

Privacy Notice on Personal Data Protection Act (2010)

by DRIVOR Sdn. Bhd.

1. Definitions:-
 - 1.1. "Us", "our" and/or "we" means DRIVOR Sdn. Bhd. and/or any company, organisation, corporate body, and/or entity forming any part of DRIVOR Sdn. Bhd.;
 - 1.2. "PDPA" means Personal Data Protection Act 2010 (Act 709) and any and all subsidiary legislation, regulations, and/or orders made thereunder and as may be supplemented from time to time and any guidelines and/or directives issued by any relevant authority;
 - 1.3. "Personal data" has the meaning assigned to it under the PDPA;
 - 1.4. "Processing" shall have the meaning assigned to it by the PDPA; and
 - 1.5. "Services and/or products" means any services, goods, items, products, websites, applications, amenities and/or facilities provided by us.
2. Your personal data that you have submitted to us will be processed by us or by parties acting on our behalf. Such personal data will include (but will not be limited to) your name, national registration identity card number, passport number, driving license number, international driving permit, nationality, race, birth date, age, gender, address, telephone number, e-mail address, religious beliefs, medical records, criminal records, affiliations, political beliefs and any other information relating directly or indirectly to you or which may be used to identify you as our Customers.
3. We may process your personal data that you have submitted to us for the following purposes:-
 - 3.1. To provide you with services and/or products and any other purpose relating to our provision and/or your usage of said services and/or products;
 - 3.2. To maintain internal records;
 - 3.3. To verify your identity;
 - 3.4. To contact you with offerings;
 - 3.5. To respond to your queries, if any;
 - 3.6. To enable you to enter into a contract with us;
 - 3.7. To carry out research and analysis;
 - 3.8. To conduct marketing and promotion;
 - 3.9. To conduct audits, investigations, or any other inquiry;
 - 3.10. To conduct any legal proceedings or in relation to any legal action;
 - 3.11. To prevent any unlawful act;
 - 3.12. To carry out any action provided for by law or required by an authority; and
 - 3.13. To achieve any other purpose which, in our estimation, is necessary and/or reasonable in the circumstances.
4. We may collect your personal data from the following sources:-
 - 4.1. From you;

- 4.2. From your usage of the services and/or products and/or our website;
 - 4.3. From any communication provided by you to us;
 - 4.4. From any publicly available source; and
 - 4.5. From any third party.
5. You have the right to request access to and to request correction of the personal data that you have submitted to us. We reserve the right to refuse any request for access or correction to the personal data that you have submitted to us. To exercise this right, please contact us by using the contact information provided on our website. Note that your Customers' exercise of the aforesaid right may have effects on our provision of the services and/or products (such effects may include the non-provision of the services and/or products) to your Customers and we are not liable for any loss, damage, or any other liability resulting directly or indirectly from such effects.
6. We may disclose your personal data to the following parties:-
- 6.1. A party to whom disclosure is provided for under law or required by an authority;
 - 6.2. A company related to us;
 - 6.3. Our business partners, employees, hub operators, mini-hub operators, Service Providers, and suppliers;
 - 6.4. Auditors, consultants, accountants, lawyers, or advisors; and
 - 6.5. Any other party to whom disclosure is, in our estimation, necessary and/or reasonable in the circumstances.
7. You have the right to limit our processing of your personal data. To exercise this right, you may contact us using the contact information provided on our website. Note that your exercise of the aforesaid right may have effects on our provision of the services and/or products (such effects may include the non-provision of the services and/or products) to you and we are not liable for any loss, damage, or any other liability resulting directly or indirectly from such effects.
8. The personal data that you have provided to us is obligatory and necessary in order for us to provide you with the services and/or products. Any failure to provide such personal data may have effects on our provision of the services and/or products (such effects may include the non-provision of the services and/or products) to you as our Customers and we are not liable for any loss, damage, or any other liability resulting directly or indirectly from such effects

Terms And Conditions For Car Rental (Terms and Condition)

1. INTRODUCTION

- 1.1. DRIVOR CAR RENTAL is registered under Drivor Sdn Bhd, a company founded and incorporated in Malaysia with its business address located at 16 Jalan Bukit Impian 16, Taman Impian Emas, 81300 Skudai, Johor (hereinafter referred to as **"DRIVOR"**). DRIVOR offers comprehensive car leasing services to both domestic and international travelers. Our core business revolves around facilitating seamless transportation solutions for our customers, ensuring they enjoy their journey with the utmost convenience and comfort (**"the Business"**).
- 1.2. You (as **"the renter"**), hereby agree to rent a vehicle from DRIVOR (**"Rental Vehicle"**), whereupon the details and specifics of the Rental Vehicle will be determined by your preferences, which you have expressed via DRIVOR's platform, located at <https://www.drivor.my> and whatsapp 60182126206 (**"the Platform"**). Drivor agrees to provide the Rental Vehicle for Rent to you, in accordance with the provisions outlined in these Terms and Conditions.
- 1.3. By utilizing this website and the services offered by DRIVOR, the renter implicitly agrees to the provisions outlined in these Terms and Conditions. The renter's engagement with the Platform signifies their understanding and acceptance of these stipulations.
- 1.4. The renter acknowledges and accepts that DRIVOR holds the unequivocal authority to modify, revise, and/or amend any clauses of these Terms and Conditions. The updated Terms and Conditions will be made available on the Platform. The renter's continued use of the Platform and DRIVOR's services, subsequent to any modifications, revisions, or amendments to these Terms and Conditions, will be deemed as the renter's acceptance of such changes.

2. RENTAL REQUIREMENTS

- 2.1. DRIVOR and the renter mutually agree that the Rental Vehicle shall only be driven exclusively by the renter and/or any additional person(s) who have been duly registered by the renter and granted authorization by DRIVOR, (hereinafter collectively referred to as **"Drivers"**). The renter hereby undertakes and covenants with DRIVOR as follows:-
 - I. that the Drivers of the Rental Vehicle must fall within the prescribed age. For standard vehicles, drivers shall be between the ages of twenty-three (23) and sixty-five (65) years. Meanwhile, for luxury vehicles, we require that drivers be aged within the range of twenty-five (25) to sixty-five (65) years;
 - II. that the Drivers hold a valid 'Competent Driving License' (**"CDL"**) for Malaysian citizens.

For international visitors planning a journey to Malaysia, it's important to understand the local driving regulations. As per Section 28 of the Road

Transport Act (APJ) 1987, a driving license issued by any **ASEAN** member state is also considered valid in Malaysia provided it remains in force in the issuing ASEAN country with physical License.

This means that ASEAN nationals with ASEAN driver's licenses can legally drive in Malaysia using their home country's driving license, as long as it remains valid. However, if the ASEAN license is in a language other than English or Malay, it must be accompanied by an International Driving Permit (**IDP**). Without the IDP may lead to difficulties with Malaysian authorities while driving the Rental Vehicle on the road, of which DRIVOR shall not be held liable. This applies even if your ASEAN driver's licenses are valid and satisfy the aforementioned provision, permitting you to drive in Malaysia.

In addition, ASEAN driver's licenses that fall under the above description are valid for use in Malaysia for up to ninety (90) days for tourists who are on tourist visas to Malaysia.

Non-ASEAN foreign nationals are required to present an International Driving Permit (IDP).

3. RENTAL PERIOD

- 3.1. The renter shall Rent the Rental Vehicle for a period determined by the date and time as provided in the booking confirmation, which is provided in the platform. This duration is hereafter referred to as the "**Rental Term**".
- 3.2. The renter hereby agreed to return the Rental Vehicle to DRIVOR punctually, adhering to the agreed Rental Term's expiration. The Rental Vehicle shall be returned to a mutually agreed location, as designated in the booking confirmation, hereafter referred to as the "**Return Location**".

4. RESPONSIBILITIES

4.1. The renter hereby undertakes and covenants with DRIVOR as follows:

- I. that the renter shall not use the Rental Vehicle:
 - A. whilst under the influence of alcohol or drugs;
 - B. for any purpose for which it is not expressly designed;
 - C. for commercial purposes or subRental to other third parties;
 - D. to propel or tow any vehicle or other object;
 - E. to participate in any race, test, or contest;
 - F. in any manner whereby the Rental Vehicle will be loaded beyond its permitted capacity;
 - G. for any illegal and/or unlawful purposes; and
 - H. to carry any item(s) that will discharge any unpleasant odors including but not limited to pets, durians, and salted fish. Smoking in the Rental Vehicle is also strictly prohibited. The renter shall be liable to reimburse the Company for all costs incurred in accordance with Clause 5.3 above to eliminate such odors and the loss of leasing days of the Rental Vehicle;

- II. that the renter shall not do or attempt to do any acts which may infringe upon the interests of DRIVOR in the Rental Vehicle including but not limited to selling, rent, removing, replacing or disposing of the Rental Vehicle and/or any parts thereof;
- III. that the renter shall not do or attempt to do any act which may affect the policy or policies of insurance on the Rental Vehicle;
- IV. that the renter shall 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 tires to the Rental Vehicle without the prior written consent of DRIVOR;
- V. that the renter shall not remove or interfere with any identification marks or plates affixed to the Rental Vehicle, nor attempt nor permit the same;
- VI. that the renter shall 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;
- VII. that the renter shall not take or allow the Rental Vehicle to be taken out of Malaysia without the prior written consent of DRIVOR, and in the event such written consent is being given, DRIVOR may impose such terms and conditions as it may deem fit;
- VIII. that the renter shall not take the Rental Vehicle to Thailand, Brunei, and Indonesia;
- IX. that the renter shall also be prohibited from boarding the Rental Vehicle onto other modes of transportation via sea, river, and air for usage from the mainland including but not limited to Langkawi, Tioman, Redang, and Pangkor Island;
- X. that the renter shall not repair the Rental Vehicle without obtaining written permission from DRIVOR;
- XI. that the renter shall bear the cost of the repair or rectification of any damage to the Rental Vehicle resulting from the negligence or intentional act or vandalizing act or improper use of the Rental Vehicle by any of the Drivers;
- XII. that the renter shall be liable for all missing, stolen, or broken parts and/or accessories of the Rental Vehicle;
- XIII. that the renter shall be liable for the costs of replacement of any lost car key(s) and/or the costs for the creation of any additional car key(s) for the Rental Vehicle;
- XIV. that the renter shall immediately notify DRIVOR in the event of theft or any defect or damage to the Rental Vehicle has been detected during the Rental Term;
- XV. that the renter shall return the Rental Vehicle at the specified location at the end of the Rental Term and ensure the condition of the Rental Vehicle is as at the commencement of the Rental Term;
- XVI. that the renter shall look after the Rental Vehicle and ensure that it is properly locked and secured and parked in a safe place when not in use during the Rental Term;
- XVII. the renter shall exercise responsibility in attending to and safeguarding of all personal belongings;

- XVIII. the renter shall ensure the type of fuel is appropriate for the Rental Vehicle and refill the fuel tank upon return failing which DRIVOR reserves the absolute right to deduct the paid Deposit or any part thereof for such refill;
- XIX. the renter shall be solely liable for all parking fees, traffic fines, penalties or summonses incurred in respect of the Rental Vehicle during the Rental Term, DRIVOR will charge the maximum amount;
- XX. that the renter shall not leave any personal belongings in the Rental Vehicle at the time of returning the Rental Vehicle to us and DRIVOR shall not be liable and/or responsible for such personal belongings in the event of losses upon returning the Rental Vehicle to DRIVOR;

4.2. Fuel & Electric Vehicle (EV) Charging

- I. The Renter is strictly required to use only the specified fuel type for the vehicle..
- II. The Rental vehicle must be returned with a fuel level identical to that recorded at the start of the rental period..
- III. Returning The Rental Vehicle with a lower fuel level will result in refueling charges deducted from your security deposit. This cost may include an additional administrative fee, subject to any prior agreements.
- IV. Should there be any discrepancy regarding the recorded fuel level upon return, **DRIVOR's Inspection Report shall be deemed final and accurate..**
- V. The renter must operate and charge the Electric Vehicle (EV), if applicable, using appropriate and compatible charging methods at all times.
- VI. The EV shall be provided to the renter with a battery charge level of approximately **80%** at the commencement of the Rental Term.
- VII. The EV must be returned with a minimum battery charge level of **70%**.
- VIII. If the EV is returned with a battery charge level below **70%**, the shortfall shall be deducted from the deposit and may be charged at a prevailing rate, which may include a service or handling component, unless prior arrangements have been made.
- IX. Should there be any discrepancy regarding the recorded battery charge level upon return, **DRIVOR's Inspection Report shall be deemed final and accurate.**

4.3. DRIVOR hereby undertakes and covenants with the renter as follows:

- I. to maintain the Rental Vehicle in accordance with the manufacturer's recommended standards;
- II. to examine and ensure that the Rental Vehicle is in a roadworthy condition and suitable to drive during the Rental Term;
- III. to complete the e-inspection form(s) upon pick up and return of the Rental Vehicle;
- IV. that the Rental Vehicle has valid insurance coverage during the Rental Term;

- V. and in the event that the Rental Vehicle encounters an accident or breakdown, DRIVOR commits to providing a replacement for the Rental Vehicle of a similar class and specification. If the replacement Rental Vehicle is of a downgrade due to DRIVOR being unable to provide a vehicle of the same class or specification as the initial Rental Vehicle, DRIVOR shall therefore compensate the renter.

5. CHARGES

5.1. Rental Charges

- I. The Rental charges for the Rental Vehicle shall be based on the booking confirmation made by the Renter via the Platform depending on the specification of the Rental Vehicle and the duration of the Rental Term ("**Rental Charges**").
- II. The minimum Rental Charges for the Rental Vehicle shall be based on the rate for a minimum of **twenty-four (24) hours** of the Rental Term. Both parties hereby concur that any additional hours will be calculated upon booking at one-fifth of the daily rate per hour up to a maximum of five (5) hours after booking.
- III. The Rental Charges shall include but not be limited to the following:
 - A. 400KM mileage for one day usage of the Rental Vehicle during the Rental Term; or
 - B. Unlimited mileage for 4 days and above;
 - C. maintenance costs for the Rental Vehicle; and
 - D. passenger liability protection with insurance coverage of third-party property damage and third-party bodily injuries
- IV. The Renter acknowledges and accepts that should they choose to return the Rental Vehicle ahead of the agreed upon Rental Term, DRIVOR is under no obligation to refund or adjust the Rental Charges prorated for the underutilized period within the Rental Term.
- V. Where a complimentary upgrade shall be extended to the Renter, any subsequent charges incurred due to an extension or delayed return will be prorated with the rates applicable to the upgraded fleet vehicle.
- VI. The Renter must remit all payments to DRIVOR in **Ringgit Malaysia**. These transactions shall be made to the designated bank account of DRIVOR, in accordance with the provisions outlined in our Terms and Conditions.
- VII. DRIVOR provides a premium service best suited for Customers desiring to collect or Return the Rental Vehicle outside of DRIVOR Operating Hours (7:00 AM to 11:00 PM). This premium service, known as the After Hours Delivery or Pickup, will incur an additional charge ("**After Hour Fees**") unto the Customers. The request for After Hours Services shall be duly communicated by Customers before their arrival at the Airport with our dedicated DRIVOR Operators and upon which the procedures, as well as the chargeable After Hour Fees, shall be clearly explained or informed about, all in all, to ensure a seamless booking experience for our valued Customers.

VIII. Outstation Charges : At DRIVOR, we offer unlimited mileage for Customer that taking minimum 4days rental. However, it's important to note that traversing across districts will have minimum days of rental. The minimum days of rental as per the table provided below:

Destination	Minimum Days
Kuala Lumpur & Selangor	2
Ipoh & Cameron	3
Penang and above	4
Kuala Lumpur	3
Genting	4
Terengganu and above	4

5.2. Deposit

- I. In addition to the Rental Charges, the Renter is required to pay a security deposit (“**Deposit**”) upon booking. The amount of this deposit will be determined by the specifications of the Rental Vehicle and the duration of the Rental Term.
- II. Deposit shall be refunded by DRIVOR via Transfer to provided account after ten (10) days on Tuesday from the date when the Rental Vehicle is returned to DRIVOR.

5.3. Penalty Charges

*Penalty Charges to be incurred

Penalty Charge	Penalty Fee (RM)
Late Return	Up to RM200 per hour
Unpleasant Odor or Smoking	RM200 - RM300
Extra Cleaning Fee	RM100 - RM250
Fuel Less	Refuelling Charge + Processing Fee
EV Battery Less (below 70%)	Depend on percentage to recharge

6. TERM OF PAYMENT

- 6.1. In order to secure the Rental Vehicle booking made via the Platform, a valid payment method, such as a Mastercard or Visa for credit or debit card (3%

handling fee), Duitnow, Paynow or any other payment method that DRIVOR may deem acceptable (“**Payment Instrument**”) is required.

- 6.2. The Renter hereby acknowledges that DRIVOR reserves the absolute and unequivocal right to cancel and/or terminate any booking made by the Renter should they fail or be unable to comply with the provisions of this Clause.

7. CONFIRMED BOOKING ADJUSTMENT

- 7.1. The renter hereby acknowledges and consents that should they wish to request any of the following services from DRIVOR:
- I. extension of the Rental Term; or
 - II. to register additional person(s) as registered driver(s) of the Rental Vehicle; or
 - III. to change the pick-up and/or return date;
 - IV. or to change the pick-up location and/or Return Location;

Such request **MUST** be communicated to DRIVOR prior to the expiry of the Rental Term. These requests shall be subject to DRIVOR’S prior written approval. Failure to comply with these conditions may result in DRIVOR imposing penalty charges on the renter, at the rate as per described below:

No.	Event	Additional Charge Rate
1	Fail and/or unable to return the Rental Vehicle before the expiry of the Rental Term	Up to RM200 per hour depends on the segment and DRIVOR itself.
2	After Hour Pickup and/or Drop off the Rental Vehicle outside the DRIVOR operating hours	RM80 each

8. CANCELLATION AND REFUND POLICY

- 8.1. Any cancellation of booking that has been made by the Renter for Rental Vehicle via the Platform can be made by the Renter by sending an email to DRIVOR or whatsapp us. Official contact details for DRIVOR are as follows:

Email : drivorsb@gmail.com

Hotline & Whatsapp : +6018 - 212 6206

Please note that all cancellation requests **MUST** be communicated directly to DRIVOR through the provided channels above as we are fully committed to ensuring a smooth and efficient transaction process for our Renters.

- 8.2. In the event the Renter decides to cancel any booking of the Rental Vehicle that was made via the Platform, any Rental Charges which were previously paid by the Renter may be eligible for a refund, subject to the following conditions:

I. Full refund

In the event, the Renter has canceled the booking more than 48 hours before vehicle pick-up time.

II. Partial refund

For any booking cancellation that occurs within 24 hours before the vehicle pick-up time as stated in the booking confirmation, a penalty amounting to one (1) day's worth of paid Rental Charges will be applied. This is calculated from the base price not taking into account any promo codes and referral discounts. Additionally, customers are responsible for a 5% processing fee for each cancellation of the total amount paid. However, any insurance purchased by the Renter in this instance shall not be subjected to a refund.

III. No refund

- A. No refund of paid Rental Charges would be applicable in the event the Renter cancels the booking after vehicle pick-up time, or in the event of a "No Show".
- B. No refund of paid Rental Charges would be applicable in the event the Renter decides to change (downgrade) the specification of the Rental Vehicle one day before the vehicle pick-up time.
- C. No refund of paid Rental Charges would be applicable in the event the Renter fails to provide the registered Drivers to collect the Rental Vehicle as per the scheduled booking.
- D. No refund of paid Rental Charges would be applicable in the event the Renter neglects to collect the Rental Vehicle without prior notice.
- E. No refund or adjustment of difference shall be made for any reduction in the rental period if the Renter requests modification to shorten the rental period less than 24 hours prior to the scheduled pick-up time.

- 8.3.** In the event the Renter chooses to claim for refund of any Rental Charges which was paid by the Renter, such claims may be refunded subject to the following conditions of the refund process;
- I. The Renter shall contact DRIVOR within the stipulated time stated in the refund policy above to document the issue and place a hold on any Rental Charges which was paid by the Renter.
 - II. The Renter shall include the invoice and/or other evidence of the issue as part of the claim.
 - III. The Renter shall respond to requests for further additional information and cooperation from DRIVOR.
 - IV. The Renter shall have exhausted all reasonable efforts and/or remedies to remedy the leasing issue with the Drivers or person in charge prior to making a claim, including notifying DRIVOR of said issue.
 - V. DRIVOR shall notify the Renter regarding transaction of refund via email. The amount of any Rental Charges paid by the Renter will be credited to the Renter's WaCash account after the Rental Vehicle returns. For deposit, the Renter will be able to withdraw after 10 days from when the Rental Vehicle has been returned to DRIVOR.

9. LIABILITY REDUCTION OPTIONS (LRO & PLRO)

9.1. Definition and Scope

- 9.1.1. Liability Reduction refers to the reduction of the amount payable by the Renter to DRIVOR in the event of accident, damage, or theft of the Rental Vehicle, in accordance with standard car leasing practices.
- 9.1.2. Such reduction is only applicable upon the Renter's subscription to either:
 - I. Liability Reduction Option (**LRO**); or
 - II. Premium Liability Reduction Option (**PLRO**), subject always to the terms and conditions of this Rental Agreement.

9.2. Applicability Upon Accident or Theft

- 9.2.1. In the event of an accident or theft, the Renter must lodge a police report within **twenty-four (24) hours** from the time of occurrence.
- 9.2.2 Upon compliance with Clause 9.2.1 and subject to a valid subscription to LRO or PLRO, DRIVOR shall be entitled to bill the Renter the applicable Excess Fee or charges as set out in the table below.

9.3. Coverage Under LRO and PLRO

- 9.3.1. Subject to this Agreement, the Renter's liability shall be reduced and limited in accordance with the subscribed option and shall extend to cover:
 - I. Administration fees - Fees charged by DRIVOR for processing damage or accident claims (excluding credit card transaction fees)
 - II. Towing & roadside assistance - Coverage includes towing and roadside assistance services required due to vehicle damage or mechanical breakdown, including reasonable costs to relocate or recover the vehicle.
 - III. Loss of Use, being forfeited rental revenue incurred while the Rental Vehicle is unavailable for hire.

9.4. International Travel Insurance

- 9.4.1. For international travelers who have obtained travel insurance covering accident or theft of the Rental Vehicle, DRIVOR operates on a "reimburse-first, claim later" basis.
- 9.4.2. Such Renters must first settle all applicable Excess Fees or charges under LRO or PLRO with DRIVOR before pursuing any reimbursement or claim from their respective insurance providers

9.5. Exces Fees and Charges

9.5.1. Liability Reduction Option (LRO)

CATEGORY	FULL EXCESS	LRO EXCESS	PER DAY	PER WEEK	PER MONTH
ECONOMY	RM8000	RM3000	RM30	RM210	RM500
EXECUTIVE	RM10000	RM5000	RM45	RM290	RM700
PREMIUM	RM15000	RM7000	RM50	RM350	RM900
LUXURY	RM20000	RM9000	RM60	RM410	RM1500

9.5.2. Premium Liability Reduction Option (PLRO)

CATEGORY	PER DAY	PER WEEK	PER MONTH
ECONOMY	RM90	RM600	RM1700
EXECUTIVE	RM100	RM800	RM2500
PREMIUM	RM130	RM900	RM3000
LUXURY	RM160	RM1000	RM4000

9.5.2.1. Where the Renter has subscribed to PLRO, the Renter's liability for major damage to the Rental Vehicle shall be reduced to zero (0) excess, subject to full compliance with this Agreement.

9.5.2.2. You are covered when DRIVOR charges you for:

- I. Damage to the vehicle's exterior body, including the roof
- II. Damage to the windscreens, mirrors, lights, and all external glass
- III. Damage to wheels and tyres, including punctures, repairs, or replacements
- IV. Damage to the underside (underbody) of the vehicle
- V. Damage caused by natural disasters such as wind, fire, hail, or other extreme weather events, provided there is no breach of the DRIVOR Rental Agreement
- VI. Lost, damaged, or stolen vehicle keys, including lock-out assistance, key replacement, programming, and delivery, in accordance with DRIVOR's rental guidelines
- VII. Theft or vandalism of the rental vehicle

9.6. Exclusions (Not covered) :

9.6.1. Neither LRO nor PLRO shall cover damages arising from, including but not limited to:

- I. The vehicle is driven by an unregistered or unauthorised driver not listed in the DRIVOR Rental Agreement;

- II. Any term of the DRIVOR Rental Agreement or applicable traffic laws is breached;
- III. Misleading, false, or incomplete information is provided, or required claim documents are not submitted;
- IV. The incident occurred before the PLRO was purchased;
- V. Costs result from misfueling, reckless driving, or misuse of the vehicle;
- VI. Police notification requirements under the DRIVOR Rental Agreement are not complied with;
- VII. Personal belongings are lost, stolen, or damaged;
- VIII. Liability arises for bodily injury to any person or damage to third-party property;
- IX. The vehicle is driven on unsealed roads, except for access roads to accommodation;
- X. The vehicle is used for delivery services or other commercial purposes;
- XI. The vehicle type is excluded by DRIVOR or requires a non-standard driver's license
- XII. The claim relates to internal damage, including interior fittings, upholstery, appliances, or accessories;
- XIII. Clutch damage has occurred;

9.7. Complimentary Vehicle Upgrade

- 9.7.1.** In the event the Renter is granted a complimentary vehicle upgrade, the applicable LRO or PLRO charges and excess limits shall be **adjusted and prorated to correspond with** the upgraded vehicle's class and specifications.

9.8. Non-Subscription

- 9.8.1.** Where the Renter elects not to subscribe to LRO or PLRO, DRIVOR shall not be liable for any reduction of damages, excess fees, or claims incurred during or after the Rental Term.

9.9. Subscription Timing

- 9.9.1.** Subscription to LRO or PLRO must be made prior to the commencement of the Rental Term.
- 9.9.2.** DRIVOR reserves the absolute right to **reject any request to subscribe** to LRO or PLRO once the Rental Term has commenced.

10. CONDITIONS OF RENTAL VEHICLE USAGE

- I. The Rental Vehicle must not be driven by any individuals who have provided DRIVOR with false identification, including but not limited to, a fictitious name, incorrect age, or inaccurate address.

- II. The Rental Vehicle shall only be driven by person(s) explicitly named in the agreement or those authorized in writing by DRIVOR. All drivers must possess a valid, full driving license that has been held for at least one year.
- III. Individuals holding a probationary license are strictly prohibited to drive a Rental Vehicle from DRIVOR.
- IV. The Rental Vehicle must not be used for commercial hire, illegal activities, off-road driving, racing, pacemaking, test drive, reliability and speed testing, towing other vehicles or trailers, or for teaching driving lessons. It is also strictly forbidden to drive the vehicle under the influence of alcohol, drugs, or other illegal substances as determined by the authorities.
- V. The Rental Vehicle must not be used to transport a number of passengers and/or baggage that could potentially overload the vehicle or to transport goods in violation of customs regulations or in any illegal manner as determined by the authorities.
- VI. The Rental vehicle is not permitted to enter Thailand under any circumstances.
- VII. The Rental vehicle must not be exposed to strong odors that could cause discomfort to future Renters, such as durian, salted fish, perfume, or materials used in religious practices.

11. RESTRICTED ENTRY

At DRIVOR, we prioritize your safety and the integrity of the Rental Vehicle. As such, we regret to inform you that our vehicles are not permitted to be driven into Thailand, Brunei, Indonesia, and generally Singapore. Furthermore, our vehicles are not allowed to be transported via sea, river, or air for use from the mainland to destinations such as Langkawi, Tioman, Redang, Pangkor Island, and others.

12. ONE WAY RENTAL

You can rent with different States locations Pickup and Return. In this situation, a minimum Rental period of two days applies, and a repositioning fee will be assessed based on the distance traveled for a one-way Rental. Comprehensive details regarding charges and procedures will be provided upon your inquiry. Please note, this service is exclusively available between our various DRIVOR locations and coverage areas.

13. RETRIEVAL OF CLAIMS, ISSUANCE OF LETTER OF DEMAND

In the unfortunate event of an accident involving the Rental Vehicle, the claim retrieval process will commence once the vehicle is taken to the workshop for repairs. This process begins with DRIVOR notifying you, the Renter and driver, of the situation. If you fail to respond to our initial notification, we will send a follow-up message via WhatsApp, and subsequently, an email. Please note that non-responsiveness to these notifications will result in a deduction from your deposit. This deduction will be made within 10 days following the return of the Rental Vehicle to DRIVOR. Should the

deposit deduction be insufficient to cover the repair costs as invoiced by the workshop, DRIVOR will issue a notice to your contact details to retrieve the necessary amount. We will make up to three (3) attempts to issue this notice. In circumstances of continued non-responsiveness, DRIVOR will then issue a formal Letter of Demand, seeking reimbursement from you. Persistent failure to respond or comply will ultimately lead to DRIVOR pursuing legal action against You, as the Renter and the Driver. Please be aware that this process is designed to ensure the smooth operation of our services and the fair treatment of all our customers. We appreciate your understanding and cooperation.

14. PROCESSING AND ADMIN FEES

14.1. Imposition of Processing Fees

DRIVOR reserves the right to impose handling or processing fees in the event of any issues arising during the Rental Period. These fees are designed to cover the handling costs incurred by DRIVOR in managing such issues. The minimum processing fee is MYR 5.00, with the maximum fee being up to 10% of the total claim or case payment.

14.2. Traffic or Parking Violations

In the event that a traffic or parking violation occurs during the Rental Period, DRIVOR will handle the necessary communications with the relevant traffic authority. An administration fee will be charged to the Renter for processing the related documents and informing the authorities. This fee covers the cost incurred by DRIVOR for managing these violations, and the maximum allowable amount will be charged for such claims.

14.3. Minor Damages to the Rental Vehicle

Should the Rental Vehicle sustain minor damages during the rental period, an administrative charge will be imposed on top of any repair costs. This "immobilization" charge compensates DRIVOR for the period during which the vehicle is off the road and unavailable for rental due to repairs. This fee helps cover the operational costs associated with vehicle downtime.

14.4. Missing Fuel & EV Battery Charge Shortfall

DRIVOR operates a **full-to-full fuel policy** and, for Electric Vehicles (EVs), a **minimum return battery charge policy**.

- I. If the Rental Vehicle (non-EV) is returned without a full tank of fuel or with less fuel than at the commencement of the Rental Term, the Renter shall be charged for the cost of refueling. In addition, a processing or handling fee may be imposed to cover the cost of having DRIVOR personnel perform the refueling.

- II. If an Electric Vehicle (EV) is returned with a battery charge level below the minimum required threshold as stipulated in Clause 8.4(e), the Renter shall be charged for the cost of charging the EV to the required level. Such charge may include a service or handling fee.
- III. All fuel refill costs, EV charging costs, and applicable processing or handling fees shall be calculated based on prevailing rates at the time of return.
- IV. The total amount payable under this clause may be deducted from the Renter's Deposit or charged directly to the Renter if the Deposit is insufficient.
- V. In the event of any discrepancy regarding fuel level or EV battery charge level upon return, **DRIVOR's Inspection Report shall be deemed final and accurate.**

15. Calculation and Payment of Processing Fees

The processing fees outlined in clauses 15.2 to 15.4 shall be calculated based on the specific circumstances of each incident. The minimum processing fee for any issue is MYR 5.00, and the fee may go up to 10% of the total claim or case payment. These fees will be deducted from the Renter's deposit or charged directly to the Renter if the deposit is insufficient to cover the costs. Renters will be notified of the exact fee amount via email or other communication channels as deemed appropriate by DRIVOR.

16. TERMINATION OF AGREEMENT

This Rental Agreement will be subject to termination under the following circumstances:

- I. In the event of the Renter's (Lessee) failure to make timely Rental Charges payment or settle any outstanding amounts due here under this agreement;
- II. If the Renter (Lessee) fails to adhere to or fulfill any terms, conditions, or covenants stipulated in this agreement herein;
- III. If the Renter (Lessee), being an individual, faces any form of distress or execution levied on their possessions, or if the Lessee, being a company, enters into any form of arrangement with its creditors, initiates liquidation (whether forced or voluntary), appoints a receiver, faces a winding-up order or proceedings, or has any judgment against them that remains unsatisfied for a period exceeding thirty (30) days.

17. CONSENT AUTHORISATION

Pursuant to the Credit Reporting Agencies (CRA) Act 2010 and Central Bank of Malaysia Act 2009, I/We the undersigned do hereby give my/our consent to you and any registered credit reporting agency ("CRAs") under CRA Act to process my/our credit information.

By this consent, I/We understand and agree that:

- I. You may conduct credit/trade, CCRIS checks on me/us and when consent has been given individually, on our directors, shareholders, guarantors, etc with any CRAs at any time for as long as I/We have trade relationships with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purpose:- *New Application or opening account *Debt recovery *Credit/Account review *Credit/Account monitoring *Credit/Account evaluation *Scoring Solutions *Legal documentation consequent a contract or facility granted by you
- II. You may disclose any credit information on my/our conduct of my/our account(s) with you, to any business entity/ies for bona fide trade checking at anytime. I/We am/are also aware and understand that such information will be provided to any CRAs who may in turn share such information to subscribers of their service.
- III. Where you required any processing of my/our application to be processed by any processing centre located outside Malaysia (including your head office), I/We hereby give consent
- IV. I/We the undersigned do give my/our consent to you and any CRAs to process my/our credit information as per the PDPA Act

18. GOVERNING LAW

This Rental Agreement is subject to the legal framework of Malaysia. In the event of any disagreement, the matter may be brought before the judicial system of Malaysia. Should any clause within this agreement be deemed invalid or unenforceable, it will not impact the validity or enforceability of the remaining provisions and stipulations.