

Updated 29 September 2023

## **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 booking 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.

The Hirer accepts that GetGo reserves the right to modify these Terms and Conditions at any time at its sole discretion. All changes to the Terms and Conditions will be incorporated directly into the Terms and Conditions that may be found at <https://getgo.sg/terms-conditions/>. The Hirer’s use of the GetGo App to reserve, book or use of the vehicle through GetGo App after such changes have been incorporated will constitute the Hirer’s agreement to the modified Terms and Conditions and all of the changes. The Hirer therefore undertakes to read the Terms and Conditions carefully each time before using the GetGo App and agrees to bear the risks of not doing so. The Hirer’s continuous use of the GetGo App amounts to its acceptance of all the amendments to the Terms and Conditions. For the avoidance of doubt, GetGo does not undertake otherwise to inform the Hirer of any changes to the Terms and Conditions.

### **HENCEFORTH**

It is agreed between GetGo and the Hirer as follows:

#### **1. Eligibility to use the GetGo App**

- 1.1 The Hirer must either be (i) least nineteen (19) years of age and possess and have held a valid driving license for at least twelve (12) months prior to the use of the GetGo App, or (ii) above twenty-five (25) years of age and possess a valid driving license.
- 1.2 The Hirer must possess a valid credit card, debit card, or PayLah! account that is accepted by GetGo and the GetGo App.
- 1.3 The Hirer must have the mental and physical capacity to competently, safely, and lawfully operate a motor vehicle.
- 1.4 The Hirer must not owe GetGo any money.
- 1.5 The Hirer must not be a bankrupt, be facing bankruptcy charges, or have been declared a bankrupt.
- 1.6 Drivers twenty-two (22) years of age and below are considered “young drivers” and higher insurance excess will apply (see Schedule 2 for the relevant rates).

1.7 Drivers seventy (70) years of age and above are considered “senior drivers” and higher insurance excess will apply (see Schedule 2 for the relevant rates).

1.8 Drivers with less than two (2) years of driving experience are considered “new drivers” and higher insurance excess will apply (see Schedule 2 for the relevant rates); driving experience is determined by the date of validity of the Hirer’s Singapore driving license or in the case of a foreign or international license that allows the Hirer to drive in Singapore, from the date of the license holder’s entry into Singapore.

## **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 himself 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 or allowed for use (as stipulated in this Agreement) 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.

2.10 The Hirer acknowledges that where a fuel card is made available in the GetGo vehicle, it shall only be used for the refuelling of the GetGo vehicle that the card came with. For the avoidance of doubt, the fuel card shall not be used to refuel any other vehicle or for any other purposes other than refuelling the GetGo vehicle that it came with.

2.11 The Hirer acknowledges that charging function is included in the GetGo app, it shall only be used for the charging of the GetGo vehicle that was booked. For the avoidance of doubt, the charging function shall not be used to charge any other vehicle or for any other purposes other than charging the GetGo vehicle.

2.12 The Hirer acknowledges that (i) the provision of an in-car camera is solely for the benefit of GetGo's use, and not for the Hirer's benefit, (ii) GetGo does not warrant the working condition of any in-car cameras, that are provided only for GetGo's sole benefit, and (iii) the Hirer accepts that the non-availability or faulty condition of any in car camera does not constitute any breach by GetGo's terms and conditions of the Agreement, and does not constitute a waiver of any of GetGo's rights against the Hirer.

### **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 booking, 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 to 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, in an unsatisfactory condition, and/or not to its designated lot, 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 against the Hirer's debit / credit card, by cheque to GetGo Technologies Pte Ltd, or via PayNow to 202024592Z.
- 3.7 Before locking the vehicle and ending the booking, 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 booking, 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.
- 3.13 The Hirer agrees that GetGo will not be liable for any items left in the vehicle during and after their booking; any items found and handed to GetGo may be handed over to the relevant authorities or after being held for sixty (60) days, be discarded, donated, or auctioned off.

#### **4. Breakdown, Damage & 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 booking 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 a damage or 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 possible;
- 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 within 24 hours of the accident;
- h) cooperate with GetGo to provide the necessary information and assistance as GetGo may require; and
- i) 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, loss of use, 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 4.4g or fails to provide the necessary information and assistance

to GetGo as required in Clauses 4c and 4h, all insurance coverage will cease to apply and the Hirer will become liable for the full cost of the accident and any incidental costs arising out of the accident as stipulated in Clause 4.5.

4.9 In the event where the Hirer fails to report the damages to the Live Chat as required in Clause 4.4g or fails to provide the necessary information and assistance to GetGo as required in Clauses 4.4c and 4.4h, all insurance coverage will cease to apply and the Hirer will become liable for the full cost of the accident and any incidental costs arising out of the accident as stipulated in Clause 4.5.

4.10 Loss of use charges are determined by the vehicle's maximum 24hrs time charge cap as stated in Schedule 1.

4.11 GetGo shall on each occasion furnish to the Hirer an invoice as to the amount of the total cost and the sum payable by the Hirer as soon as practicable after such total cost and the sum payable by the Hirer shall have been ascertained and in the absence of manifest or mathematical error or fraud shall such invoice shall be conclusive of the fees payable by the Hirer as set out in Clause 4.6 of this Agreement.

## **5. Booking Fees**

5.1 All fees are quoted in Singapore dollars and are subjected to prevailing Goods and Services Tax (GST).

5.2 Time Change is calculated on a part thereof basis for the first hour of the booking, and in fifteen (15) minutes blocks on a part thereof basis for subsequent time after the first hour.

5.3 In addition to the Time Change, a Mileage Charge is payable based on the distance (in kilometres) driven during the booking period.

5.4 The calculation of Mileage Charge 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 Time Charge and Mileage Charge vary between different vehicle tiers, time, and day of which, the details are provided in Schedule 1.

5.6 A flat \$0.80 Platform Fee will be charged for each booking.

5.7 Unless otherwise instructed by GetGo, the Hirer will pay for the booking fees, both time and mileage, incurred during the booking period as booked on the App.

5.8 The Hirer acknowledges and agrees to allow GetGo to charge the relevant booking fees to any payment method added to their account via the App.

5.9 When adding a credit or debit card to the GetGo App, an authorisation amount of SGD 1 may be held against the Hirer's card for card validation purposes. GetGo will instruct the card's issuing bank to release this amount after seven (7) days and the issuing bank, at its discretion, will subsequently release the held amount.

5.10 Upon confirmation of a booking, GetGo will charge the booking's Total Time Charge against the Hirer's debit / credit card.

- 
- 5.11 Should the Hirer's booking be extended either by him or herself the Total Time Charge of the extension duration will be charged immediately.
- 5.12 At the end of the booking, the Total Mileage Charge for the booking will be charged to the Hirer's debit / credit card.
- 5.13 In the event that any invoice issued to the Hirer contains any miscalculation, typographical errors, inaccuracies or omissions, GetGo reserves the right to carry out any such measures as GetGo deems appropriate including without limitation correcting the said errors, inaccuracies or omissions:
- a) For shortfalls in payment, additional amounts shall be charged to the Hirer.
  - b) In the event of overpayments, excess amounts shall be refunded to the Hirer.
- 5.14 Should there be a failure to charge the Hirer's debit card, credit card, or PayLah! account due to insufficient balance at the end of a booking, a \$20 administrative fee before any prevailing Goods and Services Tax (GST) will be imposed on the Hirer in addition to any amount due to GetGo.

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

- 6.1 The Hirer may reserve a vehicle up to thirty (30) days in advance from the planned collection time for a maximum of up to five (5) days per booking.
- 6.2 After making a booking or while a booking is in progress, subject to the vehicle's availability, the Hirer may opt to extend the booking. This extension may not exceed the maximum booking period of five (5) days.
- 6.3 For an extension to be successful, the Hirer must have sufficient debit card / credit card / PayLah! balance.
- 6.4 Cancellations of the reservation may be done at no cost, up to forty-eight (48) hours before the planned collection time. The amount Total Time Charge will be refunded accordingly.
- 6.5 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.
- 6.6 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 booking plus 20% of the total time charge of the remaining booking period. No mileage charge will apply as the vehicle has not been driven.
- 6.7 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 booking plus 50% of the total time charge of the remaining booking period. No mileage charge will apply as the vehicle has not been driven.
- 6.8 Unless a cancellation has been made, the booking period is deemed to have commenced at the reserved start time and the entire time charge for the entire booking period will apply.

6.9 The Hirer acknowledges and agrees that GetGo may charge the relevant extension, amendments, cancellation, and booking usage fees to the credit or debit card linked to their account on the App upon cancellation or completion of the booking period.

## **7. Late Return Penalty**

7.1 The Hirer should return the vehicle to its designated parking station and end their booking period via the App by the end of their booking period.

7.2 A goodwill fifteen (15) minutes grace period for the Hirer to return the vehicle to the designated parking station, take the necessary photographs of the vehicle, and to end the booking via the App will be granted for each booking period, after which any return of the vehicle will be considered a late return of the vehicle.

7.3 In the event where extension is not possible, GetGo will impose a penalty of S\$50 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.

7.4 The Hirer acknowledges and agrees that GetGo may charge the relevant extension and penalty fees at its sole discretion, to the credit card, debit card, or PayLah! account linked to their account on the App, in the event that the vehicle is not returned to its designated parking station and the booking period is not ended by the end booking 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 booking 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.

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 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 booking 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 4.4g, 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 and be fully liable any associated recovery costs and loss of use charges for the vehicle.



8.8 In the event where a damage is not reported to the Live Chat before the booking ends, any CDW will cease to apply and the Hirer will have to bear the full cost of the damage repair as stated in Clause 4.9 and be fully liable any associated recovery costs and loss of use charges for the vehicle.

8.9 Loss of use charges are determined by the vehicle's maximum 24hrs time charge cap as stated in Schedule 1.

## **9. Unauthorised Use Outside of Singapore**

9.1 The Hirer shall not drive any GetGo vehicle outside of Singapore.

9.2 Any use of GetGo vehicles outside of Singapore constitutes a breach of GetGo's terms and conditions and will be deemed as unauthorized use and the Hirer will NOT be covered by insurance.

9.3 Should GetGo detect that the Hirer has driven its vehicle out of Singapore, an additional fee of S\$1,000 before any prevailing Goods and Services Tax will be charged to the Hirer for leaving Singapore.

9.4 In the event where the Hirer gets into an accident outside of Singapore, the Hirer will be fully liable for all costs and claims relating to the accident.

9.5 If GetGo is required to repossess or tow a vehicle back to Singapore, GetGo will charge the Hirer a cross-border repossession fee of S\$1,000 (for avoidance of doubt, in addition to the additional fee in clause 9.3) before prevailing Goods and Services Tax (GST), as well as any associated administration costs and loss-of-use charges for the vehicle.

## **10. Traffic and Parking Violations, and Fines**

10.1 The Hirer will be responsible for any breach of traffic rules and regulations during the booking period.

10.2 The Hirer will be responsible for any breach of underground and external parking rules and regulations during the booking 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 and charge the Hirer a processing fee of \$20 before any prevailing Goods and Services Tax (GST) via his or her debit / credit card / PayNow, or request for payment of this processing fee via PayNow to 202024592Z.

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 booking period.

10.6 In the event where the Hirer passes through an active Electronic Road Pricing (ERP) gantry without a cashcard, or without a cashcard with sufficient value, GetGo may settle the ERP charge on the Hirer's behalf and charge the Hirer an administrative fee of S\$10 before any

Goods and Services Tax (GST) per transaction on top of the payable ERP value via his/her credit or debit card.

- 10.7 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 before any Goods and Services Tax (GST) on top of any associated recovery costs and loss of use charges for the vehicle.
- 10.8 Loss of use charges are determined by the vehicle's 24hrs time charge cap as stated in Schedule 1.

## **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](mailto: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.
- 13.3 If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to the extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

## SCHEDULE 1 – BOOKING FEES

Vehicle Group	Time Charge Per Hour Part Thereof	Mileage Charge Per Kilometre								
<b>Economy</b> Mitsubishi Attrage	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$3</td></tr><tr><td>Normal</td><td>S\$5</td></tr><tr><td>Peak</td><td>S\$9</td></tr></table>		Hourly Rate	Off-Peak	S\$3	Normal	S\$5	Peak	S\$9	SGD 0.39 per km
	Hourly Rate									
Off-Peak	S\$3									
Normal	S\$5									
Peak	S\$9									
<b>Standard</b> Toyota Altis, Toyota Axio, Toyota Raize, Toyota Vios, Toyota Sienta, Toyota Wish, Mazda 2, Mazda 3, Honda Shuttle, Ssangyong Tivoli, Honda Grace, Honda Civic, Honda Vezel, Mitsubishi Lancer EX, Nissan Qashqai, Nissan Sylphy, Hyundai Avante, Hyundai Elantra, Hyundai i30, Hyundai Ioniq Hybrid, Hyundai Kona Hybrid, Hyundai Venue, Renault Grand Scenic, Suzuki Ignis, Suzuki Swift	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$3</td></tr><tr><td>Normal</td><td>S\$6</td></tr><tr><td>Peak</td><td>S\$10</td></tr></table>		Hourly Rate	Off-Peak	S\$3	Normal	S\$6	Peak	S\$10	SGD 0.39 per km
	Hourly Rate									
Off-Peak	S\$3									
Normal	S\$6									
Peak	S\$10									
<b>Premium</b> Audi A3, BMW 2-Series, BMW 3-Series, Honda Vezel Generation 3, Kia Optima, Lexus CT, Mercedes CLA, Mercedes GLA, Nissan Teana, Ssangyong Actyon, Ssangyong Rexton, Ssangyong Stavic, Toyota Camry, Toyota Harrier	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$6</td></tr><tr><td>Normal</td><td>S\$9</td></tr><tr><td>Peak</td><td>S\$13</td></tr></table>		Hourly Rate	Off-Peak	S\$6	Normal	S\$9	Peak	S\$13	SGD 0.39 per km
	Hourly Rate									
Off-Peak	S\$6									
Normal	S\$9									
Peak	S\$13									
<b>Luxury</b> Audi A5, BMW 5-Series, BMW X3, Mercedes C-Class	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$15</td></tr><tr><td>Normal</td><td>S\$18</td></tr><tr><td>Peak</td><td>S\$21</td></tr></table>		Hourly Rate	Off-Peak	S\$15	Normal	S\$18	Peak	S\$21	SGD 0.49 per km
	Hourly Rate									
Off-Peak	S\$15									
Normal	S\$18									
Peak	S\$21									
<b>Standard Electric</b> Hyundai Ioniq Electric, Hyundai Kona Electric, MG ZS EV, BYD E6 EV	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$4</td></tr><tr><td>Normal</td><td>S\$7</td></tr><tr><td>Peak</td><td>S\$11</td></tr></table>		Hourly Rate	Off-Peak	S\$4	Normal	S\$7	Peak	S\$11	SGD 0.29 per km
	Hourly Rate									
Off-Peak	S\$4									
Normal	S\$7									
Peak	S\$11									
<b>Premium Electric</b> Hyundai Ioniq5 Electric	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$12</td></tr><tr><td>Normal</td><td>S\$15</td></tr><tr><td>Peak</td><td>S\$18</td></tr></table>		Hourly Rate	Off-Peak	S\$12	Normal	S\$15	Peak	S\$18	SGD 0.29 per km
	Hourly Rate									
Off-Peak	S\$12									
Normal	S\$15									
Peak	S\$18									
<b>Luxury Electric</b> Polestar	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$16</td></tr><tr><td>Normal</td><td>S\$19</td></tr><tr><td>Peak</td><td>S\$22</td></tr></table>		Hourly Rate	Off-Peak	S\$16	Normal	S\$19	Peak	S\$22	SGD 0.39 per km
	Hourly Rate									
Off-Peak	S\$16									
Normal	S\$19									
Peak	S\$22									
<b>Commercial Electric</b> BYD T3 EV, DFSK EC35	<table><tr><td></td><td>Hourly Rate</td></tr><tr><td>Off-Peak</td><td>S\$10</td></tr><tr><td>Normal</td><td>S\$10</td></tr><tr><td>Peak</td><td>S\$10</td></tr></table>		Hourly Rate	Off-Peak	S\$10	Normal	S\$10	Peak	S\$10	SGD 0.29 per km
	Hourly Rate									
Off-Peak	S\$10									
Normal	S\$10									
Peak	S\$10									

#### Off-Peak, Normal, and Peak Hour Classifications

Time	Weekdays	Weekends	Public Holidays
0000-0559hrs	Normal	Normal	Normal
0600-0859hrs	Off-Peak	Off-Peak	Off-Peak
0900-1759hrs	Normal	Peak	Peak
1800-2059hrs	Peak	Peak	Peak
2100-2359hrs	Normal	Peak	Peak

#### Maximum Time Charge per 24 Hours Booking Period

Vehicle Group	Maximum Time Charge per 24hrs Block
Economy	S\$80
Standard	S\$120
Premium	S\$160
Luxury	S\$240
Standard Electric	S\$120
Premium Electric	S\$200
Luxury Electric	S\$240
Commercial Electric	S\$120

#### Platform Fee

A flat platform fee of \$0.80 will be charged for each booking.

## SCHEDULE 2 – INSURANCE EXCESS

For Vehicles in All Price Tiers Except Luxury (Singapore Use Only)

	Standard	With CDW
Own Damage (S1)	S\$3,000	S\$1,500
3 <sup>rd</sup> Party Damage (S2)	S\$3,000	S\$1,500
Maximum (S1+S2)	S\$6,000	S\$3,000
	Potential Savings w/ CDW	50% or S\$3,000
	CDW Premium	5% of total booking fee which includes time charge and mileage charge

	Young / Senior / New Driver ≤22yrs of age or ≤2yrs driving experience	With CDW
Own Damage (S1)	S\$5,000	S\$2,500
3 <sup>rd</sup> Party Damage (S2)	S\$5,000	S\$2,500
Maximum (S1+S2)	S\$10,000	S\$5,000
	Potential Savings w/ CDW	50% or S\$5,000
	CDW Premium	5% of total booking fee which includes time charge and mileage charge

For Vehicles in the Luxury Price Tier (Singapore Use Only)

	Standard	With CDW
Own Damage (S1)	S\$5,000	S\$2,500
3 <sup>rd</sup> Party Damage (S2)	S\$5,000	S\$2,500
Maximum (S1+S2)	S\$10,000	S\$5,000
	Potential Savings w/ CDW	50% or S\$5,000
	CDW Premium	5% of total booking fee which includes time charge and mileage charge

	Young / Senior / New Driver ≤22yrs of age or ≤2yrs driving experience	With CDW
Own Damage (S1)	S\$7,500	S\$3,750
3 <sup>rd</sup> Party Damage (S2)	S\$7,500	S\$3,750
Maximum (S1+S2)	S\$15,000	S\$7,500
	Potential Savings w/ CDW	50% or S\$7,500
	CDW Premium	5% of total booking fee which includes time charge and mileage charge

---

In the event of an accident, GetGo reserves the right to collect the full excess amounts based on the above tables.

Driving experience is determined by the Hirer's Singapore driving license or in the case of a foreign or international license that allows the Hirer to drive in Singapore, from the date of entry into Singapore.

The above rates are subject to prevailing Goods and Services Tax (GST).



---

### **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 to pay a \$500 clean up fee and may have their GetGo account suspended.

Cleaning fees are subject to prevailing Goods and Services Tax (GST).

#### 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 up to \$300 in cleaning fees. Second time offenders will be required to pay up to \$500 in cleaning fees and may have their GetGo account suspended.

Cleaning fees are subject to prevailing Goods and Services Tax (GST).

#### 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.

Cleaning fees are subject to prevailing Goods and Services Tax (GST).

#### 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 up to \$500 in cleaning fees and may have their GetGo account suspended.

Cleaning fees are subject to prevailing Goods and Services Tax (GST).

---

#### 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.

Hirers who tamper with the vehicle's in-car camera will be liable for any repair and/or replacement costs. Depending on the offense, GetGo may suspend the offender, refer the case to the police, or both.

Repair and/or replacement costs are subject to prevailing Goods and Services Tax (GST).

#### Failure to Report Damages

Accidents do happen and GetGo encourages all Hirers to report such cases via the App or LiveChat 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. Further, GetGo reserves the right to charge an \$800 administrative fee for the investigation work to identify the Hirer, on top of the full reinstatement amount plus any associated cost from the repair including but not exclusive to vehicle loss of use.

Administrative fees are subject to prevailing Goods and Services Tax (GST).

#### Failure to Return Vehicle to Designated Lot

Hirers are required to return their vehicles, unless otherwise instructed by GetGo, to their designated lot as specified in Clause 3.4.

Should GetGo have to recover the vehicle, Hirers will pay a convenience fee of \$200 on top of any parking charges incurred at the time of the vehicle retrieval. Repeated offenders will have their accounts suspended.

Convenience fees are subject to prevailing Goods and Services Tax (GST).

#### Failure to Turn Off Headlights, Interior Cabin Lights, and/or Hazard Lights

Hirers are required to ensure that the vehicle's headlights, interior cabin lights, and hazard lights are switched off before ending their trip. Failure to do so will result in the vehicle's battery being drained which will result in the inability to operate the vehicle.

Should GetGo be required to intervene to assist in turning off the headlights, interior cabin lights, and/or hazard lights of the vehicle, a convenience fee of \$200 will be imposed on the responsible Hirer.

Convenience fees are subject to prevailing Goods and Services Tax (GST).

#### Misuse of Fuel or Charging Function

GetGo vehicles are equipped with fuel or charging via the GetGo app so that Hirers may refuel or charge the vehicles at no cost to themselves. As specified in Clause 2.10 & 2.11, the fuel card and charging function are not to be used for purposes other than the refuelling or charging of the GetGo vehicle.

All refuelling and charging activities are monitored by GetGo. Should GetGo's investigations find that there has been a misuse of the refuelling or charging functions, GetGo reserves the right to charge an \$800 administrative fee for the investigation work to identify the Hirer, in addition to the recovery of the full cost of refuelling or charging.

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

Administrative fees are subject to prevailing Goods and Services Tax (GST).

#### Unauthorised Driving

As part of our effort to create a conducive and safe environment for all hirers, unauthorised usage of GetGo vehicles is strictly prohibited.

As specified in Clause 2.3, unauthorised driving of GetGo vehicles includes, but is not limited to, using the vehicle without proper authorisation, or sharing access to the vehicle with unauthorised individuals.

Should GetGo's investigations reveal that the vehicle has been used without authorisation, GetGo reserves the right to charge an \$800 administrative fee for the investigation work to identify the Hirer in addition to the recovery of penalty fees, including but is not limited to, Time Charge, Mileage Charge, Late Return Fee, and Convenience Fee.

Depending on the offence, GetGo may suspend the offender, refer the case to the Police, or both.

Administrative fees are subject to prevailing Goods and Services Tax (GST).

#### Unauthorised Usage

As part of our effort to create a conducive and safe environment for all hirers, unauthorised usage of GetGo vehicles is strictly prohibited.

As specified in Clause 2.4, 2.5 and 2.6, unauthorised usage of GetGo vehicles includes, but is not limited to, using the vehicle beyond the authorised scope and duration.

Should GetGo's investigations reveal that the vehicle has been used without authorisation, GetGo reserves the right to charge an \$800 administrative fee for the investigation work to identify the Hirer,

---

in addition to the recovery of penalty fees, including but is not limited to, Time Charge, Mileage Charge, Late Return Fee, and Convenience Fee.

Depending on the offence, GetGo may suspend the offender, refer the case to the Police, or both.

Administrative fees are subject to prevailing Goods and Services Tax (GST).