

The Vehicle Rental Agreement (“Agreement”) is entered into between:

- The Fleet Supplier; and
- You, the person who rents the Rental Vehicle, or the person who has been authorised by you to use the Rental Vehicle from the Fleet Supplier via the App ("Renter") during the Rental Period.

The Agreement sets out the terms and conditions governing the Renter’s use of the Rental Vehicle. For the purposes of the Agreement:-

- The term "App" shall mean the "GoCar Malaysia: Mobility Solutions" mobile application which is owned and operated by GoCar Mobility Sdn. Bhd. ("GoCar"), and which allows the users to view and rent vehicles from the respective Fleet Supplier;
- the term "Fleet Supplier" shall mean the owner of the Vehicle which may be either Mayflower Car Rental Sdn. Bhd., TC Euro Cars Sdn. Bhd., Chauffeur Safe Travel Sdn. Bhd. or Yinson Mobility Sdn. Bhd.
- the term "Rental Vehicle" shall mean the vehicle rented by the Renter from the Fleet Supplier via the App, as indicated in the invoice for the Rental Vehicle.

1. OWNERSHIP OF THE RENTAL VEHICLE

- 1.1. The Renter hereby acknowledges that the Rental Vehicle shall at all times remain the property of the Fleet Supplier, and the Renter shall acquire no rights to the Rental Vehicle other than the right to use the Rental Vehicle as a Renter and in accordance with the terms of this Agreement.
- 1.2. GoCar acts as an intermediary service provider to connect the Renter to the Rental Vehicle of the respective Fleet Supplier via the App. For the avoidance of doubt:-
 - 1.2.1. GoCar does not own the Rental Vehicles;
 - 1.2.2. the Agreement is between the Renter and the Fleet Supplier;
 - 1.2.3. the Fleet Supplier has designated GoCar as its service provider to oversee, manage and administer the Agreement as well as to provide assistance to and communicate with the Renter on its behalf, and is authorised by the Fleet Supplier to collect the relevant rental charges and other charges from the Renter; and
 - 1.2.4. the Renter shall correspond with GoCar in respect of any and all enquiries, requests, complaints and/or reports relating to the use of the Rental Vehicle under this Agreement as follows:-
Hotline: 1-300-30-2633, Email: hello@gocar.my

2. DISCLAIMER

- 2.1. Save as otherwise expressly provided in this Agreement, neither the Fleet Supplier nor GoCar makes any other warranties to the Renter in relation to the Rental Vehicle. To the maximum extent permitted by law, the Fleet Supplier and GoCar hereby disclaim all express, implied or statutory conditions, representations and warranties, including but not limited to any implied warranty or condition of merchantability and fitness for a particular purpose in respect of the Rental Vehicle.

- 2.2. For the avoidance of doubt, neither the Fleet Supplier nor GoCar shall be liable towards the Renter for any indirect or consequential loss or damage (including, without limitation, any loss of actual or anticipated profits, loss of revenue, loss of business, loss of opportunity, loss of goodwill and loss of reputation) or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability or other legal or equitable theory, whether or not the Fleet Supplier and/or GoCar has been advised of the possibility of such claim, loss, demand or damages.

3. RENTAL & OTHER CHARGES

- 3.1. The rental charges for the Rental Vehicle shall be as stipulated on the App and/or GoCar's website.
- 3.2. Payment for the rental charges shall be made in advance via the options made available by GoCar on the App from time to time. The Renter will not be able to access and drive the Rental Vehicle unless the rental charges have been paid.
- 3.3. In the event of any default in the payment of the rental charges and/or any other charges payable by the Renter, the Fleet Supplier shall be entitled to impose a late payment interest at the rate of eight percent (8%) per annum or such other rate as may be stipulated and notified by the Fleet Supplier on the outstanding charges ("Late Payment Interest").
- 3.4. The rental charges and other charges may be paid either by way of debit / credit card, GoPocket / GoBusiness points, online banking, or e-Wallet payments, or such other payment methods as may then be made available by GoCar in the App:
 - 3.4.1. Where the payment is made by way of credit card: MasterCard and Visa credit cards are accepted;
 - 3.4.2. Where the payment is made by way of e-Wallets: Boost, GrabPay, and Touch 'n Go e-Wallets are accepted;
 - 3.4.3. Another payment option for the rental charges is by way of "PayLater by Grab" ("Grab PayLater"). Any payment for the rental charges made by the Renters via Grab PayLater shall be bound by the terms and conditions, rules and regulations set by the relevant service provider. In the event that a Renter pays by way of "buy-now-pay-later" ("BNPL") option:
- 3.5. the Renter shall be deemed to have read and agreed to the terms of use and such other terms and conditions as set by the relevant BNPL provider.
- 3.6. The Renter hereby acknowledge and agrees that GoCar shall not be held liable in any disputes or issues between the Renter and the BNPL provider.
- 3.7. In the event that the Renter has requested for a booking cancellation, the payment for the rental charges will be refunded in GoPocket points.

4. TAXATION

- 4.1. In the event the Sales and/or Services Taxes ("SST") is imposed by the relevant Malaysian authorities on the rental charges and/or such other charges as may be payable by the Renter under this Agreement, the Renter hereby agrees to bear the SST.

5. RENTAL PERIOD

- 5.1. For Round Trips, The Renter shall set the rental period for the Rental Vehicle by selecting the "Booking Start Date & Time" and the "Booking End Date & Time" in the App ("Rental Period").
- 5.2. For Free Floating Trips, the Rental Period is flexible whereby the Renter may start their trip by selecting "Start Trip", and may subsequently end their trip by selecting "End Trip" along with choosing a drop-off location in the App.

6. USE OF THE RENTAL VEHICLE

- 6.1. Pickup and return of the Rental Vehicle:
 - 6.1.1. The Renter may select the desired pickup locations as may be made available by GoCar in the App and the confirmed pickup location (as selected by the Renter) and details will be reflected under the 'My Reservations' page in the App;
 - 6.1.2. The Rental Vehicle shall be returned to the Designated Location on or before the expiry of the Rental Period:-
 - 6.1.2.1. Where the rental of the Rental Vehicle is made under the "Round Trip" option, "Designated Location" shall mean the location from which the Rental Vehicle was first picked up by the Renter;
 - 6.1.2.2. When the rental of the Rental Vehicle is made under the "Free Floating" Option, "Designated Location" shall mean any location indicated within the GoCar Free Floating app as selected by the Renter. The selected Designated Location will be reflected under the 'My Booking' page of the App.
- 6.2. The Renter agrees to return the vehicle key to the keybox located in the Rental Vehicle at the time of return (except Rental Vehicles with push-start button).
- 6.3. In the event the Renter fails to return the Rental Vehicle to the Designated Location on or before the expiry of the Rental Period, the Renter shall be charged a late return fee resulting from the late return. These costs will be automatically deducted from the Renter's registered debit/ credit card registered with the App. For the purpose of clarity and illustration:
 - 6.3.1. in the event the Renter delays the return of the Rental Vehicle after the expiration of the Rental Period, the hourly rate of the rental charges will be charged double the amount of the rented car per hour;
 - 6.3.2. in the event, the Renter delays the return of the Rental Vehicle by less than one (1) hour but more than five (5) minutes after the expiration of the Rental Period, the late return fee will be computed based on one (1) whole hour.
- 6.4. For the avoidance of doubt, the imposition of the late return penalty shall be without prejudice to such other rights and remedies as may be available to the Fleet Supplier under this Agreement, including but not limited to its right to repossess the Rental Vehicle as set out in Clause 8.
- 6.5. The usage of the Rental Vehicle by the Renter:
 - 6.5.1. The Renter shall be of legal driving age, which is 18 years old and above, and the Renter can be a probationary license holder.
 - 6.5.2. Where the Renter is a non-Malaysian citizen, he/she shall possess a valid international driving license.

- 6.5.3. The Renter shall not have suffered or is not suffering from any physical infirmity and/or defective vision or hearing which may impair his/her driving abilities.
- 6.5.4. If the Renter is a Malaysian, he/she shall possess and present a valid driving license.
- 6.6. The Renter shall:
 - 6.6.1. not drive the Rental Vehicle whilst under the influence of alcohol or drugs;
 - 6.6.2. not use the Rental Vehicle for any purpose for which it is not expressly designed;
 - 6.6.3. not use the Rental Vehicle for commercial purpose, including but not limited to the property for hire;
 - 6.6.4. not use the Rental Vehicle to propel or tow any vehicle or other object;
 - 6.6.5. not use the Rental Vehicle to participate in any race, test, or contest;
 - 6.6.6. not use the Rental Vehicle in any manner whereby the Rental Vehicle will be loaded beyond its permitted capacity;
 - 6.6.7. not use the Rental Vehicle for any illegal and/or unlawful purposes;
 - 6.6.8. not use the Rental Vehicle to carry any item(s) that will discharge any unpleasant odours (e.g. pets, durians, salted fish, smoking and etc.). The Renter shall be liable to reimburse the Fleet Supplier for all costs incurred to eliminate such odours and the loss of rental days of the Rental Vehicle;
 - 6.6.9. clean the exterior, interior, and upholstery of the Rental Vehicle;
 - 6.6.10. ensure that the Rental Vehicle has sufficient engine oil, water, correct tyre pressure;
 - 6.6.11. bear the cost of replacing any flat tyre or battery that has occurred during the usage of the Rental Vehicle and shall promptly inform the Fleet Supplier on the same;
 - 6.6.12. if the Renter is a probationary driving license holder, bring along his/her own P sticker and affix it to the windscreens of the Rental Vehicle. Failing which, the Renter shall be fully responsible for any summons issued for the absence of the P sticker pursuant to the Renter's failure to supply his/her own P sticker.
- 6.7. Without prejudice to any other charges payable, the Renter is liable to pay under this Agreement, if the Rental Vehicle is held under custody by the police or any relevant authority due to any act, omission or event attributable to the Renter, the Renter shall be responsible and liable for the rental charges for the Rental Vehicle for the entire Rental Period and to pay for the loss of use of the Rental Vehicle which shall be charged based on the daily rate displayed in the GoCar mobile app / website.
- 6.8. A one-time fee of RM2,000 will immediately be charged for a period of 30 days, and subsequently a daily rate for the period of the Rental Vehicle being held under the custody commencing from the first day the Rental Vehicle is held under custody until the date on which the Rental Vehicle is released by the police or the relevant authority.
- 6.9. Without limitation to anything herein contained, the Renter shall:
 - 6.9.1. not do or attempt to do any act which may infringe upon the ownership or interests of the Fleet Supplier in the Rental Vehicle or which may affect the policy or policies of insurance on the Rental Vehicle;

- 6.9.2. not affect any mechanical or other modification to the Rental Vehicle, make any alterations or additions, or fit any towing equipment or other accessories or non-standard tyres to the Rental Vehicle without the prior written consent of the Fleet Supplier;
- 6.9.3. not remove or interfere with any identification marks or plates affixed to the Rental Vehicle, nor attempt nor permit the same;
- 6.9.4. not deface the paintwork or bodywork of the Rental Vehicle nor add or erect any painting, sign-writing, lettering, or advertising to or on the Rental Vehicle;
- 6.9.5. not take or allow the Rental Vehicle to be taken out of Malaysia without the prior written consent of the Fleet Supplier through email, and in the event such written consent is being given, the Fleet Supplier may impose such terms and conditions as it may deem fit;
- 6.9.6. bear the full cost of the repair or rectification of any damage to the Rental Vehicle resulting from the negligence / intentional act / vandalizing act / improper use of the Rental Vehicle by the Renter, including but not limited to the following circumstances:-
 - where the Rental Vehicle is driven by any person other than the Renter;
 - where the Rental Vehicle is used in breach of any of the terms set out under Clauses 6.5 and Clauses 6.6;
 - where the Rental Vehicle is driven on any beach or in any other area exposed to saltwater;
 - where the Rental Vehicle is driven in any area or under any circumstances where the Rental Vehicle becomes partially or totally immersed in water;
 - where the Rental Vehicle sustains damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface, including where the Rental Vehicle is driven or attempted to be driven under, over or around any such object;
 - where the damage to the Rental Vehicle is caused by a collision with a human or an animal, or whilst avoiding a collision with a human or an animal.
- 6.9.7. be liable for any missing, stolen, or damaged parts and/or accessories of the Rental Vehicle occurred during the usage of the Rental Vehicle where costs will be automatically deducted from the Renter's registered debit/ credit card registered with the App;
- 6.9.8. be liable for the costs of replacement of any lost car key(s) and/or the costs for creating additional car key(s) for the Rental Vehicle where costs will be automatically deducted from the Renter's registered debit/ credit card registered with the App;
- 6.9.9. look after the Rental Vehicle and ensure that it is properly locked and secured and parked in a safe place when not in use.

7. PARKING & FINES

- 7.1. The Renter shall be solely liable for all parking fees, traffic fines, penalties, replacement access cards or summonses incurred in respect of the Rental Vehicle during the Rental Period.
- 7.2. Any parking fees, traffic fines, penalties or summonses incurred by the Renter during the Rental Period, together with an additional administration fee of RM10.00 (subject to the prevailing SST charges) will be automatically deducted from the Renter's registered debit/ credit card registered with the App.
- 7.3. Loss of access card or ChargEV card is chargeable at RM300 per access card.

8. REPOSSESSION OF THE RENTAL VEHICLE

- 8.1. The Fleet Supplier shall be entitled to repossess the Rental Vehicle without sending any notice to the Renter, either by itself or through its service provider (which may include but not limited to GoCar), where:
 - there has been a breach in the terms of use of the Rental Vehicle by the Renter;
 - on Round Trip, the Renter has failed to return the Rental Vehicle to the Designated Location upon the expiry of the Rental Period, and there has not been any extension of the Rental Period by the Renter, or
 - on a Free Floating Trip, the Renter has failed to return the Rental Vehicle to the Designated Location after the Renter ended their trip and/or has failed to pay and top-up the GoPocket points after it has reached zero points or lower during the trip.
- 8.2. The repossession fee chargeable is based on the daily rate shown on the GoCar mobile app.
- 8.3. To the fullest extent permitted by law, the Renter hereby agrees to waive any right to any hearing or to receive any notice or legal process as a pre-condition for the Fleet Supplier to repossess the Rental Vehicle.
- 8.4. The Renter hereby authorises the Fleet Supplier and/or its service provider to enter any premises owned or occupied by the Renter, or where necessary, to make all reasonable efforts to secure and obtain the right, license, and/or permission for the Fleet Supplier and/or its service provider to enter any premises for purposes of repossessing the Rental Vehicle.
- 8.5. The Renter shall reimburse the Fleet Supplier for all costs and expenses incurred in the repossession of the Rental Vehicle, and shall indemnify the Fleet Supplier and/or its service provider against any and all claims which may be brought by any third party resulting from the repossession of the Rental Vehicle where costs will be automatically deducted from the Renter's registered debit/ credit card registered with the App.
- 8.6. The Renter shall reimburse the Fleet Supplier for repossession fees for locations beyond Kuala Lumpur and Selangor at the following rates:
 - Negeri Sembilan: RM100 / trip
 - Kelantan, Kedah, Perlis, Penang, Terengganu, Johor: RM300 / trip
 - All other Peninsular Malaysia states: RM200 / trip
- 8.7. The Fleet Suppliers shall not be liable to the Renter for:
 - 8.7.1. The loss or damage to any property left, stored, loaded, or transported in or upon the Rental Vehicle by the Renter and/or his/her passengers

during the Rental Period. The Renter hereby agrees to release, indemnify and hold the Fleet Suppliers and/or GoCar harmless from any claims for the loss or damage to such property.

9. SERVICE & MAINTENANCE OF THE RENTAL VEHICLE

- 9.1. If the Renter experiences any problem with the Rental Vehicle during the Rental Period (e.g. due to accident or mechanical failure), the Renter may seek assistance by dialing the toll-free number of 1300-30-2633.
- 9.2. The Renter shall not allow any third party to carry out any repair, service, and/or maintenance work on the Rental Vehicle without having obtained the Fleet Supplier's prior written consent.
- 9.3. The Renter shall be responsible for any additional costs incurred from the tow truck assistance rendered.

10. REPLACEMENT VEHICLE

- 10.1. Neither the Fleet Supplier nor GoCar shall be obliged to provide any replacement vehicle to the Renter, subject to certain exceptions as may be assessed on a case-by-case basis by GoCar.

11. INSURANCE

- 11.1. The rental charges of the Rental Vehicle are inclusive of car insurance coverage of:
 - Up to RM200,000 for death or injury to all passengers in the Rental Vehicle subject to determination;
 - Property damage liability up to RM3,000,000.00 only on per occurrence basis,
 - and the Renter hereby acknowledges and agrees that the above-mentioned insurance coverage in respect of the Rental Vehicle may be subject to changes and shall be subject to the relevant insurance policy as procured by the respective Fleet Supplier. In the event that there is any change to the above-mentioned insurance coverage, the Fleet Supplier shall notify the Renter on the same.
- 11.2. The aforesaid insurance coverage shall only be effectively provided if the Renter:
 - Shall have lodged a police report on the accident within twenty-four (24) hours;
 - If the accident is caused by a third party vehicle, shall have obtained all necessary third party details; and
 - Shall have reported the accident to GoCar within twenty-four (24) hours from the time of the accident.
- 11.3. In the event of a car accident, the Renter shall be responsible for the full repair costs due to damages caused to the Rental Vehicle in the car accident, unless the Renter has purchased a collision damage waiver package from GoCar (please refer to General Terms of Use of GoCar App). If the police report made has

determined the damages are not caused due to the fault of the renter, 50% the excess fees paid shall be paid by the Renter.

- 11.4. If the entire or part(s) of the Rental Vehicle is stolen or lost, the Renter shall be liable for:
- The costs of replacing the stolen vehicle or part(s) stolen from the Rental Vehicle up to a maximum responsibility amount, including but not limited to the loss of rental days of the Rental Vehicle; and/or
 - Where only part(s) of the Rental Vehicle is stolen, the costs associated with the replacement of the stolen part(s) and the recovery and storage of the Rental Vehicle immobilised as a result of the theft.

12. TERMINATION OF THE AGREEMENT

- 12.1. The Agreement shall automatically upon the expiry of the Rental Period unless there is a prompt extension of the same by the Renter.
- 12.2. In addition, this Agreement will be terminated immediately with a written notice if there is a breach of any terms of this Agreement by the Renter.

13. CONSEQUENCES OF EXPIRY/ TERMINATION OF THE AGREEMENT

- 13.1. Upon the expiry or such early termination of the Agreement, the Renter shall forthwith return the Rental Vehicle to the Designated Location, failing which the late return penalty fee as set out in Clause 8.4 shall apply, and the Fleet Supplier shall also be entitled to exercise its right to repossess the Rental Vehicle as set out in Clause 8.6.
- 13.2. Return of the Rental Vehicle:
- The Rental Vehicle shall be returned in good order, repair, and condition (fair wear and tear resulting from the proper use of the Rental Vehicle exempted). The Fleet Supplier shall be entitled to charge the Renter such reasonable amount as may be necessary to restore the Rental Vehicle to pre-rental condition.
 - The Rental Vehicle is let out with fuel level as specified in the Rental Vehicle and must be returned the same. The Rental Vehicle shall be filled only with unleaded petrol for all car models. In the event the Rental Vehicle is not returned with the specified fuel level, a refuelling service charge, subject to the prevailing SST Charges will be charged to the Renter.
- 13.3. The expiry/termination of this Agreement for whatsoever reason shall be without prejudice to the rights of either party including the right to claim damages in respect of any antecedent breaches by the other party prior to the effective termination expiry date of this Agreement.
- 13.4. The expiry/termination of this Agreement shall not affect the coming into force or the continuance in force of any provision(s) hereof which is expressly or by implication intended to come into or continue in force on or after such expiry/termination, including but not limited to the Renter's liability to indemnify the Fleet Supplier and/or GoCar under this Agreement.

14. FORCE MAJEURE

- 14.1. The Fleet Supplier shall not be liable to the Renter in any way whatsoever for the failure or delay to perform any of its obligations under this Agreement due to any cause arising out of war, rebellion, civil commotion, strikes, lock-outs, and industrial disputes, fire, explosion, Act of God or the requisitioning or other act or order by any government department, council or other constituted body, or any other event or circumstance which could not have been foreseen and/or prevented by the Fleet Supplier with reasonable precautions ("Force Majeure Event").
- 14.2. The Fleet Supplier shall not be under any liability to the Renter in any way whatsoever for the failure or delay to perform any of its obligations under this Agreement due to the Force Majeure Event. If the Fleet Supplier is unable to perform its obligations under this Agreement as a result of the effect of any of the Force Majeure Event, the Fleet Supplier shall within seven (7) days of the occurrence of such event give written notice to the Renter of the inability.
- 14.3. The operation of this Agreement shall be suspended during the period in which the Force Majeure Event continues. If the Force Majeure Event shall prevent the Fleet Supplier from performing its obligations for a continuous period of more than thirty (30) days from the date of the written notice from the Fleet Supplier, the Fleet Supplier may terminate this Agreement by giving written notice.

15. MISCELLANEOUS

- 15.1. Time of the Essence. Time wherever mentioned in this Agreement shall be of the essence in this Agreement.
- 15.2. Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect, such provision shall be fully severable and ineffective to the extent of its invalidity, illegality or unenforceability shall not affect or impair the validity, legality, and enforceability of the remaining provisions hereof in any way. This Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised a part hereof.
- 15.3. Waiver. Failure by the Fleet Supplier to enforce at any time any of the provision of this Agreement shall not be construed as a waiver of any continuing breach of any provision of any other provision of this Agreement or as a waiver of any rights under this Agreement.
- 15.4. Governing Law & Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of Malaysia. The parties hereby agree to submit to the exclusive jurisdiction of the Malaysian courts in connection with any dispute arising out of or in connection with this Agreement.

This "General Terms of Use of GoCar App" ("Terms") sets out the terms and conditions on which you may access and use the GoCar mobile app or website ("GoCar App") and it constitutes a legally binding agreement between you (as a member of GoCar App) and GoCar Mobility Sdn Bhd (Company No: 201501016594 (1141928-U)) ("GoCar").

For the purpose herein, "Affiliates" shall mean that with respect to an entity, any entity that: (i) is controlled directly or indirectly by; (ii) controls directly or indirectly; or (iii) is under common control with such entity; and "control" for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.

1. GoCar is an on-demand vehicle sharing platform that allows you to book a vehicle by the hour or day via the GoCar app. Please note that:-
 - 20.1 GoCar is a technology company that purely provides the platform for car rental services to take place between you and the fleet supplier of the vehicles.
 - 20.2 GoCar is not the owner of the vehicles listed in the GoCar App. The vehicles are owned by the respective fleet supplier. The GoCar App helps to link you with the cars provided by the fleet supplier, but this shall not be construed as a vehicle rental service by GoCar.
 - 20.3 GoCar has been designated by the fleet suppliers to oversee, manage and administer the vehicle rental arrangement, and is authorized by the fleet suppliers to collect the relevant rental fees and charges from you on their respective behalf.
 - 20.4 The term "fleet supplier" shall mean the owner of the vehicles which may be either Mayflower Car Rental Sdn. Bhd., TC Euro Cars Sdn. Bhd., Chauffeur Safe Travel Sdn Bhd or Yinson Green Technologies Sdn Bhd.
 - 20.5 The rental of the vehicle will be a contractual matter strictly between you and the respective fleet supplier, and the vehicle rental agreement which sets out the terms and conditions governing your use of the vehicle will be accessible once you successfully sign up and register an account in the GoCar App.
 - 20.6 GoCar will not be a party to the vehicle rental agreement between you and the fleet supplier and shall not be responsible or liable in respect of the acts and/or omissions of the fleet supplier in the provision of the vehicle rental services to you.
2. In order to use the GoCar App and the services therein, you must register yourself as a member of the GoCar App for a valid account and accept these Terms. By registering, accessing and/or using the GoCar App, you hereby agree to be bound by these Terms without limitation or qualification. If you do not agree with any of these Terms, please immediately discontinue your access to and/or usage of the GoCar App.
3. The processing of your personal data by GoCar pursuant to your registration with and use of the GoCar App shall be subject to the privacy policy as published by GoCar on its website at <https://gocarhelp.zendesk.com/hc/en-us/articles/212198388-Privacy-Policy-PDPA-> ("Privacy Policy"). The Privacy Policy shall form part of these Terms.
4. The application to be registered as a member of the GoCar App ("Membership Application") will be subject to a one-time non-refundable membership fee of RM20.00 or such other amount as may then be designated by GoCar at the time of your application. The membership fee shall be chargeable to you by GoCar when you make your first booking in GoCar App.
5. If you are registering as an individual, you must download the GoCar App and register for an individual account together with the required information and documents (as indicated in para 8 below) via the GoCar App.

6. If you are registering as:
 - 6.1 you must be between eighteen (18) to seventy-five (75) years old;
 - 6.2 you must possess an NRIC and a valid driver's license (if you are a non-Malaysian citizen, you must possess a valid passport and international driving permit);
 - 6.3 you must possess a valid Malaysian phone number;
 - 6.4 you must possess a valid debit or credit card;
 - 6.5 you must possess a valid email address;
 - 6.6 you must be a legally incorporated company in Malaysia;
 - 6.7 you must possess a valid email address; and
 - 6.8 you must possess a valid Malaysian or international phone number (hereinafter referred to as "Eligibility Requirements").
7. You shall also submit a picture of your driving license and identity card through the GoCar App or Website to complete the registration process.
8. If you are registered as a probationary license holder (P License) and subsequently obtained a Competent Driving Licence (Full Licence), it is your responsibility to update GoCar accordingly.
9. If you are (i) 18-20 years old or are a probationary license holder; and (ii) is involved in an accident while driving the vehicle, a compulsory fee of RM400 will be charged to you, irrespective of whether you are at fault or not and notwithstanding your purchase of the CDW (as defined in Clause 20 below) package (if any).
10. By submitting the Membership Application, you warrant that you meet the Eligibility Requirements and all information and documents provided to GoCar are complete, accurate, and not misleading. You shall notify GoCar immediately if you cease to meet any of the Eligibility Requirements at any time while you continue to be a member.
11. Your Membership Application will be subject to verification and approval by GoCar. You will receive an email notification once your Membership Application and account is approved.
12. GoCar may, in its sole discretion, approve or reject any Membership Application, without having to assign any reason thereto.
13. By registering as a member and for an account with the GoCar App, you represent and warrant that:
 - 20.1 you have read, understood and agreed to adhere to these Terms that establish a legally binding agreement between you and GoCar; and
 - 20.2 you are legally capable of entering into a legally binding agreement and not in breach of any laws or regulations by entering into such agreement.
14. You are entitled to set your user ID and password for the account under the GoCar App (collectively referred to as the "Log In Credentials"), and shall be responsible for maintaining the confidentiality, security, and use of your Log-In Credentials:
 - 14.1 all confirmations, withdrawals, actions, acceptances, updates or whatever representations or dealings that have been received by GoCar via your account shall be binding on you, whether given by you or other persons purporting to be you. You shall be solely responsible to GoCar for all activities that occur under your account.
 - 14.2 GoCar shall not at any time be under any duty or obligation to verify the identity or authority of the person dealing with GoCar apart from verifying the Log-In Credentials. You shall be fully responsible for any accidental or unauthorized disclosure of your Log-In Credentials to any other person and shall bear the risk of any unauthorized usage of your Log-In Credentials.
 - 14.3 If you become aware of any unauthorized use/ access to your account, you shall immediately notify GoCar and follow GoCar's advice. Until GoCar actually receives such notification, you shall remain responsible for any access and all use of the GoCar App by the unauthorized person. GoCar shall reserve the right to impose any administration fees in disabling and/or updating your Log-In Credentials.

15. Use of the GoCar App:
 - 20.1 It is your responsibility to ensure that your mobile device meets the compatibility requirements and/or specifications for the use of the GoCar App.
 - 20.2 GoCar may provide updates and/ or modifications to the GoCar App, or to change, suspend or discontinue all or any part of the GoCar App from time to time at its sole discretion without notification to you.
 - 20.3 Your terms of agreement with your mobile network provider will continue to apply during your use of the GoCar App. As a result, you may be charged by the mobile network provider for access to network connection services for the duration of the connection while accessing the GoCar App, or any such third party charges as may arise. You hereby agree that you shall be responsible for any such charges that arise.
 - 20.4 GoCar does not warrant that the use of the GoCar App will be uninterrupted, error-free, or free from viruses, worms, trojan horses, spyware, adware, malware, harmful or malicious code, or other defects. The GoCar App is provided by GoCar on an "AS IS" basis, and the use of the GoCar App by you shall be at your sole risk.
 - 20.5 The GoCar App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. GoCar shall not be liable or responsible for any delays, interruptions, failures, damages or losses resulting from such problems.
 - 20.6 All trademarks, copyright, database rights and other intellectual property rights of any nature in the GoCar App, together with the underlying software code, shall be the property of GoCar and/or its related companies. You shall not, nor allow any third party to: (i) make and distribute copies of the GoCar App (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the GoCar App; or (iii) create derivative works of the GoCar App of any kind whatsoever.
 - 20.7 User verification shall be required prior to unlocking the vehicle. In the event the user verification fails, GoCar reserves the right to deny any refunds.

16. Use of the vehicle:
 - 16.1 your negligence, omission or wilful misconduct in the use of the vehicle; and/or
 - 16.2 the breach of any of your obligations and/or duties under these Terms.
 - 16.3 Pursuant to the fleet supplier's authorization, GoCar shall be entitled to charge you (on the fleet supplier's behalf) for any traffic fines or summonses incurred by you during the rental period which has not been paid for, together with an additional administration fee of RM10.00 (subject to the prevailing SST charges).
 - 16.4 You shall defend, indemnify and hold harmless GoCar from and against all damages, liabilities, costs, expenses (including, without limitation, reasonable legal fees), claims or judgment that arise out of or results primarily from:
 - 16.5 You shall be responsible to report on the condition of the vehicle by taking a picture of the vehicle prior to your commencement of use of the vehicle and after your usage of the vehicle. You shall be liable for any missing, stolen or damaged parts and/or accessories of the vehicle occurred during your usage of the vehicle.

17. Telematics device ("Device") on the vehicle:-
 - 17.1 Identifying the location of the vehicle for purposes of the provision of roadside assistance and/or the repossession of the vehicle;

- 17.2 Assisting with the identification, assessment or the investigation of insurance claims in respect of the vehicle.
- 17.3 you shall be responsible for the costs of re-installation or reconfiguration of the Device due to the unauthorized tampering, modification, adjustment or dismantling of the Device; and
- 17.4 Without prejudice to your liability towards the fleet supplier under the vehicle rental agreement in respect of any damage caused to the vehicle arising from the unauthorized tampering, modification, adjustment or dismantling of the Device, you shall also be fully responsible and liable to indemnify GoCar for all costs, damage and losses which GoCar may have suffered as a result of the unauthorized tampering, modification, adjustment or dismantling of the Device.
- 17.5 Pursuant to the fleet supplier's authorization, all the vehicles listed in the GoCar App are installed with the Device. Via the Device, GoCar will collect information such as the location of the vehicle and your driving behavior (collectively, the "Data").
- 17.6 GoCar may use the Data, and may share the Data with the fleet supplier and/or its service provider for the following purposes:
 - travel and usage pattern study purposes; and
 - locating the vehicle and recovery purposes;
- 17.7 You shall not, and shall not permit any person to, tamper or dismantle the Device, failing which all you shall be responsible to cover all related costs and repairs.

18. Collision Damage Waiver ("CDW")

- 18.1 CDW limits the amount you need to pay for repairs due to damages caused to the vehicle in a car accident. In the event you have opted for this CDW and you are involved in a car accident causing damages to the vehicle, provided that you have not breached any terms of the vehicle rental agreement, you will only be liable to a reduced repair cost as follows:

| Scenario | Model | Repair Cost Payable |
|-------------|------------|---|
| Without CDW | All models | Full repair cost |
| With CDW | All models | <p>(a) Lite Package</p> <p>You will only be liable to pay maximum of RM2,000.00 of the total repair cost.</p> <p>(b) Standard Package</p> <p>You will only be liable to pay maximum of RM500.00 of the total repair cost.</p> <p>(c) Essential Package</p> <p>You will only be liable to pay maximum of RM200.00 of the total repair cost.</p> |

* Note: If you are 18-20 years old or a holder of a Probationary Driving License (P-Licence) involved in an accident while driving the vehicle, you hereby authorizes GoCar to charge RM400 to your registered credit and/or debit cards as a compulsory fee, irrespective of whether you are at fault or not, in reference to the Malaysian Motor Claims Guide.

* There are three (3) types of packages of CDW that you may opt for, i.e. Lite package, Standard package and Essential package. You may opt for the type of CDW package when you book the vehicle via the GoCar App, and once payment is made, you are not allowed to change the type of CDW package.

* For the avoidance of doubt, the CDW package that you have opted and purchased will only apply to the rental period of the vehicle.

* Please note that only the Lite package of CDW will be available for “Free Floating” trips.

18.2 You shall be responsible to pay for the CDW fees immediately after making the police report. In the event the post accident police report determines you are not at fault, the CDW fees will be refunded to you.

18.3 CDW shall only be effective subject to your compliance with the following:

18.3.1 You shall have lodged a police report within twenty-four (24) hours of the loss/damage/theft of the vehicle;

18.3.2 Where applicable, you shall obtain the names, identity card or copy of passport, visa and addresses of all parties involved, including the witness(es);

18.3.3 You shall not have entered into any settlement relating to the loss, damage and/or theft of the vehicle without the prior written consent of GoCar;

18.3.4 You shall not have left or abandoned the vehicle without adequate provisions for safeguarding and securing the same;

18.3.5 You shall promptly notify GoCar of such accident;

18.3.6 You shall deliver all correspondence, writs or documents of any kind received by you relating to accidents involving the vehicle and shall fully cooperate with the GoCar and the fleet supplier in the investigation and defence of any claim, prosecution or suit.

18.4 CDW shall not be applicable where the vehicle has been driven or operated in violation of the terms of the vehicle rental agreement, and you shall be liable to pay GoCar and the fleet supplier the FULL costs of the damaged/stolen/lost vehicle and/or part(s) thereof, including but not limited to the labor, towing and storage costs as well as the fleet supplier’s loss of use of the vehicle.

18.5 18.4 In the event of an accident and (i) you are deemed at fault by the police investigation or (ii) no police report is lodged by you, GoCar shall have the rights to charge you immediately on the full repair costs of the vehicle. On the other hand, if you have purchased CDW and you are found at fault by the police report, you will only be liable to pay the reduced repair cost as stated in Clause 20(a) above. Should GoCar not be able to charge your card, you must pay the repair costs to GoCar within twenty-four (24) hours.

18.6 In the event you have opted for CDW and there is damage caused to the vehicle not attributable to you but due to flood, landslide, fallen tree during storm and thunderstorm, provided that you have not breached any terms of the vehicle rental agreement, you will only be liable to pay a reduced repair cost based on the CDW package purchased as stipulated in Clause 21.1.

19. Premium Flex and Basic Flex Package

Premium Flex package

- 19.1 There are two (2) types of Flex packages (i.e. Basic Flex Package or Premium Flex package as described below) which is an upgraded benefit for your reservation of rental of the vehicle that you may opt for when you book a vehicle via the GoCar App, and once payment of the relevant rental fee is made, you are not allowed to change the type of Flex package:
- 19.2 Premium Flex package will be chargeable at RM5.00 per one (1) vehicle and in the event you have opted and purchased Premium Flex package, you have the flexibility for a late return of vehicle within the duration of 30 minutes, a full refund of the relevant rental fees that have been paid to GoCar and fees paid for the relevant CDW package (if user verification fails under Clause 18(7) above) and unlimited count to change date and time of reservations, subject to availability of vehicle. If you have delayed the return of vehicle for more than 30 minutes, a late return fee shall be imposed.

Basic Flex package

- 19.3 In the event you have opted for Basic Flex package, a late return fee shall be immediately imposed on you once there is a late return of vehicle regardless the period of delay, no refund shall be available and no change of date and time of reservation is allowed.

Note

- * Premium Flex package will be selected by default unless otherwise opted by you.
- * Both packages are only applicable for Round Trip bookings.
- * Under the Premium Flex package, you shall be refunded via GoPocket Points into your GoCar account under the GoCar App.

20. GoCar reserves the absolute rights and discretion to suspend and/or terminate your account in the GoCar App, if GoCar determines or reasonably suspects that:
- 20.1 you have breached any of these Terms;
 - 20.2 you have provided false information and/or documentation to GoCar;
 - 20.3 you are or may be engaged in any unauthorized and/or dishonest and/or fraudulent account activity or behavior;
 - 20.4 you have breached any of the terms of the vehicle rental agreement with the respective fleet supplier.
21. GoCar shall not be liable for any damages of any type or any loss of profits (whether direct or indirect) which may arise from your use of the GoCar App. You hereby agree to release, indemnify and keep indemnified GoCar from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by GoCar to any person arising out of or in connection with:-
- 21.1 your failure to comply with these Terms;
 - 21.2 your use of the vehicle;
 - 21.3 your breach of any applicable laws and regulations in using the services provided via the GoCar App; or
 - 21.4 any information, documents, content or item that you may have submitted, posted, transmitted, or made available to GoCar.

22. Amendment etc. to the Terms:
- 22.1 GoCar reserves the right to amend, revise or modify any of these Terms at any time at its absolute discretion without prior notice to you, and such amended, revised or modified terms ("Amended Terms") shall be effective upon their publication on the GoCar App.
- 22.2 You shall be responsible to check these Terms regularly to ensure that you are aware of all the terms governing your use of the GoCar App including the Amended Terms (if any). For the avoidance of doubt, GoCar shall not be responsible to ensure that you are aware of the Amended Terms.
- 22.3 If you do not agree to the Amended Terms, you shall discontinue the use of the GoCar App and you shall notify GoCar to terminate your account immediately. Your continued use of the GoCar App shall constitute your acceptance of such Amended Terms.
- 22.4 For the avoidance of doubt, you hereby acknowledge that the respective fleet supplier reserve the rights to amend the terms and conditions of the vehicle rental agreement, and such amendment shall be effective upon their publication on the GoCar App and GoCar's website. You shall be responsible to check for the latest terms and conditions of the vehicle rental agreement regularly.
23. GoCar will not be liable or responsible for any failure to perform, or delay in performance of any of its obligations relating to the GoCar App that is caused by any act or event beyond its reasonable control, including but not limited to interruptions or failure of internet or the public or private telecommunications networks, pandemics, strikes, acts of war, terrorism, acts of God or an act or order by government ("Force Majeure Event"). If a Force Majeure Event takes place and affects the GoCar App, (i) GoCar's obligations under these Terms will be suspended and the time for performance of GoCar's obligations will be extended for the duration of the Force Majeure Event, and (ii) GoCar will use its reasonable endeavors to find a solution by which GoCar's obligations under these Terms may be performed despite the Force Majeure Event. Notwithstanding that, your payment obligations shall not be suspended by the Force Majeure Event.
24. Time, wherever mentioned in these Terms, shall be deemed to be of essence.
25. If any one or more of the provisions contained in these Terms is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in any way or impaired thereby.
26. All notices, demands or other communications required to be given or made to GoCar shall be made in writing and delivered by personal service, prepaid registered post or email at the address, facsimile and/or email address as set out hereunder (or to such other address, and/or email address as may be notified by GoCar to you from time to time):-
Address: Lot 1A, Jalan Kemajuan, Section 13, Petaling Jaya
46200, Selangor Darul Ehsan, Malaysia.
Email address: hello@gocar.my
Any notices, demands or communications by GoCar may be given or made to you via phone calls, emails, in-app notification via the GoCar App and publishing on GoCar's website.
27. These Terms shall be governed by and interpreted in accordance with the laws of Malaysia. Any and all unresolved disputes or controversies arising out of or in relation to these Terms

and/or the use of the GoCar App shall be submitted to the exclusive jurisdiction of the court of Malaysia.

28. These Terms shall constitute the entire agreement between you and GoCar, and shall supersede any prior agreements or understandings not incorporated herein.
29. No failure or any delay in exercising any right of remedy by GoCar under these Terms shall operate as a waiver thereof. In addition, you shall not transfer or assign any of your rights or obligations under these Terms to any other third party without the prior written consent of GoCar.
30. For the avoidance of doubt, the relevant rental fees will be imposed with 6% SST. Please find the breakdown of charges, fines and other fees at GoCar's FAQ page.

Anti-Bribery Anti-Corruption Clause

Warisan TC Holdings Berhad and its group of companies ("WTCH") take a zero tolerance approach to violation of any applicable anti-corruption and anti-bribery laws and regulation by you, your employees, officers, directors, sub-contractors and/or Affiliates. Any violation thereof constitutes material breach of the terms herein which entitles WTCH to forthwith terminate the transaction herein and the agreement between the parties (where applicable) and/or enforce its right and seek remedies available to it at law or in equity as a result of such breach.

Maybank x GoCar Marketing Collaboration Terms and Conditions

- Maybank customers are eligible to use the promo code "MBBEVDAY" to enjoy 35% discount on GoEV rentals via GoCar's App. This 35% discount is capped at RM140 per user, per daily rental and up to a maximum of 450 users only.
- GoCar users who have successfully completed the EV rental using the promo code "MBBEVDAY" during the campaign period 11th November 2024 till 11th February 2025 via the GoCar App or Website will be entitled for an additional RM30 cashback if the user is:
 - An existing Maybank customer who already has a MAE wallet
 - A new Maybank customer and has signed up for a MAE wallet
- The RM30 cashback will be credited into the Maybank customer's MAE wallet by 31st March 2025 and is capped to a maximum of 450 users.