



## Smove – On Demand Mobility (ODM) by Smove Singapore Terms & Conditions Of Membership

Smove Singapore Pte Ltd (Registration No.: 201727901C) (**Company**) provides the **Smove** vehicle-sharing scheme to Members. This document (**Membership Terms**) sets out the terms and conditions of the **Smove** sharing scheme, which will apply to all Members. The Company may from time to time amend Membership Terms. The latest version of the Membership Terms will be made available by the Company on any suitable platform, including the Website.

### 1. General Definitions

**Service Area** means the areas within which Vehicles may be picked-up or returned, as the Company may from time to time determine and publish on the Website.

**Key Card** means the physical card which is used for purposes under Smove, for example, to lock and unlock a Vehicle. The card may be the Member's own or the Company's branded card. Examples of such cards include EZ-Link cards or any Contactless e-Purse Application (CEPAS) card.

**Force majeure** means any events or circumstances outside the Company's reasonable control, including weather conditions, acts authorities, thefts, acts of mischief, vandalism, Vehicle breakdowns, station, server, computer, systems or communication blackouts or breakdowns.

**Website** means the Company's website, which may contain from time to time, detailed information on relevant procedures and rules relating to Smove.

**Include** in any form is construed without limitation.

**Member** means any person who is accepted and approved by the Company as a member of **Smove**.

**Rental Period** means the period determined in accordance with the clause with the heading Rental Period.

**Smove** means the vehicle sharing membership and scheme that the Company provides in the course of its business.

**Territory** means Singapore.

**Vehicle** means the vehicle provided to the Member by the Company, to be used under Smove and in accordance with this Membership Terms.



## **2. Smove**

- 2.1 The Company shall use reasonable efforts to make available Vehicles for a Member's use.
- 2.2 Members are required to pay the prevailing registration fee as determined by the Company. Members are also required to pay prevailing fees related to the use of a Vehicle under Smove.
- 2.3 The Company may in its discretion and without providing any reason, refuse any person as a Member or terminate any membership immediately upon notice.

## **3. Ownership**

- 3.1 All Vehicles, including all accessories, equipment, spare tyres, keys, computers and electronic devices, registration documents and tools, at all times remain the Company's property.
- 3.2 The Company permits a Member to use a Vehicle in accordance with the terms of this Membership Terms, in strict compliance with all applicable laws and only for the Vehicle's ordinary use.
- 3.3 Except as provided in the previous clause, a Member has no other rights to, power in or ownership of any Vehicles. A Member shall not transfer, dispose of, sublet or in any way part with possession of the Vehicle. A Member shall not create any lien, pledge or any other security interest of any form in any Vehicle.

## **4. Key Card**

- 4.1 A Member shall immediately report to the Company the loss of the Key Card, so that the Company can deactivate the Key Card. The Member will be informed of the deactivation.
- 4.2 The Member shall report to the Company any problems with their Key Card immediately upon discovery.



- 4.3 The Company has no access to the value or other information in all Key Cards and is not liable for the value or other information stored in or dealt with by the Key Card.

## 5. Vehicle Reservation and Use

- 5.1 A Member may have use of Vehicles, subject to their availability.
- 5.2 A Member may reserve Vehicles, subject to their availability and the Company's prevailing reservation and advance booking requirements.
- 5.3 A Member shall be liable to pay the Company, the Company's prevailing cancellation fees should any of the following events arise:
- a. A Member cancels a booking 30 minutes after the booking has been confirmed by the Company; or
  - b. A Member fails to unlock the Vehicle after one hour from the start of the Rental Period.
- 5.4 A Member shall comply with all of the Company's reasonable instructions and prevailing policies, procedures and guidelines on the use of each type of Vehicles, including safety instructions, best practices requirements, theft prevention guidelines, Vehicle dos-and-don'ts and collection and return procedures and requirements. Each of these instructions, policies, procedures and guidelines are incorporated by reference and forms part of this Membership Terms.
- 5.5 Without prior approval from the Company, a Member shall not use the Vehicles for any commercial purpose where the Vehicle is used to earn income by offering paid rides to third parties. In the event of such unapproved usage by a Member, the Company reserves the right to repossess or disable the reserved Vehicle at any time and terminate the membership without prior notice.

## 6. Rental Period

- 6.1 The Rental Period commences either (a) at the start of the booking time made by the Member or (b) when the Member holds the Key Card to the Key Card reader device, and the system acknowledges commencement by unlocking the Vehicle, whichever is earlier.



- 6.2 The Rental Period ends when the Member holds the Key Card to the applicable card reader, locks the Vehicle, and inputs Vehicle's parked location via Website 's End Trip function ("**End Trip**"). If the Member taps the Key Card and locks the Vehicle but fails to End Trip, the Member will be liable to pay a late return fee based on the prevailing hourly rate and up to 3 hours.
- 6.3 The Rental Period can only be ended at the designated vehicle stations and parking lots as indicated on the Website and on the **Smove** booking system.

## 7. Territory

Vehicles shall be used and driven only within the Territory. The Company will not be liable, and the Member will not seek any reimbursement or compensation from the Company, for any losses, damages and/or expenses incurred by the Member for the use of any Vehicle outside of the Territory.

## 8. Undertakings, Representations and Warranties

- 8.1 Notwithstanding clause 8.2, The Member provides the undertakings, representations and warranties in the next clause. The Member acknowledges and agrees that these undertakings, representations and warranties are intended to ensure the safety of the Member and the general public. The Member agrees to pay to the Company a sum determined by the Company up to S\$5,000 for each undertaking, representation or warranty which the Member breaches. The Members acknowledges and agrees that this amount is not a penalty and constitutes liquidated and a genuine pre-estimate of the damages which the Company suffers and incurs as a result of the breach. Nothing in this clause limits the Company's other rights and remedies under this Membership Terms or applicable law.
- 8.2 The Member:
  - a. is the only user and driver of the Vehicle and no other person shall drive and operate the Vehicle;
  - b. holds and is physically and medically fit to hold a valid driving license;



- c. 24 years old and above if using a car;
- d. holds an active **Smove** membership;
- e. is of sound mind and memory;
- f. has not 72 hours prior to the use and operation of the Vehicle consumed any prohibited drugs under Singapore law whatsoever. The Member expressly acknowledges and agrees that this prohibition is absolute and complete, and provides no tolerance or acceptance for any consumption, however little;
- g. has not 12 hours prior to the use and operation of the Vehicle consumed any alcohol whatsoever. The Member expressly acknowledges and agrees that this prohibition is absolute and complete, and provides no tolerance or acceptance for any consumption, however little;
- h. is not under medication that may adversely affect the ability to operate or drive the Vehicle;
- i. shall drive the Vehicle only within the Territory;
- j. shall not use or operate the Vehicle or permit anyone to use the Vehicle for illegal purposes, for carrying hazardous or dangerous materials or for any reward or valuable consideration;
- k. shall comply with all applicable laws relating to the use and operation of the Vehicle;
- l. shall use each Vehicle for its normal and ordinary use, as intended by the Vehicle's manufacturer and for the Member's own private use as a consumer end-user. Without limiting the previous sentence, the Member shall not use any Vehicles for stunts, tests, competition or over rough terrain;
- m. shall at all times use and operate the Vehicle safely, considerately, with due care and diligence and to reduce the risk of danger, theft and vandalism;



- n. shall not overload the Vehicles and comply with the Vehicle maximum loads fixed under Singapore law or by the Company from time to time;
- o. shall not read, copy, manipulate, reverse engineer, tamper with or otherwise misuse the Key Card reader device and other hardware contained in the Vehicle;
- p. shall not do any act or thing which may bring serious discredit to the Company;
- q. shall not fail to observe and perform any of the duties and responsibilities imposed by this Agreement or any laws or regulations;
- r. shall not be rude, rowdy or aggressive (as determined by the Company (acting reasonably)) towards any of the Company 's staff, the Company 's workshop partners, or any other business partners or third parties which the Company works with for the purposes of or in the course of this Agreement;
- s. at all times comply with the procedures and rules set out on the Website.

## **9. Vehicle Condition**

- 9.1 The Member shall be responsible for inspecting the exterior and interior of the Vehicle at the commencement of the Rental Period. If the Member does not notify the Company after this inspection that the Vehicle is not in a reasonably satisfactory condition, the Vehicle is deemed to have been accepted by the member to be delivered in a reasonably satisfactory condition.
- 9.2 The Member shall return the Vehicle in a reasonably satisfactory condition, except for fair wear and tear. If upon inspection by the Company the Vehicle returned by the Member has suffered any damage, defect or is unreasonably dirty, the Member shall reimburse the Company for all reasonable expenses incurred by the Company to restore the Vehicle to a reasonably satisfactory condition.



## 10. Charges

The Member shall punctually pay the prevailing fees and charges. The Company may charge a late payment fee of S\$50 per month starting from the next calendar month after the invoice date. The Company's statement of charges is conclusive and binding on the parties.

### 11A. Cash Refunds

The Company has the right to reject requests for cash refunds except in cases of wrongful charging by the Company where the amount to be refunded is more than S\$1. For wrongful charging by the Company where the amount to be refunded is less than \$1, the Company will in lieu of cash, disburse trip credits that can be used to offset future trip charges. Processing of cash refunds will be done within 14 working days, subject to the processing duration of the bank and payment service provider.

### 11B. Non-Payment Of Fees

In the event that a Member fails to pay any applicable fee and/or charges arising out of their booking and/or use of a Vehicle under the Smove™ (“**Outstanding Sum**”), the Member will be liable to compensate the Company for all costs and/or expenses incurred by the Company to recover the Outstanding Sum, including all legal or non-legal costs.

## 11. Risk

11.1 During the Rental Period the Member is deemed to have sole control and possession of the Vehicles. Accordingly, but without limiting the generality of the previous sentence, the Member is alone liable during the Rental Period for all risks, claims, costs, damages, expenses and losses arising out of or in connection with the Vehicles, including for accidents, third party injuries, property damages, thefts, vandalisms, fines or traffic offences (**Member Accepted Risk**).

11.2 If a Member Accepted Risk arises, the Member shall take all action that may be required under applicable law, including the filing of police and other reports within the required time, and all other reasonable action to mitigate the risk.

11.3 If a Member Accepted Risk arises, the Member shall immediately notify the Company and at the Member's own costs comply with the



Company's reasonable instructions, including cooperating and assisting fully with the Company's insurers, investigators, assessors and lawyers.

- 11.4 The Member shall indemnify and hold the Company harmless from and against all reasonable costs, expenses or damages that the Company may suffer or incur, arising out of or in connection with a Member Accepted Risk.
- 11.5 The Company provides reasonable insurances for the cars comprised in the Vehicles. Members are to refer to the Website for further information.

## **12. Limitation Of Liability**

- 12.1 The Member expressly acknowledges and agrees that the use, operation or driving of any Vehicle involves risks, including the risk of death, injury and property damage. The Member accepts all risks arising out of or in connection with the use, operation or driving of the Vehicles.
- 12.2 Except in respect of death or personal injury caused by the negligence of the Company, and without limiting the generality of the previous clause, the Member unconditionally and unequivocally releases and discharges the Company from all claims and liability, under contract, tort, negligence, equity, statute or any other cause, which the Member now has or in the future may have, arising out of or in connection with the Member's use, operation or driving of any Vehicle (**Claim**). To the extent the Member has a claim, the Member unconditionally, unequivocally and forever waives the Claim. The Member undertakes not to take any action or proceeding in connection with or to pursue a Claim.
- 12.3 Notwithstanding the above, the Company's maximum liability to a Member, whether for breach of this Membership Terms or otherwise, shall not in any event exceed the price paid by the Member for the use of a Vehicle or S\$100,000.00, whichever is the lower.

## **13. Indemnity for Breach**

The Member shall indemnify and hold the Company harmless from and against all reasonable costs, expenses or damages that the Company may suffer or incur,





arising out of or in connection with the Member's breach of this Membership Terms, including the costs of repair, repossession or recovery, except to the extent caused by the Company's own negligence or default.

#### 14. Termination of Smove

- 14.1 This Membership Terms continues without expiry until the Member's participation under **Smove** is terminated in accordance with the next clauses.
- 14.2 A Member may upon written notice to the Company immediately terminate their **Smove** Membership.
- 14.3 The Company may upon notice to the Member immediately terminate or suspend their **Smove** Membership for the Member's breach of any term of this Membership Terms.
- 14.4 The Member shall upon a termination of their Smove Membership immediately return any Vehicle. Failing, the Company may at the Member's cost re-possess or disable the affected Vehicle. For this purpose, the Member consents, and shall procure all necessary consents, for the Company to enter into any premises, and to bear any relevant costs incurred.

#### 15. Privacy Policy

The Company's privacy policy for the time being is incorporated by reference and forms part of this Membership Terms.

#### 16. Force Majeure

The Company shall not be liable for the failure to perform any term of this Membership Terms, including a failure to make available Vehicles at the times reserved, if the failure is caused directly or indirectly by a force majeure.

#### 17. Governing Law and Jurisdiction

This Membership Terms is governed by Singapore law. The parties submit to the exclusive jurisdiction of the Singapore courts.



## 18. Dispute Resolution

- 18.1 Notwithstanding clause 17, all disputes, controversies or differences arising out of or in connection with this Membership Terms, including any question regarding its existence, validity or termination, shall be first resolved by the parties by negotiation in good faith and can be initiated by either party in writing to the other party.
- 18.2 If the parties are unable to resolve the dispute through negotiation after a period of 2 weeks from the date of the start of the negotiation, the parties agree to refer the matter to mediation in Singapore at a location to be determined by the Company and by a mediator to be appointed by the Company.
- 18.3 The Company reserves its right to take further legal action in the event that the dispute is not resolved within 2 weeks from the date of the start of the mediation.

*Issued: Dec 2018*