

This document defines the general terms and conditions of use of the services offered by Black Taxi Milano (“Black Taxi Milano”), through the digital platform accessible at www.blacktaximilano.com.

PLEASE READ CAREFULLY

Dear User, before browsing the website and before registering on it, we invite you to carefully read these General Terms and Conditions governing the use of the services offered through the site.

Accessing, browsing, and using the website imply the express acceptance of these contractual Terms and Conditions, as well as the consequent obligation for each user to comply with them.

The Privacy Policy available at: <https://www.iubenda.com/privacy-policy/61038243> is to be considered an integral document incorporated into these General Terms and Conditions of Use.

Access to and use of the website are entirely voluntary and bind the user, regardless of registration, to comply with and be contractually and legally bound by these Terms and the Privacy Policy.

Black Taxi Milano reserves the right to amend the contents of these General Terms and Conditions of Use whenever it deems appropriate, without prior notice. Consequently, it is the user’s responsibility to review the Terms at each access to the website.

1. Definition of the Service

1.1 Black Taxi Milano develops, produces, and markets a high-tech digital platform for the provision of mobility services in general to companies, public entities, and private individuals. In particular, it offers the possibility to book chauffeur-driven rental services (“NCC”), which fall within the category of non-scheduled public transport services and provide direct collective or individual passenger transport, complementing and supplementing scheduled public transport.

Black Taxi Milano also offers the possibility to book other private mobility services such as, by way of example: buses, shuttles, and water taxis (taxiboats) within the so-called “Mobility as a Service”

framework. In addition to the above-mentioned mobility services, Black Taxi Milano also provides ancillary services such as, including but not limited to: hostesses, on-site dispatchers, meet & greet, and event secretariat services.

1.2 These services are carried out at the request of users, who may be natural persons (“Private Clients”) or collaborators and/or employees of companies or accommodation facilities (“Business Clients”) (collectively, the “Client” or “Clients”), on a non-continuous or periodic basis, on routes and schedules established from time to time, exclusively upon prior booking request.

1.3 The NCC service provides for the supply of a passenger vehicle driven exclusively by a chauffeur registered in the relevant Professional Register at the competent Chambers of Commerce, holding the specific qualifications and valid documentation enabling the provision of public services.

2. Types of Services

The NCC services offered by Black Taxi Milano are those listed in the “SERVICES” section of the website and, in any case, are divided into the following categories:

- **Hourly Service (Disposizione oraria):** transportation of the Client to a destination while remaining at their disposal. Rates depend on the time the vehicle remains available and on the distance traveled. The minimum hourly arrangement is 4 hours. Furthermore, after 12 consecutive hours of continuous service, Black Taxi Milano reserves the right to replace the driver and vehicle in order to comply with maximum working hours.
- **Transfers:** transportation of the Client directly to the destination without intermediate stops. Upon arrival, the driver leaves the Client and does not remain at their disposal. These services include, for example, transfers to and from airports or other points of interest.

- **Special Services:** customized national or international services, possibly requiring special vehicles (e.g., event transportation, conferences, exhibitions, VIP and security services, sightseeing tours, nighttime services for receptions, theatres, clubs, etc.). For example, Black Taxi Milano offers “Tour Design” services, combining hourly hire with itineraries covering major points of interest for the Client.

3. External Partners

Black Taxi Milano cooperates with other NCC companies, which commit to operate under the same standards of quality and efficiency, and may rely on them for the execution of services when deemed appropriate.

Black Taxi Milano ensures that its partners and subcontractors perform the assigned services in compliance with all applicable laws, regulations, and safety protocols. Partner companies remain solely and directly responsible for the services entrusted to them.

4. Service Booking

Clients may request a booking by:

- Using the website www.blacktaximilano.com;
- Sending an e-mail to the dedicated address with all necessary booking details;
- Calling the dedicated booking center, which must be followed by a confirmation e-mail. Telephone bookings are confirmed by written communication sent to the Client’s e-mail address, containing Client details and a description of the booked service.

Black Taxi Milano confirms bookings exclusively by e-mail and assumes no responsibility for bookings made through other

channels. The booking confirmation must be retained and, upon request, presented to the driver.

The Client is responsible for verifying the accuracy of the information contained in the confirmation and promptly reporting any discrepancies. Vehicle availability is guaranteed only when booking requests are confirmed automatically and digitally by e-mail for reservations made through the Black Taxi Milano web platform. For bookings sent via e-mail or telephone, availability is guaranteed upon receipt of written confirmation by e-mail.

Availability may not be guaranteed during: exhibitions, fairs, international congresses, major private or institutional events, public holidays, natural events, or force majeure. In such cases, Black Taxi Milano will promptly inform the Client if the booking cannot be fulfilled.

At the time of booking, the Client must provide:

- Pick-up and drop-off address (street/square/avenue and number);
- Service departure time;
- Total number of passengers;
- Vehicle type requested and baggage details (with dimensions);
- Presence of minors requiring child seats or other safety devices as per Italian Road Code;
- Presence of animals;
- Special assistance requirements (e.g., wheelchair transport);

- For pick-ups at airports or train stations: flight or train number.

5. Online Service Bookings

To use the services offered on the website, and in particular to place orders and reservations, registration is required.

The information contained in the pages describing the offered services is purely informative and does not constitute a contractual proposal or a public offer of the services described.

No information on this website may be considered a contractual offer or invitation to contract, except for pages describing specific services for which a contractual offer is expressly and unequivocally made.

6. Rates

- Rates are subject to continuous variation depending on the time, day of the week, the time remaining before the service at the moment of booking, and vehicle availability. For agreements or framework contracts, rates will be fixed and not subject to change unless previously agreed.
- For direct out-of-town transfers (without stops), the fare is calculated based on the per-kilometer rate, considering round trips.
- Rates include: fuel and highway tolls in Italy; additional expenses (ZTL zones, tolls abroad, ferries, etc.) will be charged at the end of the ride.
- Airport pick-up and drop-off services have dedicated rates.
- Unless otherwise specified, services starting at airports include 45 minutes of free waiting time from flight landing if the correct flight code is provided; for all other services, 15 minutes of free

waiting are included.

- Waiting time beyond that specified in the previous point will be charged on an hourly basis.
- For services lasting 8 hours or more, meal reimbursement is due according to the rate schedule. A second meal for the driver is provided from the ninth hour at the same price.
- For services requiring overnight stays for the driver, hotel expenses will be communicated to the Client at the time of booking.
- For services on public holidays and/or during nighttime (22:00 – 07:00), a 20% surcharge on the standard rate applies; for services on Christmas, New Year's, and Easter, a 50% surcharge applies.
- Payments for booked services not used due to the Client's actions are non-refundable.

7. Payment Methods

At the end of the services, payments must be made as follows:

- The Client may pay Black Taxi Milano via credit card directly through the Black Taxi Milano platform.
- Business Clients may also pay via bank transfer, following the issuance of an invoice by Black Taxi Milano to the relevant company or accommodation facility.
- Alternatively, and only if pre-approved in writing, the passenger (Private Client or collaborator/employee/guest of a Business

Client) may pay the driver directly. In this case, Black Taxi Milano is not responsible for payments made directly to the driver or for the related fiscal document.

- The total service cost will be invoiced to the Client using the information provided at the time of booking.
- The Client undertakes not to provide false information regarding personal data (or company information) or address.
- Invoices will be issued electronically via the interchange system and will include a detailed description of the service and any extras. A courtesy copy will be sent to the person making the booking.

8. Service Modifications

- Modifications to confirmed bookings can be requested and are subject to availability; these may involve changes in rates.
- All modifications are considered accepted only if confirmed in writing, together with any revised rates.
- If the requested modification cannot be fulfilled, the service will be reconfirmed as originally booked.
- Any extension of the hire or additional services beyond those booked will be carried out based on driver availability, and Black Taxi Milano disclaims responsibility for agreements made directly with the driver.

9. Vehicle Requirements

- Black Taxi Milano is committed to providing a high-quality service using safe vehicles equipped with all comforts and

driven by professional drivers.

- Vehicles will be of recent registration, insured, and compliant with traffic permits in Italy and the European Economic Area.
- Passenger transport is fully covered by the insurance taken out by the NCC performing the service, covering third-party liabilities.

10. Baggage Transport

- Each passenger may carry a maximum of two pieces of luggage (1 standard-sized checked bag and 1 hand luggage).
- Any excess baggage (e.g., sports equipment such as skis) must be declared at the time of booking to ensure the vehicle is suitable.
- The driver may refuse to load bulky or undeclared items, excess luggage, or items in unsuitable conditions (e.g., broken, dirty, wet luggage) if they may compromise travel safety.
- Transport of baggage inside the passenger compartment is not allowed, in accordance with the Italian Road Code.
- Passenger property is transported under the exclusive responsibility of the passenger, who declares ownership at the time of boarding.
- Liability for theft, damage, or loss of luggage cannot be claimed against either the company or the driver.

11. Client Behavior During Service

Users of the rental service are prohibited from:

- Smoking during transport;
- Throwing objects from the vehicle, whether stationary or in motion;
- Soiling, damaging, or defacing the vehicle;
- Eating and/or consuming alcoholic beverages;
- Requesting transport of pets without having agreed with the operator all measures necessary to prevent damage or soiling of the vehicle;
- Requesting transportation in violation of safety and conduct rules set forth in the current Italian Road Code.

12. Cancellation Terms

The Client may cancel a booking via dedicated e-mail or through the client area of www.blacktaximilano.com, within the timeframes indicated below, unless otherwise agreed.

Cancellation penalties for services in Italy:

Transfers within the Metropolitan Areas of Milan (valued at booking):

- Up to 24 hours before departure: no penalty;

- Up to 12 hours before departure: 50% of total amount;
- Within 8 hours: full payment required.

Transfers outside the Metropolitan Areas of Milan:

- Up to 24 hours before departure: no penalty;
- Up to 12 hours before departure: 100% of total amount;
- Within 8 hours: full payment required.

Hourly Services:

- Up to 24 hours before departure: no penalty;
- Up to 12 hours before departure: 50% of total amount;
- Within 12 hours: full payment required.

Nighttime hours (22:00–07:00) are excluded from the calculation of cancellation times.

- In case of cancelled or delayed flight/train (more than 30 minutes), the Client must notify the booking number to ensure a staff member is present at arrival.
- Failure to notify delay or cancellation results in loss of service entitlement and a 100% penalty.
- For “No Show” cases (Client does not show up within 30 minutes of service start without notice), full payment is

required, including applicable waiting charges.

- For buses, hourly hires, tours, and special services, cancellation timeframes will be communicated at booking; if not, the following applies:
 - Up to 24 hours: no penalty;
 - Up to 12 hours: 100% of total amount;
 - Within 12 hours: full payment required.

For events or special occasions, cancellation terms will be regulated by mutual agreement via e-mail or specific contract.

13. Liability and Limitation of Compensation

- Black Taxi Milano may use external vehicles and collaborators. Each partner is certified by Black Taxi Milano and authorized to operate NCC services.
- Black Taxi Milano will make all reasonable efforts to deliver vehicles on time for pick-ups and arrivals but is not responsible for delays due to force majeure.
- Costs, losses, or damages caused to the Client attributable to Black Taxi Milano, except in cases of fraud or gross negligence, will be reimbursed only up to the value of the requested service.
- If Black Taxi Milano cannot transport the Client to the booked destination using external partners, it will arrange alternative transport (taxi, rental car) and reimburse the Client upon

receipt of invoice/receipt, not exceeding the original agreed fare.

14. Insurance

- The company is insured for risks arising from transport attributable to it under the law and this contract.
- The company will not be liable for damages exceeding policy limits.
- Liability for loss or damage of goods due to fortuitous events, force majeure, the nature of the goods, Client actions, incorrect information, or inherent defects is excluded.
- The Client agrees to hold the Company harmless from any claims that insurance companies may advance in the future.
- Black Taxi Milano ensures that all suppliers and subcontractors have adequate insurance coverage to perform NCC services in compliance with applicable laws.

15. Complaints and Lost Items

- Complaints regarding services must be submitted in writing to Black Taxi Milano via registered mail or certified e-mail (PEC) within 8 days of service completion, under penalty of forfeiture.
- Complaints regarding service quality cannot be asserted in court if payment for the services in question has not been made.
- For items left in vehicles, passengers or clients may notify **support@blacktaximilano.com**. The Client covers any

shipping or delivery costs.

- Non-perishable items are stored for 12 months before donation. Perishable items are disposed of on expiration.

16. Interpretation

- If any provision of this Contract is deemed invalid or ineffective, in whole or in part, it shall be considered excluded, and the remaining provisions shall remain valid and enforceable.

17. Governing Law and Jurisdiction

- This rental agreement is governed by Italian law.
- In case of conflict between the Italian version and any translated version, the Italian text prevails.
- Exclusive jurisdiction for disputes concerning interpretation, validity, or execution of the contract lies with the Court of Milan.

18. Privacy

- Black Taxi Milano handles personal data in compliance with GDPR and applicable EU/EEA laws and regulations.
- When services under §2 are purchased by Private or Business Clients, Black Taxi Milano acts as Data Controller under Regulation (EU) 2016/679 (“GDPR”) and processes personal data as specified in the Privacy Policy.
- Additionally, for Business Clients, both Black Taxi Milano and the Business Client act as independent Data Controllers for the employees, collaborators, or guests using the service.

Business Clients are responsible for their own processing, according to the privacy notices provided to employees/ collaborators or guests.

Explicit Approval of Certain Clauses

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, after reading each clause, the Client expressly approves the following:

4. Service Booking; 6) Rates; 8) Service Modifications; 10) Baggage Transport; 12) Cancellation Terms; 13) Liability and Limitation of Compensation; 14) Insurance; 15) Complaints; 16) Interpretation; 17) Governing Law and Jurisdiction.