3.3 Unless any of the following Charges are covered by the Collision Damage Waiver or Third Party Motor Insurance or any other Excess Reduction Product, the Customer shall pay the Owner the following –

(a) costs for repairs or damages (or failure to pay them) of the relevant organization or authorities plus the Administration Fee;

(b) towing away and any charges/costs (or failure to pay them) of the relevant organization or authorities plus the Administration Fee.

4.3.16 subject to any fair wear and tear to the Vehicle, return the Vehicle to the Owner in the same condition as it was at the start of the Rental Period at a designated Station;

5.1 The Owner shall not be responsible for any losses arising from this Agreement which the Customer suffers as a result of the negligence or default of the Owner or any third party;

5.2 The Owner will not be responsible for loss or damage to any property placed in the Vehicle at the Customer’s risk.

6 Vehicle Checks & Replacement

6.1 The Owner reserves its right to provide a replacement vehicle.

6.2 Excess Reduction Products for purposes of reducing the Customer’s liability are optional.

7.3.2 The insurance cover of the Customer must be fully comprehensive without restriction or excess and for any liability for bodily injury or death or for loss or damage to property to a third party in accordance with the requirements of the Road Traffic Act 1987 and other relevant laws. Such insurance must be effective from the start of the Rental Period until at least eight (8) Working Hours after the end of the Rental Period in order to cover the Customer’s liability for any accident arising during the Rental Period which includes and extends beyond the duration of the Rental Period.

7.3.3 The Customer must have insurance for the entire duration of the Rental Period.

8.2 If there is an accident involving the Vehicle, the Customer or any Named Driver must immediately inform the Owner and/or any law enforcement or government body with full, accurate and up to date information regarding the incident. The Customer shall be responsible to provide the commercial exchange rate supplied to the Owner by a bank plus Administration Fee. Notwithstanding the Customer’s election, the Owner retain all discretion whether or not to accept payment in any currency other than Malaysia Ringgit (MYR).

9.1 The Owner is entitled to terminate the Agreement upon any breaches of terms and conditions under this Agreement by the Customer or any Named Driver.

9.2 The Agreement shall be automatically terminated if the Customer shall do any of the following:

(a) breach any of the terms and conditions of this Agreement;

(b) commit any criminal or civil offense;

(c) commit any act which may prejudice the Owner’s title in the Vehicle;

(d) commit any act which may prejudice the Customer’s title in the Vehicle;

(e) commit any act which may prejudice the Customer’s or the Owner’s rights under this Agreement.

10 Customer’s Information

10.1 The Customer agrees that all information provided to it by the Customer, including details of any Named Driver, for purposes of the rental of the Vehicle, identity verification, payment collection, fraud monitoring and to deal with all and any matters relating to the Rental Period described in the Agreement or during the Rental Period.

10.2 The Owner may obtain information from third parties concerning the Customer and/or any Named Driver before providing the Vehicle or at any time during the Rental Period.

10.3 The Owner may maintain and protect the Vehicle and to prevent and detect crime using electronic devices to monitor the use, performance and condition of the Vehicle and/or to track the Vehicle’s movements. This information may be used during and post-Rental Period.

10.4 The Owner will keep a record of any breach of the Agreement, suspected fraud or accident history to help the Owner in determining future insurance premium payable under the relevant insurance policies.

10.5 The Owner may give personal details on the Agreement and details of the Customer’s performance of obligations under the Agreement to law enforcement or other relevant authorities.

11 General

11.1 If the Customer has purchased its own insurance then the Customer shall be responsible for its insurance costs.

11.2 The insurance cover of the Customer must be fully comprehensive without restriction or excess and for any liability for bodily injury or death or for loss or damage to property to a third party in accordance with the requirements of the Road Traffic Act 1987 and other relevant laws. Such insurance must be effective from the start of the Rental Period until at least eight (8) Working Hours after the end of the Rental Period in order to cover the Customer’s liability for any accident arising during the Rental Period which includes and extends beyond the duration of the Rental Period.

11.3 The Customer shall provide the Owner with their policy number and details of the insurance

11.4. The Customer may be required to agree to any confidentiality or non-disclosure agreement which may exist between the parties in the event of any inaccuracy in the provisions of the corporate agreement will prevail.

11.5 This Agreement is governed by the laws of Malaysia and both parties agree to be subjected to the exclusive jurisdiction of the Kuala Lumpur High Court. This Agreement contains the entire agreement between the parties regarding the subject matter and any previous agreements, communications, negotiations, or representations are superseded by this Agreement.

11.6 The Customer shall not be responsible for any costs incurred in making future decisions regarding the Customer and/or any Named Driver. The Customer hereby agrees to comply with all relevant laws and regulations including but not limited to the Personal Data Protection Act 2020.

Signed by customer (the remaining part of this page is intentionally left blank)