

Updated 22nd February 2021

TERMS & CONDITIONS FOR ACCESS TO AND USE OF GETGO CARSHARING SERVICE

GetGo Technologies Pte Ltd, UEN 202024592Z, is a company incorporated in Singapore with its registered address at 1094 Lower Delta Road, Motorway Building, Singapore 169205 (“**GetGo**”).

GetGo is the owner and operator of the GetGo Mobile Application (the “**App**”) that provides an online platform to facilitate the rental of vehicles between owners and hirers for leisure use.

This document stipulates the Terms and Conditions (this “**Agreement**”) between GetGo and you, the vehicle user (“**Hirer**”).

By using the GetGo App, the Hirer acknowledges that he or she has read, understood, and unconditionally agree to be bound by the Terms and Conditions set forth in this Agreement.

HENCEFORTH

It is agreed between GetGo and the Hirer as follows:

1. Eligibility to use the GetGo App

- 1.1 The Hirer must be between nineteen (19) and seventy (70) years of age, both ages inclusive.
- 1.2 Drivers below twenty-two (22) years of age are considered “young drivers” and higher insurance excess will apply (see Schedule 2 for the relevant rates).
- 1.3 The Hirer must have held a valid driving license for at least twelve (12) months prior to the use of the GetGo App.
- 1.4 The Hirer must hold a valid credit or debit card that is accepted by GetGo and the GetGo App.
- 1.5 The Hirer must have the mental and physical capacity to competently, safely, and lawfully operate a motor vehicle.
- 1.6 The Hirer must not owe GetGo any money.

2. GetGo Mobile Application and Vehicle Use

- 2.1 The GetGo App is primarily used to reserve, book, unlock and lock vehicles that are available on GetGo’s online platform.
- 2.2 Subject to the vehicles’ availability and GetGo’s reservation and advance booking policies, the Hirer may reserve or use the vehicle only in Singapore.
- 2.3 The Hirer will not permit anyone other than him or herself to operate the vehicle during the course of the booking.

- 2.4 The Hirer will not use, or permit anyone to use, the vehicle for any purpose that it is not expressly designed for.
- 2.5 The Hirer will not use, or permit anyone to use, the vehicle for any commercial, subleasing, racing, driving instruction / tuition, private hire, towing, pace-making, off-road driving, and/or competition in any form of motorsport or any illegal purpose whatsoever.
- 2.6 The Hirer shall not use or operate the vehicle, or permit anyone to use or operate the vehicle:
- a) under the influence of alcohol or any intoxicating substance;
 - b) to carry hazardous or dangerous materials;
 - c) to intentionally, negligently, or in any way or for any reason expose the vehicle to danger or risk including damage, and vandalism; and/or
 - d) for any illegal purposes and/or in contravention of the laws of the applicable country including Singapore.
- 2.7 The Hirer agrees that he or she is responsible and liable to GetGo for: (i) all legal costs and expenses incurred by or on behalf of GetGo on a full indemnity basis, to pursue legal and/or settlement proceedings arising out of a breach of this Agreement by the Hirer; and (ii) any loss and/or damages arising from the loss of use or loss of or damage to the vehicle for any reason whatsoever, arising out of and in connection with a breach of this Agreement by the Hirer.
- 2.8 Without limiting the scope and effect of Clause 2.7, the Hirer shall be fully responsible for all costs, expenses and fees (including Vehicle recovery expense) and damages arising from loss of use of a vehicle, arising from a breach of this Agreement or the occurrence of the following which includes but not limited to:
- a) vehicle accident, fire, theft and any loss caused to the vehicle;
 - b) fuel and parking charges, Electronic Road Pricing (ERP) fees, and traffic and parking fines;
 - c) vehicle being seized, forfeited to or confiscated by the authorities;
 - d) reckless or negligent operation of the vehicle; and
 - e) operating the vehicle under intoxication.
- 2.9 The Hirer shall not remove or interfere with any decals, marks, plates, or accessories affixed to the vehicle including but not limited to GetGo identification decals on the vehicle, in-car camera including their SD cards, and mobile phone holders.

3. Vehicle Collection and Return

- 3.1 The Hirer shall unlock and inspect both the interior and exterior of the vehicle before driving or moving off from the designated GetGo parking space, for the following:
- a) evidence of physical damage to the vehicle;

- b) evidence of vehicle malfunction; and
 - c) evidence of gross compromise to cleanliness of the vehicle.
- 3.2 In relation to Clause 3.1, the Hirer must inform GetGo via the submission of relevant photographs on the App, of any evidence of such damage, malfunction, and/or gross compromise to cleanliness of the vehicle.
- 3.3 The Hirer is deemed to be satisfied with the vehicle's condition if there are no photographs relating to the above that are submitted, and/or if there are insufficient photographs with clear evidence of any of the above (as mentioned in Clause 3.1) submitted via the App, as soon as the vehicle has moved off from the designated GetGo parking space.
- 3.4 Upon completion of the rental, the Hirer must return the vehicle to the vehicle's designated GetGo parking space (Point A to Point A) in a condition that is similar or better than when the vehicle was first collected.
- 3.5 GetGo reserves the right to impose penalties and applicable charges if the vehicle is returned late and/or in an unsatisfactory condition, at GetGo's full and sole discretion.
- 3.6 Unless otherwise instructed by GetGo, all penalties and charges paid to GetGo shall be made and/or charged unilaterally by GetGo via the App's payment function or by cheque to GetGo Technologies Pte Ltd.
- 3.7 Before locking the vehicle and ending the rental, the Hirer must complete an inspection of the vehicle like that detailed in Clause 3.1, and report any:
- a) evidence of physical damage to the vehicle;
 - b) evidence of vehicle malfunction; and
 - c) evidence of gross compromise to cleanliness of the vehicle.
- 3.8 In relation to Clause 3.7, the Hirer should document the inspection of the vehicle via the App, paying particular attention to any evidence of physical damage, indication of vehicle malfunction, and/or the cleanliness of the vehicle.
- 3.9 Upon ending the rental, unless otherwise reported via the App, the Hirer is deemed have inspected the vehicle, and considered the vehicle to be in a similar or better condition than when the vehicle was first collected by the Hirer.
- 3.10 The Hirer accepts that he or she may become liable for any fees, expenses, penalties and/or damages incurred, imposed or ordered as a result of damage, malfunction, and/or gross compromise to cleanliness of the vehicle, if the Hirer does not possess photographs to substantiate the fact that any alleged damage, malfunction, and/or gross compromise to cleanliness to the vehicle was not caused by him or her.
- 3.11 The Hirer must return the vehicle to its designated parking space together with all its tyres, accessories, and equipment, as per the state of the vehicle at the point that the vehicle was first collected by the Hirer.
- 3.12 The Hirer agrees to abide by the Community Guidelines set out in Schedule 3 and accepts the penalties, charges, and implications should he or she be found to have breached any of the guidelines.

4. Breakdown and Accident Reporting

- 4.1 The Hirer must immediately report a breakdown of the vehicle to GetGo or its partners through the App or the designated reporting phone line, and ensure that the vehicle and the Hirer are in a safe place while waiting for vehicle recovery and/or replacement of the vehicle.
- 4.2 The Hirer acknowledges that the issues listed below are preventable through the careful, proper and correct use of the vehicle, and do not constitute a “breakdown” for the purpose of this Agreement:
- a) immobilisation of the vehicle due to an empty fuel tank; and
 - b) any fault as a result of negligent use of the vehicle’s components, mechanical parts, and/or computer or electronic system.
- 4.3 In the event of a breakdown, GetGo may provide the Hirer with a replacement vehicle, refund the relevant rental fees via the issuance of a promo code, or a combination of both or any other options which shall be decided by GetGo at its sole discretion.
- 4.4 In the event of an accident, the Hirer must take reasonable efforts to:
- a) inform GetGo or its partners of the incident via the App or the designated reporting phone line as soon as practicable;
 - b) not admit any fault or liability for the accident;
 - c) obtain the vehicle registration number(s) of the relevant vehicle and contact information of the involved parties and witness(es) to the accident, including the relevant parties’ name(s), NRIC/ID number(s), and contact details.
 - d) take photographs of the damage done to the GetGo vehicle;
 - e) take photographs of the damage done to the other party’s vehicle(s), if applicable;
 - f) take photographs of the damage done to any property affected by the accident, if applicable;
 - g) file a report to an appointed accident reporting centre (IDAC Singapore) within 24 hours of the accident; and
 - h) file a police report if any parties sustain an injury.
- 4.5 The Hirer will be liable for any incidental costs arising out of an accident, including but not limited to fees and costs incurred for vehicle recovery, towing services, and/or fines imposed by the relevant authorities.
- 4.6 Subject only to the determination by an appropriate authority that an accident was not caused and/or attributed to the fault of the Hirer, the Hirer acknowledges that in the event of an accident, he or she shall become immediately liable for the following:
- a) the full amount of fees charged for the period of hire and the period of time which the vehicle cannot be used as a result of the accident (including the full period of time taken for the reporting of the accident and all time taken to process and carry out repairs on the vehicle);

- b) towing fees and cost should the vehicle be deemed to be unsafe to be driven or unable to be driven; and
- c) any insurance excess payable as a result of the accident.

4.7 GetGo will not be responsible for any incidental costs incurred by the Hirer as a result of an accident or a breakdown of a vehicle, including but not limited to any taxi fares incurred by the Hirer due to a vehicle breakdown or accident.

4.8 In the event where the Hirer fails to report the accident to the appointed Accident Reporting Centre as required in Clause 4.4b, all insurance coverage will cease to apply and the Hirer will become liable for the full cost of the accident and any incidental clause arising out of the accident as stipulated in Clause 4.5

5. Rental Fees

5.1 All fees are quoted in Singapore dollars.

5.2 Usage fees are chargeable on a part thereof basis, in hourly blocks.

5.3 In addition to the hourly usage fees, a mileage fee is chargeable based on the distance (in kilometres) driven during the rental period.

5.4 The calculation of mileage fee is derived through the vehicle's odometer record whereby the mileage driven is defined as the "end trip mileage record" less the "start trip mileage record".

5.5 The hourly usage fees and mileage fees vary between different vehicle tiers, time, and day of which, the details are provided in Schedule 1.

5.6 Unless otherwise instructed by GetGo, the Hirer will pay for any rental fees, both hourly and mileage, incurred during the rental period through the App.

5.7 The Hirer acknowledges and agrees to allow GetGo to charge the relevant rental fees to the credit or debit card linked to their account on the App upon completion of each rental period.

5.8 A pre-authorisation amount of SGD 200 will be held for each booking made by the Hirer. For the avoidance of doubt, all relevant fees attributed to the booking including but not limited to total hourly usage fee, total mileage fee, CDW premium, and any relevant penalties, will be charged at the completion of each rental period and GetGo will instruct the issuing bank to release the remaining amount of the SGD 200, if any, accordingly.

6. Reservation Extensions, Amendments, Cancellation, and No Show

6.1 The Hirer may reserve a vehicle up to two (2) weeks in advance from the planned collection time for a maximum of up to five (5) days per booking.

6.2 Cancellations of the reservation may be done at no additional cost, up to forty-eight (48) hours before the planned collection time.

- 6.3 Subject to the availability of the vehicle beyond the initial reservation period, the Hirer may extend the reservation period of the vehicle via the App.
- 6.4 Any cancellations made between forty-eight (48) hours and one (1) hour of the planned collection time, both hours inclusive, will constitute an early cancellation where the Hirer will automatically be charged the first hour of the rental plus 20% of the total usage fee of the remaining rental period. No mileage fees will apply as the vehicle has not been driven.
- 6.5 Any cancellations made within fifty-nine (59) minutes before the collection time, will constitute a late cancellation where the Hirer will automatically be charged the first hour of the rental plus 50% of the total usage fee of the remaining rental period. No mileage fee will apply as the vehicle has not been driven
- 6.6 Unless a cancellation has been made, the rental period is deemed to have commenced at the reserved start time and the entire time usage fee for the entire rental period will apply.
- 6.7 The Hirer acknowledges and agrees that GetGo may charge the relevant extension, amendments, cancellation, and rental usage fees to the credit or debit card linked to their account on the App upon cancellation or completion of the rental period.

7. Late Return Penalty

- 7.1 The Hirer should return the vehicle to its designated parking station and end their rental period via the App by the end of their rental period.
- 7.2 A goodwill ten (10) minutes grace period for the Hirer to return the vehicle to the designated parking station and to end the rental via the App will be granted for each rental period, after which any return of the vehicle will be considered a late return of the vehicle.
- 7.3 After the grace period, GetGo may, where possible, automatically extend the Hirer's rental by an hour from the time of the intended rental expiry time.
- 7.4 In the event where extension is not possible, GetGo will impose a penalty of S\$100 per hour part thereof for the late return of the vehicle. The Hirer accepts that this amount is a fair and reasonable estimation of the loss of income and/or damages GetGo will suffer as a result of the late return of the vehicle.
- 7.5 The Hirer acknowledges and agrees that GetGo may charge the relevant extension and penalty fees at its sole discretion, to the credit or debit card linked to their account on the App, in the event that the vehicle is not returned to its designated parking station and the rental period is not ended by the end rental time.

8. Insurance, Excess, and Collision Damage Waiver

- 8.1 Subject to the exceptions and specific terms and conditions of the policy providing coverage, the Hirer will be covered by motor insurance for the duration of their rental period including any goodwill grace period awarded by GetGo.
- 8.2 Subject to the excess ceiling, the policy protects the Hirer against liability for damage to the GetGo vehicle on the road.

- 8.3 Subject to the excess ceiling, the policy also protects the Hirer against third party liability caused by or arising out of their use of the GetGo vehicle on the road in accordance with the terms of the agreement, in respect of death, personal injury and/or damage to property suffered by such third party, pursuant to the Third Party (Risks and Compensation) Act (Cap. 395).
- 8.4 The Hirer may opt in to for the Collision Damage Waiver (CDW) program where their excess ceilings will be reduced in accordance with Schedule 2; the CDW premium is also documented in Schedule 2.
- 8.5 The Hirer acknowledges and agrees to the excess ceilings as stated in Schedule 2 and understands that they will be required to pay the necessary excess in the event of an accident.
- 8.6 In the event of late return as defined in Clause 7.2, any CDW will cease to apply should there not be a valid rental period extension and the Hirer will have to bear the full excess amount as stated in Schedule 2.
- 8.7 In the event where an accident is not reported within 24 hours to the appointed Accident Reporting Centre as required in Clause 4.4b, any CDW will cease to apply and the Hirer will have to bear the full cost of the accident as stated in Clause 4.8

9. Malaysia Use

Not Applicable

10. Traffic and Parking Violations, and Fines

- 10.1 The Hirer will be responsible for any breach of traffic rules and regulations during the rental period.
- 10.2 The Hirer will be responsible for any breach of underground and external parking rules and regulations during the rental period.
- 10.3 Should GetGo receive a ticket, fine, or penalty in connection with the use of the vehicle by the Hirer, GetGo will send the relevant Hirer's information to the relevant authorities as the relevant person who was operating and using the vehicle.
- 10.4 The Hirer acknowledges and agrees to allow GetGo to provide his/her identity details to any law enforcement authority on request and/or otherwise in connection with any breach of applicable laws by the Hirer and/or the users of the vehicle.
- 10.5 The responsible Hirer must pay for all tickets, surcharges, tolls, fines, and penalties imposed from the use of the GetGo vehicle during the rental period.
- 10.6 Should the Hirer cause any GetGo vehicles to be impounded, towed, and/or disabled through wheel clamp or any other means, GetGo will impose an administrative fee of S\$300 on top of any associated recovery costs for the vehicle.

11. Limitation of Liability

- 11.1 The Hirer shall indemnify and hold GetGo and its officers, directors, employees and agents harmless from and against all reasonable costs, expenses or damages that GetGo may suffer or incur, arising out of or in connection with the Hirer's breach of this Agreement, including the costs of repair, repossession or recovery, except to the extent caused by GetGo's own default or negligence.
- 11.2 The Hirer acknowledges and agrees that the use of a vehicle involves the risks of death, injury and property damage, and the Hirer accepts all such risks arising out of or in connection with the use of the vehicle.
- 11.3 To the fullest extent permitted under applicable laws, save in respect of death or personal injury caused by the negligence of GetGo, GetGo shall not be liable to the Hirer, or any other person or entity for any direct, indirect, special, incidental, consequential or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use or costs of obtaining substitute services) arising out of the use, inability to use (including without limitation due to any cancellations or amendments of bookings by GetGo under Clause 6), unauthorised access to or use or misuse of the services provided under the GetGo App, whether based upon warranty, contract, tort (including negligence), or otherwise, even if GetGo has been advised of the possibility of such damages or losses.
- 11.4 To the fullest extent permitted under applicable laws, save in respect of death or personal injury caused by the negligence of GetGo, the Hirer unconditionally releases and discharges GetGo from all claims and liability, under contract, tort, negligence, equity, statute or otherwise, which the Hirer now have or may have in the future, arising out of or in connection with the Hirer's use of the vehicles.
- 11.5 Notwithstanding the above, to the fullest extent permitted under the applicable laws, GetGo's aggregate liability for all claims arising from this Agreement (if any) to a relevant Hirer shall not exceed (i) the aggregate amount which the relevant Hirer had paid to GetGo in relation to the use of the GetGo App and/or vehicle, or (ii) S\$100, whichever is lower.

12. Personal Data Protection Act

- 12.1 This Personal Data Protection Policy notice for personal data ("Notice") is issued to GetGo's Hirers, pursuant to the statutory requirements of the Personal Data Protection Act 2012 ("PDPA").
- 12.2 GetGo recognizes the importance of the personal data Hirers have entrusted to it and understands its responsibility to properly manage, protect and process the personal data of Hirers.
- 12.3 During the Hirer's course of dealing with GetGo, GetGo may have, and / or will collect, use, disclose and process Hirers' personal data for purposes, including, communicating; providing services, responding to your enquiries or complaints, provide you with information and/or updates on products, services and/or promotions offered by GetGo and/or its associated and its subsidiary companies or any selected third parties and other purposes required to operate and maintain business as set out in GetGo's Personal Data Protection Policy.

- 12.4 In order to conduct GetGo's business operations, GetGo may also be disclosing the personal data provided by Hirers to GetGo's third party service providers, agents and/or GetGo's affiliates and/or subsidiary companies or related corporations, and/or other third parties whether sited in Singapore or outside of Singapore, for one or more of the above-stated purposes.
- 12.5 Such third-party service providers, agents and/or affiliates or related corporations and/or other third parties would be processing your personal data either on GetGo's behalf or otherwise, for one or more of the above-stated purposes.
- 12.6 GetGo has the right to request for access to, or to request for a copy of and to request to update or correct the Hirer's personal data held by GetGo.
- 12.7 The Hirer has the right at any time to request GetGo to limit the processing and use of his/her personal data. (For example, requesting GetGo and/or its related companies to stop sending the Hirer any marketing and promotional materials or contacting Hirer for marketing purposes.)
- 12.8 The Hirer's written request shall be sent to hello@getgo.sg to unsubscribe for future updates / promotions.
- 12.9 By submitting personal data to GetGo, the Hirer consents to GetGo collecting, using, disclosing and processing your personal data in accordance with Section 12 of this Agreement.
- 12.10 The Hirer warrants that all personal data provided by the Hirer is accurate and complete, and that none of it is misleading or out of date.
- 12.11 The Hirer will promptly update GetGo in the event of any change to his or her personal data.
- 12.12 In some circumstances, the Hirer may have provided personal data relating to other individuals (such as his/her spouse, family members or other third party including minors) to GetGo. The Hirer represents and warrants to GetGo that (i) he/she is authorised to provide third parties' personal data to GetGo, and (ii) the Hirer has obtained the consent of the relevant third parties for the collection, use, disclosure and processing of the third parties' personal data in accordance with this section.

13. Dispute Resolution and Governing Law

- 13.1 This Agreement is governed by and construed in accordance with the laws of Singapore.
- 13.2 GetGo and the Hirer hereby submit any disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of Singapore.

SCHEDULE 1 – RENTAL FEES

Vehicle Group	Time Charge Per Hour Part Thereof		Mileage Charge Per Kilometre
Tier 1 – Standard Toyota Sienta, Mazda 3, Honda Shuttle, Ssangyong Tivoli			SGD 0.40 per km
	Hourly Rate		
	Off-Peak	S\$3	
	Normal	S\$6	
Peak	S\$9		

Off-Peak, Normal, and Peak Hour Classifications

Time	Weekdays	Weekends	Public Holidays
0000-0559hrs	Off-Peak	Off-Peak	Off-Peak
0600-1759hrs	Normal	Peak	Peak
1800-2359hrs	Peak	Peak	Peak

Maximum Time Charge per 24 Hours Rental Period

Vehicle Group	Maximum Time Charge per 24hrs Block
Tier 1	S\$120

SCHEDULE 2 – INSURANCE EXCESS

For Use in Singapore

	Standard	With CDW
Own Damage (S1)	S\$3,210	S\$1,605
3rd Party Damage (S2)	S\$3,210	S\$1,605
Maximum (S1+S2)	S\$6,420	S\$3,210
	Potential Savings w/ CDW	50% or S\$3,210
	CDW Premium	5% of total rental fee which includes time charge and mileage charge

	Young Driver ≤22yrs of age	With CDW
Own Damage (S1)	S\$5,350	S\$2,675
3rd Party Damage (S2)	S\$5,350	S\$2,675
Maximum (S1+S2)	S\$10,700	S\$5,350
	Potential Savings w/ CDW	50% or S\$5,350
	CDW Premium	5% of total rental fee which includes time charge and mileage charge

SCHEDULE 3 – COMMUNITY GUIDELINES, PENALTIES, CHARGES, AND IMPLICATIONS

Smoking in Vehicle

Hirers may not smoke in GetGo vehicles.

First time offenders will be required to pay a \$300 clean up fee. Second time offenders will be required a pay a \$500 clean up fee and may have their GetGo account suspended.

Pets

Hirers may bring their pets onto GetGo vehicles on the strict condition that the pets are kept in a cage and the Hirer does a thorough clean up of the vehicle after use. This is to be sensitive to our Muslim drivers and passengers, as well as those who may have allergies.

First time offenders will be required to pay a \$300 clean up fee. Second time offenders will be required a pay a \$500 clean up fee and may have their GetGo account suspended.

Vehicle Interior Cleanliness

Hirers should return the vehicle in a condition that is similar to or better than when it was collected. Particular attention should be paid not to leave behind litter and food crumbs. Further, Hirers may not bring pungent smelling items such as durians, open cans of paint, etc. on to the vehicle. Hirers are encouraged not to eat in the vehicles as they will be held responsible for any spillages or soiling of the vehicle's interior.

First time offenders will be required to pay up to \$300 for the vehicle to be cleaned and deodorised. Second time offenders will be required to pay up to \$500 and may have their GetGo account suspended.

Vehicle Exterior Cleanliness

Improper use of GetGo vehicles may result in significant compromise to exterior cleanliness. Excessive mud or dirt on the exterior body, tires, or rims of the vehicle will not be tolerated.

First time offenders will be required to pay up to \$300 for the vehicle's exterior to be cleaned. Second time offenders will be required to pay \$500 and may have their GetGo account suspended.

Breakdown Kit

Hirers should only utilise the vehicle's breakdown kit when the situation calls for it. Unless required, hirers may not remove the vehicle tool kit, jack, spare tire, and/or warning triangle. GetGo considers the removal of these items as theft and offenders will be referred to the police.

In-Car Camera

Hirers should not tamper with the vehicle's in-car camera unless instructed by GetGo. This includes but is not limited to accessing or modifying the SD card, removing the device or any of its components, and obstructing the device's field of vision.

Depending on the offense, GetGo may suspend the offender, refer the case to the police, or both.

Failure to Report Damages

Accidents do happen and GetGo encourages all Hirers to report such cases via the App should they cause any damage to the vehicle.

Should any damage not be reported in a timely manner, the Hirer may no longer be covered by motor insurance, regardless of whether CDW was purchased. In such an instance, GetGo reserves the right to charge the full reinstatement amount plus any associated cost from the repair including but not exclusive to internal administration cost, investigation fees, and vehicle loss of use.