

GENERAL TERMS OF SERVICE (GTS)

The consortium itTaxi S.c.r.l., VAT no. 16703111001 (hereinafter the “Consortium” or “itTaxi”), with its registered office in Via del Casale Lumbroso 167, 00166 Rome, is the owner of the itTaxi digital platform (itTaxi System and itTaxi App) for mobile devices, which allows registered Users to access the interconnection service for on-demand and pre-booked taxi rides (non-scheduled public transport).

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Services are provided, within their respective territorial scope, by the individual RadioTaxi Centres affiliated with itTaxi.

itTaxi is a Consortium Company with limited liability composed of enterprises (RadioTaxi structures operating within specific geographical areas) that form the itTaxi Local Network and provide technological interconnection between taxi service demand and supply, as well as related and ancillary services.

Pursuant to Articles 7 and 12 of Legislative Decree 70/2003, the Consortium states that these General Terms of Service (hereinafter “GTS”) apply to service requests submitted by Users through:

- the itTaxi App;
- telephone (call centres of individual RadioTaxi structures);
- other call systems (e.g., modem, WhatsApp).

Users accessing itTaxi services through the App must download it free of charge and complete the registration process. itTaxi collects only the personal data (name, phone number, optional email address) required to fulfil taxi service requests and bookings. Such data is processed in compliance with EU Regulation 679/2016 and national privacy legislation. The full privacy notice is available in the App and at www.ittaxi.it.

Definitions

itTaxi Platform: composed of the itTaxi System and the itTaxi App.

itTaxi Consortium: owner of the software known as the itTaxi System and the itTaxi mobile application for taxi service requests and bookings.

RadioTaxi Structure / RadioTaxi Centre: an operating entity (cooperative, consortium or limited liability company) that enables interconnection between consumer/business Users and Drivers (taxi license holders) for the provision of non-scheduled public transport (Taxi Service).

itTaxi Local Network: network of RadioTaxi Centres affiliated with the Consortium that operate the Taxi Service within their territorial scope.

Driver / Taxi Driver: licensed taxi operators authorised for non-scheduled public transport, members/users of RadioTaxi Centres affiliated with the Consortium and Users of the itTaxi Driver App. In areas not covered by RadioTaxi Centres affiliated with itTaxi, taxi services requested through the itTaxi App may be assigned to individual Drivers or local itTaxi units or independent organisational units. Drivers must comply with applicable laws governing non-scheduled public transport and all tariff regulations.

Consumer Client: registered user requesting Taxi Service through the itTaxi App for personal use.

Business Client: registered user requesting Taxi Service through the itTaxi App under a corporate agreement enabling business payment methods (e.g., digital voucher).

Users: all registered Clients accessing the App through an Account.

User Account: personal profile created by the User to access the itTaxi App.

Corporate Account: company profile enabling access to the itTaxi business platform to manage corporate agreements.

itTaxi business: web platform allowing contracted companies, after registration, to manage authorised users, configure agreement parameters (e.g., spending limits), and monitor ride volumes and details in real time.

Business Profile: profile assigned to a Business Client by the contracting company to enable business payment methods.

First-Level Administrator: company representative authorised to set up and manage employee profiles as Business Clients.

Service / RadioTaxi Service: interconnection activity performed by RadioTaxi Centres to match Clients requesting Taxi Service with available Drivers.

Taxi Service: non-scheduled public transport service meeting Clients' mobility needs, performed by Drivers within the itTaxi Local Network or by individual operators where no Centres exist. The service is regulated by Law 21/1992.

Ride: route completed by a Driver following a Taxi Service Request received by a RadioTaxi Centre on behalf of a Client.

Registration: process through which the User provides necessary data to create their personal Account, accepts these GTS, and acknowledges the Privacy Policy.

Request: an immediate request for a Ride, identifying the pick-up and drop-off points.

Booking: request for a Ride at a future date/time, as detailed in Section 6.

Other call methods: ride requests submitted via WhatsApp or, within authorised facilities, via modem or web. Additional channels may be developed.

Pick-up point: location where the Client requests the vehicle.

Drop-off point: location where the Client ends the Ride.

Electronic payment methods: digital payment tools integrated into the itTaxi App.

Other payment methods: credit card, POS terminal, cash.

Premise

These GTS govern the use of the itTaxi App, an IT system that routes User requests nationwide to the relevant itTaxi Local Network (territorially competent RadioTaxi Centres) for interconnection with Drivers operating the Taxi Service.

Service access is granted exclusively to registered Users who:

- a) have read the Privacy Notice pursuant to Article 12 and consented to personal data processing pursuant to Article 13 of EU Regulation 679/2016;
- b) have accepted these GTS governing the relationship between itTaxi and Users.

The GTS are published at www.ittaxi.it and also apply to service requests submitted by phone or any other authorised channel by registered Users.

1. Scope of the service

The itTaxi Platform is designed to connect Clients (Consumer or Business) with Drivers in the itTaxi network and offer various digital payment options:

1. registered Users may digitally pay for street-hailed taxis, request a Ride, or book a Ride for a future time;
2. Users with a Business Profile or digital voucher may pay through the dedicated Business function; Rides are billed to the contracting company according to its business profile settings;
3. operators of geographically competent RadioTaxi Centres may manage incoming calls, dispatch requests on behalf of Users, and manage Rides via the itTaxi Back-Office System;
4. Drivers receive proposed Rides based on priority and may accept or decline them (subject to applicable public transport regulations);
5. on-board devices communicate the Client's GPS coordinates to ensure timely and efficient pick-up;
6. after acceptance, Clients and Drivers may contact each other via anonymised communication channels. Driver devices allow communication within the timeframe necessary to perform the Service;
7. Drivers may contact their RadioTaxi Centre when required;
8. Drivers select the Client's chosen payment method and receive confirmation of payment;
9. Clients may submit feedback, flag undesirable Drivers, set preferred addresses, and store payment methods;
10. RadioTaxi Centres may collect generic User reports not directly linked to a Ride;
11. the Back-Office client enables management of Consumer Users, Business agreements, and overall administration of the itTaxi circuit;
12. Users who register an email address may automatically receive a PDF receipt for digital payments. No digital receipt is issued for cash or POS payments.

2. Access to services

1. Users may access Services by calling the RadioTaxi Centre (Local Network) or by downloading the itTaxi App and completing Registration with required personal data and optional email address.
2. By completing Registration and clicking “I accept the General Terms of Service”, the User confirms full understanding and acceptance of all contractual terms.
3. Upon successful Registration, Users receive an SMS OTP to verify their phone number.
4. Internet connectivity is excluded from Services. Users are responsible for Internet access and for using suitable devices with required technical and security standards.

3. Payment of rides

1. Requesting or booking the RadioTaxi Service via the App is currently free of charge for registered Users.
2. Payment is owed to the Driver for the Taxi Service, via methods available in the App or alternative methods (cash, credit/debit card).
3. Ride invoices must be requested directly from the Driver at the end of the Ride. RadioTaxi Centres and the Consortium cannot issue invoices, as they do not provide transport services.
4. Non-scheduled public transport service rules and tariff criteria are set by Municipalities under Law 21/1992 and local regulations.
5. When using the App, the fare payable equals the taximeter amount, except for fixed-fare rides established by municipal authorities.

4. Liability and warranties

1. The request for a Ride through the Call Centre, the itTaxi App or other call methods and the subsequent acceptance by the Driver give rise to a binding, for-consideration contract between the requesting Client and the Driver.
2. The Consortium and the RadioTaxi Centres do not assume any liability arising from the performance of the Taxi Service provided by the Drivers, notwithstanding that qualitative standards are set at the time of joining and throughout the duration of the relationship with the Drivers. The Taxi Service remains governed by the sector legislation and the respective municipal regulations.
3. By acknowledging and accepting these GTS, the User is informed that the service provided by the Consortium is limited exclusively to facilitating the meeting between demand and supply of Taxi Services through the proprietary itTaxi software. Payment of the fare for the requested service takes place exclusively between the User and the Driver in accordance with applicable laws.
4. itTaxi does not provide any warranty and does not make any representation regarding quality, proper functioning or fitness of the Services for any specific purpose or result predetermined by the User.
5. Through the itTaxi App it is possible to make advance bookings throughout the national territory. However, such booking service may be limited or temporarily disabled by the territorially competent RadioTaxi Centre based on objective assessments of insufficient vehicle availability to fulfil Customer demand in a timely manner. Users are

therefore invited to verify availability of the service in each city. itTaxi is not liable for unavailability of vehicles due to events not attributable to the individual RadioTaxi Structures (for example, strikes, demonstrations, extraordinary events).

6. For the protection of Users, the itTaxi App allows Users to exclude undesired Drivers and/or to submit complaints using the dedicated functions.
7. itTaxi adopts all IT protection tools consistent with the current state of the art and keeps them constantly updated in order to ensure the highest possible level of security and confidentiality to the User when using the Service.
8. itTaxi shall in no event be held liable for any damage arising from inaccessibility, malfunction, suspension and/or interruption of the services provided through the itTaxi App, neither towards the User nor towards third parties connected with the User, in the following cases:
 - a) viruses propagated by third parties, data theft caused by third parties;
 - b) tampering with or interference on connection equipment owned by the User, carried out by the User or by unauthorised third parties;
 - c) improper use of the Service by the User;
 - d) malfunction of the connection equipment used by the User.
9. itTaxi does not warrant continuous and uninterrupted availability of the services provided via the itTaxi App, while it undertakes to act with due diligence and timeliness to ensure that Users may benefit from the requested services. In any case, the User may not assert any claim or right against itTaxi or the RadioTaxi Structures.
10. itTaxi reserves the right to modify the itTaxi App, ensuring that any interventions are reasonable for the User, in order to implement quality improvements.
11. itTaxi shall not be liable for any damages, claims or losses, direct or indirect, suffered by the User as a result of failure and/or malfunction of the User's or third parties' electronic equipment, including Internet Service Providers, telephone and/or telematic connections not managed by itTaxi nor by persons for whom itTaxi is liable, or in any case attributable to causes beyond its reasonably foreseeable control, including but not limited to fire, natural disasters, power outages, unavailability of telephone lines or other network service providers.
12. itTaxi shall not incur any liability in the event it ceases to provide all or part of its services, either temporarily or permanently.
13. itTaxi disclaims any responsibility for the accuracy and timely updating of data and information provided by Users, who remain solely responsible for them and for their suitability to meet the requirements necessary to use the functions of the itTaxi App and related services.

5. General User conditions

1. The User provides itTaxi with their personal data necessary to use the Service via Call Centre or via the itTaxi App, as required during the Registration process, accepting the content of these General Terms and Conditions

and of the Privacy Notice.

2. The User undertakes to provide true and accurate data and to keep such data up to date.
3. The User shall use the itTaxi App correctly, without altering its usage methods or attempting to circumvent its purposes.
4. The User is responsible for the confidentiality and security of their profile, correctly implementing the security measures provided by the itTaxi App and by their Device. Any unauthorised use by third parties must be reported immediately. In particular, the User must inform itTaxi in the event of loss of control over their data following theft or loss of their smartphone or any other device used to access the itTaxi App and the associated payment methods. Any communication may be addressed to our customer service at customercare@ittaxi.it.
5. The User may autonomously delete their Account by following the instructions provided in the itTaxi App. Once the deletion has been completed, the User's personal data and information regarding activities performed via the App will be retained, within the time limits indicated in the Privacy Notice, exclusively for administrative purposes and, where necessary, in order to establish, exercise or defend legal claims. In addition, itTaxi may use anonymised data for statistical purposes and for service optimisation.
6. In the event of regeneration of the same Account (using the same phone number), previously recorded activity will not be visible.

6. Service booking

1. By booking the Service, the Client requests that a RadioTaxi Structure affiliated with the itTaxi Consortium takes charge of a transport request for a Ride on the date and at the time specified by the Client, normally the day before for the following day.
2. The booking constitutes an expression of intent by the Client and an undertaking by the RadioTaxi Structure to process the request; however, it does not guarantee the availability of a taxi at the requested time.
3. The RadioTaxi Structure that takes charge of the request shall dispatch the Ride with appropriate lead time so that the taxi can reach the pick-up point as close as possible to the requested time. In case of unavailability of vehicles, the Structure shall inform the Client of any delay and shall endeavour to dispatch the first available vehicle in the area. In case of successful booking, the Client shall receive a message with the identification details of the assigned vehicle approximately five to ten minutes before the requested time.
4. This process is consistent with Law No. 21 of 15 January 1992, which defines the taxi service as a non-scheduled public service intended for an undifferentiated user base and subject to a "on-request" service obligation and regulated tariffs.
5. In line with the above, the Italian Competition Authority (AGCM) has clarified that, given the public nature of the service, it is not possible to guarantee binding bookings for a specific day and time, but it is permissible to make bookings with reasonable advance notice strictly limited to the time required for a vehicle to reach the passenger.

7. Suspension and interruption of the service for technical seasons

1. itTaxi reserves the right to temporarily suspend provision of the Services delivered via the itTaxi App, even without prior notice, for the period strictly necessary to carry out technical interventions required and/or appropriate to improve service quality.
2. itTaxi may interrupt the Service at any time where there are justified security reasons or confidentiality breaches, in which case it shall inform the User.

8. Reasons for exclusion from the RadioTaxi Service

1. If, following checks by our Back-Office, it is found that bookings or false requests have been made from a mobile phone number registered in the itTaxi System, that phone number will be placed on a list of undesirable numbers from which the itTaxi System will no longer accept calls.
2. itTaxi is also entitled to temporarily or permanently discontinue the service for serious reasons (for example, repeated disruption of the public service due to requests or bookings where the User does not show up at the pick-up point, failure to pay for a Ride upon expiry of the timeframes set out in these GTS), even without providing individual prior notice to the User.
3. Any conduct by Users that jeopardises the Driver's safety may constitute grounds for excluding the User from using the itTaxi App.
4. Excluding a User from using the itTaxi App, by blocking their phone number, does not prevent the User from accessing the Taxi Service through other channels, which remains subject to the mandatory service obligations under applicable law.

9. Assumption of liability and indemnity

1. The User assumes full responsibility for all activities carried out through the itTaxi App in connection with the Services and undertakes to indemnify and hold harmless itTaxi from any claim, demand or threat relating to or arising from any improper or abusive use of the Services.
2. In this regard, the User undertakes to immediately notify itTaxi (via customercare@ittaxi.it) of any unauthorised use of their Account by third parties or any other security breach of which they become aware, and in any case agrees to indemnify and hold harmless itTaxi from any and all claims, including claims for damages, brought and/or arising directly or indirectly from such unlawful use of the Services provided through the itTaxi App by anyone.

10. Payment terms and conditions

The itTaxi Pay client enables payment of Rides using the different methods available in the itTaxi App.

1. At the Client's request, the Driver selects one of the payment methods accepted by the itTaxi App and generates, on the on-board device, a taxi-identifying QR code, which the Client uses to proceed with payment.
2. The Client may use a payment method registered in the itTaxi App (credit card, PayPal and any new payment methods that may be made available in the future). The Driver will verify successful completion of the payment on the on-board device. Client authentication is performed via the payment gateway of the interbank circuit,

which associates the User registered in the itTaxi App with an authentication token.

3. Loading a credit card in the itTaxi App is currently not mandatory at the time of registration.
4. The User confirms that the payment data provided are truthful and accurate.
5. itTaxi does not process payment card data. Verification of credentials for payment authorisation is carried out by the payment gateway on the interbank circuit, and itTaxi is not required to share any of the Client's personal data for this purpose.
6. Storage and security of the User's credit card data are ensured by the MyPos security system (payment gateway). The itTaxi System stores a token auto-generated by MyPos that references the registered card. When the User makes a payment, the MyPos system is queried using such token.
7. itTaxi shall have no liability towards the User for unsuccessful digital payments made via the itTaxi App.
8. Once the Client has opted to pay via the App, they may not switch to alternative payment methods other than the App, except where impediments not attributable to the Client occur (for example, connection issues, declined transaction, mobile phone battery failure). In such cases, the Driver may allow the Client to pay the fare in cash.
9. It is the User's responsibility to ensure that payment has been successfully completed.
10. In the event of an outstanding Ride of a Consumer Client recorded in the itTaxi System, within 2 days from provision of the service, the RadioTaxi Structure is authorised to collect the Ride amount on behalf of the Driver using any payment method it deems appropriate (bank transfer, credit card or other methods).
11. In the event of an outstanding Ride of a Business Client recorded in the itTaxi System, the RadioTaxi Structure is authorised to invoice the Ride amount to the contracting company, unless the authorised Business User has already settled the amount in advance.
12. A penalty of €5.00 (five euros/00) per day will be charged to the User for each day of delay in payment, starting from the day following that on which the Ride was performed.
13. The User may be subject to criminal liability pursuant to Article 340 of the Italian Criminal Code for having caused interruption or disruption of the regular provision of public service.
14. Users who choose to pay via the itTaxi App are informed that, upon completion of the payment process, the GPS system on the on-board device records their location, identifying the place of payment as the Ride's destination.
15. Users who opt for a payment method registered in the App consent to receiving the payment receipt in digital format by email at the address provided during registration. A paper receipt may in any case be requested from the Driver.
16. Consumer Clients requiring an invoice must request it directly and strictly from the Driver who performed the Ride, before leaving the taxi. The Consortium cannot issue invoices on behalf of the taxi driver, even upon explicit request by the Client.

11. Intellectual property

The User expressly acknowledges that all intellectual property rights, protectable under copyright or any other provisions (including, but not limited to, know-how, source code, software, hardware, designs, applications, patents,

trade secrets, formulas, algorithms, models, databases and similar) relating to the Services, data and other materials originating from itTaxi or made available to the User by the Consortium under these GTS are and shall remain the exclusive property of itTaxi and/or its licensors.

The User may not copy, modify, sell, assign, license, transfer to third parties or create derivative works from any itTaxi right, nor allow third parties to do so via the User or their computer.

The User further acknowledges that all contents (software, images, graphics, photographs, music, sound, video, texts, data, etc.) of electronic communications are protected by applicable copyright, trademark, service mark, patent and other proprietary rights and laws.

12. Personal data protection

1. For the provision of the RadioTaxi Service, the proper performance of Rides and the enforcement of these GTS, the itTaxi Local Network and the Consortium process personal data as independent Data Controllers and Joint Controllers, under the terms specified in the privacy notice provided pursuant to Article 13 of EU Regulation 679/2016 during App registration and on the website www.ittaxi.it.
2. To handle data protection-related requests and clarifications, the Consortium has appointed a Data Protection Officer (DPO), who can be contacted at dpo@ittaxi.it.

13. Terms, termination, duration and withdrawal

The contractual relationship between the User and itTaxi becomes effective upon acknowledgement and acceptance of these GTS. Each party may terminate the contract at any time. In particular, itTaxi reserves the right to terminate the contract in the event of serious breaches of contractual obligations or legal provisions by the User.

The Client has the right to withdraw from these GTS at any time, without penalty, by deleting their itTaxi User profile through the dedicated function in the App. Account deletion is irreversible and entails the deletion of all data linked to the phone number, including:

- completed Rides;
- undesired taxis;
- any preferred addresses saved in the itTaxi App;
- any payment methods registered in the itTaxi App and linked to the User.

The itTaxi System will retain Ride data for the retention period specified in the Privacy Notice, in order to fulfil the purposes for which such data were collected and recorded.

14. Final provisions

1. These GTS are governed by Italian law.
2. Should any provision of these GTS be or become invalid or unenforceable, or should there be any gap or omission, this shall not affect the validity and effectiveness of the remaining provisions.
3. itTaxi reserves the right to amend these GTS for technical, organisational and/or commercial reasons. Amendments will be communicated to Users by itTaxi before they take effect, by email (where the address is registered) and via notification within the itTaxi App. Should the User not accept the amendments, they may

withdraw from the GTS in accordance with the procedures described in the previous paragraph.

4. Non-registered Users may review any amendments by consulting the website www.ittaxi.it.
5. Use of the Service by the User shall in any case constitute confirmation of their willingness to adhere to the GTS and subsequent amendments. Users may review and print at any time the current version of the GTS and all subsequent amendments, without prejudice to the Client's right to request a copy of the GTS from itTaxi.