

**CONTRACT FOR THE USE OF THE SERVICE OF BICYCLES (BIKE SHARING)
IN BRESCIA CALLED "BICIMIA"**

The undersigned _____

Sex: M F (cross)

Fiscal code: _____

By signing this agreement, the undersigned (as indicated above) declares himself/herself aware of the administrative and legal consequences in the event of wrong or false statements as described in the Article nr. 76 of D.P.R. 445/2000 of the Italian law:

to be born in _____ (country)
_____ (Town) ZIPCODE _____ Province _____

Birth date: ____/____/_____

Citizenship: _____

To be resident in:
_____ (Town) ZIPCODE _____ Province _____

Address: _____ nr. _____

Ph.: _____

Mobile: _____

E-mail: _____

Job: _____

I DECLARE ALSO:

1. to be over the age 18;

2. to undertake to comply with the rules listed below:

- 2.1 the public bicycle must be used exclusively within the territory of the Municipality of Brescia;
- 2.2 it's forbidden to carry the public bicycle by any other mean;
- 2.3 the public bicycle must be released from and returned to the docking stations available in the town area; the public bicycle must be returned in the same conditions as when it was released;
- 2.4 check the bike functionalities when releasing and use it only if it's deemed suitable to be used;
- 2.5 "Bicimia" service works 24 hours a day;
- 2.6 when returning the public bicycle must be placed and correctly inserted in the appropriate place, so that it can be used later by other users;
- 2.7 if the station would be full when returning, the public bike must be locked on site with the appropriate anti-theft lock, which is delivered when signing this contract. This should be reported to the phone nr. +39 0303061100 or using (if working) the special help-point red button located in each station, telling your Omnibus Card number and the lock number.

3. to unconditionally agree to assume to the contractual obligations listed below:

- 3.1 to require the issuance in his/her own name and to declare to have just one Omnibus Card provided by the service provider provider (Brescia Mobilità S.p.A.), one anti-theft lock and to keep them carefully;
- 3.2 to guard carefully the public bicycle;

- 3.3 to give anybody else the use and guard of the bicycle: otherwise, any negative consequence will be charged entirely and only to the Omnibus Card holder;
- 3.4 to indemnify all damages due to the careless usage of the service mechanical system and/or of the public bicycle components, including the public equipments;
- 3.5 to ride and use the public bicycle in compliance with the traffic laws and to observe the general principles of prudence, diligence and to respect others rights;
- 3.6 to do not claim any right of ownership on the bicycle, on the anti-theft lock and on the used Omnibus card;
- 3.7 to promptly return the Omnibus Card in case of an unquestionable request by Brescia Mobilità S.p.A.;
- 3.8 to release unconditionally Brescia Mobilità S.p.A. from every and any damage, even non-pecuniary, suffered by third parties (people, things and animals) during the use of the public bicycle;
- 3.9 to inform Brescia Mobilità S.p.A. of any damage occurred to the bicycle while using it and anyway after releasing it;
- 3.10 to correspond to Brescia Mobilità S.p.A. the amount necessary to completely repair the public bicycle damaged or destroyed because of an accident and/or a damage;
- 3.11 to do not tamper with any mechanical part of the public bicycle.

4. to be aware of the following economic conditions of the service and to approve them unconditionally:

- 4.1 bicycle rental rates:
 - from 0 to 45 minutes: free;
 - from 45 minutes to 2 hours: 1 euro;
 - from 2 hours to 3 hours: 2 euro;
 - over 3 hours: 5 euro.
- 4.2 You can exceed three hours of continuous use of the same bike for up to 3 times a month (meaning eg: January, February, etc.). When you exceed this limit, the Omnibus Card will be blocked and it won't be possible to use the service until the first day of the following month; then the Omnibus Card will be unblocked automatically.
- 4.3 After eight hours of continuous use, the Omnibus Card will be blocked.
- 4.4 The usage of Omnibus Card is allowed even in absence of credit on the Omnibus Card, for an overdraft maximum of one euro: if the overdraft is more than this amount, the Omnibus Card will be blocked automatically.
- 4.5 If the Omnibus Card is blocked, you must go to one of the Omnibus Card charging points in order to pay any debt and to request the operator to unblock the card.
- 4.6 There is no limit in the number of times the public bicycle can be released if you meet the times and conditions specified in this agreement.

5. To declare to know and accept that the undersigner of this contract - if will act contrary to the aforementioned obligations – will both pay to Brescia Mobilità S.p.A. the following amounts as a penalty (unless compensation for a greater damage) and also fulfill unconditionally the obligations listed below:

- 5.1 Break of the Omnibus Card: if a new Omnibus Card is required because the previous one broke, then the user has to pay five euro;
- 5.2 in case of loss of the owned Omnibus Card, the user agrees to report immediately the fact to the competent authorities (Vigili Urbani, Carabinieri, Questura) and to deliver a copy of the complaint to Brescia Mobilità S.p.A., avoiding so any liability. If no complaint is produced, then, if the public bicycle will be stolen using the lost Omnibus Card, the user agrees to pay to Brescia Mobilità S.p.A. the amount of one hundred and fifty euro as a penalty and a refund of the bicycle. If the user would like to receive a new Omnibus Card, a copy of the complaint has to be shown;
- 5.3 in case of theft of the public bicycle as a result of placing it outside the appropriate location or as a result of the improper or ineffective lock of the bicycle to the docking station, the user agrees to promptly report the theft to the competent authorities (Vigili Urbani, Carabinieri, Questura) and to deliver a copy of the

complaint to Brescia Mobilità S.p.A. and, in any case, to pay to Brescia Mobilità S.p.A. the amount of one hundred and fifty euro as a penalty. If the bicycle will be found in good conditions within thirty days from the date of the theft, the user is entitled to the reimbursement of one hundred and twenty euro;

- 5.4 in case of damage caused by the user to the bicycle lock and unlock system and/or to the docking station, the user is supposed to pay an amount of ten euro as a penalty and as a partial reimbursement of the repair costs incurred;
- 5.5 The request for payment of the abovementioned sanctions as a result of observations detected by Brescia Mobilità S.p.A., which won't be not immediately disputed, will be notified by mail and/or by phone to the offender;
- 5.6 In the event of non-compliance with the provisions as written at point nr. 5.3, Brescia Mobilità S.p.A. reserves the right to retain the deposit paid by the customer and/or to retain the amount paid to recharge the Omnibus Card, and to temporarily or permanently block the use of the same.
- 5.7 The rates specified at point nr. 4 could be updated periodically by the Town Council and displayed in the service infopoints, and the new rates will be applied automatically without the need to amend this contract.

6. to know and accept that the undersigner of this agreement when subscribing the service, undertakes to perform the following tasks:

- 6.1 to show his/her own identity card or equivalent document;
- 6.2 to pay a deposit of € 20.00 (twenty / 00) to use of the bicycle;
- 6.3 to pay a deposit of € 5.00 (five / 00) to enable the Omnibus Card, which allows to use one or more services provided by the Companies belonging to the Brescia Mobilità SpA group;
- 6.4 to charge the Omnibus Card with a minimum of five euro (including VAT) or multiples of five euro. In the event that the holder returns the Omnibus Card, Mobility Brescia SpA will return to the holder any remaining credit.

7. to be fully informed of the fact that, by signing below this contract, the subscriber accepts without reservation all the rules governing the service "Bicimia", the requirements and the terms for using the service. In any case, it's aware that Brescia Mobilità S.p.A. is not liable for:

- 7.1 damages and prejudices of any kind suffered by the user of the public bicycle as a result or consequence of such use, and caused to third parties (people or animals), as a consequence of the use of the public bicycle;
- 7.2 loss, destruction, theft or robbery of objects and/or animals on board the public bicycle used.

8. to be fully informed of the fact that, by signing below this contract, the subscriber discharge Brescia Mobilità S.p.A. from any consequences and/or sanctions on administrative violations committed, due or attributed to the user while or because of the use of the public bicycle for infringements of the rules in DL nr. 285 of the Italian Law of April 30 1992 (New Traffic Laws), as amended and integrated, and also the related executive rules in the Presidential Decree nr. 495 of the Italian Law of December 16 1992 and subsequently amended and supplemented, or in general to other provisions of law, regulations and obligations and prohibitions arising from administrative measures.

9. The subscriber of this contract is aware that:

- 9.1 For any dispute that may arise regarding the validity, interpretation or execution of this contract, is exclusively responsible the Court of Brescia;
- 9.2 for cases not expressly provided for and governed by this contract, it will be applied the rules of the Italian Civil Code or other laws and regulations governing the matter;
- 9.3 If the "Bicimia" service is not used for a period of time longer than six months, the Omnibus Card will be automatically disabled.

10. The refund of the deposits paid pursuant to the above Articles nr. 6.2 and 6.3 will take place: for what concern the deposit of 20.00 (twenty/00) euro it will be refund if when returning the Omnibus Card no violations or failures have been recorded for the Omnibus Card owner relating to the use of the bicycles which constitute a reason to keep the deposit as compensation for damages; for what concern the deposit of 5.00 euro it will be refund only after returning the Omnibus Card and the simultaneous end of all services provided by the Companies of Brescia Mobilità SpA Group previously associated to the card. The refund of the deposits can be done at the Infopoint or in the sale point where the contract was signed.

Brescia, _____

Signature

According to the Article nr. 1341 of the Italian Civil Code, the undersigner declares to specifically approve the following specified terms: nr. 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10 above.
Brescia, _____

Signature

For Office

Document reference:

type: _____

nr. _____

issued by: _____

issue date: _____

valid until: _____

Issued Omnibus Card nr.: _____

issued in date: _____

Brescia, _____

Signature of the issuing operator

INFORMATION IN ACCORDANCE WITH AND THROUGH THE ARTICLE NR. 13 OF THE ITALIAN LEGISLATIVE DECREE 30.06.2003, NR. 196 "CODE RELATING TO PROTECTION OF PERSONAL DATA"

1. INTRODUCTION

In fulfilling its obligations under the Article nr. 13 of the Italian Legislative Decree 06/30/2003, n. 196 (hereafter called "**Decree**"), this information is given for all users of the services provided by the Companies of the BRESCIA MOBILITÀ GROUP and/or for everybody who wants to establish a contractual relationship with the same Companies.

1. TYPES OF DATA PROCESSED AND PURPOSE OF THE PROCESSING

The Companies of BRESCIA MOBILITÀ GROUP treat all personal data collected as part of their business of providing services.

As part of such activities, the Companies of BRESCIA MOBILITÀ GROUP treat also personal data, that pursuant to article nr. 4 of the Decree, are defined as "*sensitive*" and "*judicial*". Under that provision we remind that:

- (i) "*sensitive data*" means personal data allowing the disclosure of racial or ethnic origins, religious, philosophical or other beliefs, political opinions, membership to parties, unions, associations or organizations of religious, philosophical, political or trade kind, but also personal data disclosing health and sex life;
- (ii) "*judicial data*" means the personal data disclosing the measures referred to in Article nr. 3, paragraph 1, letters from a) to o) and from r) to u), of the Italian Presidential Decree November 14 2002, nr. 313, relating to criminal records, the register of offense-related administrative sanctions and the relevant current charges, or the quality of accused or suspected in accordance with Articles nr.60 and 61 of the Italian Code of Criminal Procedure.

All personal data collected by the Companies of BRESCIA MOBILITÀ GROUP are strictly functional to the purposes of the performed processing.

2. PROCESSING METHODS - SAFETY MEASURES

Personal data are processed using electronic and/or paper devices, according to the principles of correctness, lawfulness, transparency, confidentiality and in compliance with the provisions of Article nr. 11 of the Decree and also in accordance with any additional provisions of the Decree and any other existing legislation.

In order to prevent the loss or destruction, even accidental, of data, or the misuse, or the incorrect use or the unauthorized access to, specific technical and organizational security measures required by local regulations are followed and adopted.

Personal data are processed for the strictly necessary time to achieve the purposes for which they were collected.

The data collection takes place on a mandatory or voluntary basis.

The collection is made compulsory in accordance with the contractual provisions and corporate regulations.

The optional, explicit and voluntary communications that the user can send by mail, fax, phone, e-mail or by the use of the various *menu items* in the web site www.bresciamobilita.it (for example, sending a *curriculum vitae*), involves the acquisition of the address of the sender, which is necessary to answer the requests, but also any other data included in the message or in the communication or in the specific menu item. These data will be treated in accordance with the Decree and based on the purposes for which they were communicated.

The provision of personal data provided voluntarily is optional, but if not sent it won't be possible for the Companies of BRESCIA MOBILITÀ GROUP to provide the required service.

3. HOLDER, RESPONSIBLES AND MANAGERS IN CHARGE OF THE DATA PROCESSING

Below is a list of the Companies of BRESCIA MOBILITÀ GROUP Holders of the Privacy Data Processing:

BRESCIA MOBILITÀ S.P.A., headquarters in Via Leonida Magnolini, 3 – 25135 Brescia, Fiscal Code and VAT nr. 02246660985;

BRESCIA TRASPORTI S.P.A., headquarters in Via San Donino, 30 – 25128 Brescia, Fiscal Code and VAT nr. 03513620173;

OMB INTERNATIONAL S.R.L., headquarters in Via Leonida Magnolini, 3 – 25135 Brescia, Fiscal Code and VAT nr. 03132300983;

METRO BRESCIA LIMITED LIABILITY COMPANY, headquarters in Via Leonida Magnolini, 3 – 25135 Brescia, Fiscal Code and VAT nr. 03368590984.

Responsible for the privacy data processing, pursuant to the Article nr. 29 of the Decree, are the other Companies of the BRESCIA MOBILITÀ GROUP that are eventually aware of such data while performing the activities carried out on behalf of the Holder according to the services agreements in place. In fact, each company of BRESCIA MOBILITÀ GROUP appointed as Responsible for the data processing each other company belonging to the Group that processes personal data on behalf of according to the services agreements in place.

The list of the Responsibles for personal data processing, pursuant to the Article nr. 29 of the Decree, and/or persons appointed for the treatment, in accordance with the Article nr. 30 of the Decree, for each company of the Group may be requested by e-mail at the following e-mail address: customer-care@bresciamobilita.it.

4. COMMUNICATION AND DISSEMINATION OF DATA

The personal information collected may be disclosed to third parties responsible to carry out activities related and aimed to process them and to the relevant authorities in fulfillment of legal obligations.

According to the Article nr. 157 of the Decree, the Authority for the Privacy of Personal Data may request to provide information and produce documents, with the consequent obligation to answer.

5. DATA PROCESSING LOCATION

The collected personal data processing takes place in the headquarter of Brescia Mobilità S.p.A., Piazza S. Padre Pio da Pietrelcina, 1, 25123 – Brescia and/or in their local units, as results from its Certificate of the Companies Register, Brescia Chamber of Commerce, as well as in the locations referred to in the Company's legal acts.

The collected personal data processing takes place also in the headquarter of the Companies of BRESCIA MOBILITÀ Group and/or in their local units, as results from their Certificate of the Companies Register, Brescia Chamber of Commerce, as well as in the locations referred to in the Companies' legal acts, which carry out the service requested or that may be aware of such data in the performance of the activities carried out on behalf of the Holder.

6. PERSONAL DATA OF THE MINORS

Personal data related to a person under the age of 18 must be communicated by a parent or a person who exercises on him/her legal authority. We inform that the Companies of BRESCIA MOBILITÀ Group do not perform any processing of minors personal data without the consent of the parents or the person exercising the parental authority.

We encouraged, therefore, the Users who have not yet turned 18 to do not communicate any way his/her personal information without the permission of a parent or a person who has parental responsibility. The Companies of BRESCIA MOBILITÀ Group reserve the right to deny access to the services and do not guarantee the successful completion of the required activities/services for any User who has hidden his underage or have disclose his/her personal data without the consent of parents or persons exercising his/her parental authority.

7. USER RIGHTS

According to the Article nr. 7 of the Decree, the subjects whose personal data refer to, have the right, at any time, to obtain confirmation of the existence of such data and to know its content and origin, verify its accuracy and ask an update, a correction or, if requested, an integration.

According to the same Article nr. 7 of the Decree the subjects whose personal data refer to, have the right, at any time, to request to cancel, put in anonymous form or to block data processed in violation of the law, including those which are not required to be recorded in relation to the purposes for which the data are collected and then processed, and to object, in whole or in part, for legitimate reasons, to their treatment.

The requests may be sent, pursuant to the Article nr. 8 of the Decree, to the Privacy Data Holder by writing to customer-care@bresciamobilita.it.

8. COMMUNICATIONS

For all communication about the use terms and conditions and to report any breach of the web site www.bresciamobilita.it, the user can write to customer-care@bresciamobilita.it.