

# **TERMS AND CONDITIONS OF COMOS CAR-SHARING** **MEMBERSHIP SUBSCRIPTION**

## **General**

By applying to become a Member of COMOS Car Sharing program, you are deemed have accepted, agreed to comply and submit to this Terms and Conditions. This Terms and Conditions shall be enforceable against you at all material time.

## **Definition**

**Applicant:** The person awaiting approval to join COMOS EV Car Sharing Program as a Member and issuance of COMOS Card;

**COMOS:** Refers to CMS Consortium Ecotour Sdn. Bhd. or its nominated agents;

**COMOS Card:** The Membership card that provides the Member with access to COMOS EVs;

**COMOS Charging Station:** area of locations identified by COMOS for COMOS EV pick up and drop off;

**COMOS Green Station:** area of locations identified by COMOS for COMOS EV pick up and drop off but not equipped with charging facilities;

**COMOS Call Centre:** the hotline contact number which the Member's *must* call to report all damages or accidents or any event of emergency involving COMOS EV or miscellaneous matters pertaining to Members' service needs. COMOS Call Centre contact no. is **+6019-2016262**.

**Rental or Reservation:** The time period the Member is renting COMOS EV and COMOS EV is in the Member's possession;

**Member or You:** Any person who signed up with COMOS through the on-line portal and granted with a COMOS Card. Registering as a Member makes you part of the COMOS EV Car Sharing Community. Only one Member per account/card;

**Rate plan:** The fee rates presented in this Terms & Conditions;

**Third Party Green parking:** parking area built and managed by third party exclusively for a green vehicles.

**Third Party EV Parking/Station:** parking area built and managed by independent building management for its visitors to park and charge electric vehicles at its vicinity. For your information, not all charging equipment at Third Party EV Parking is compatible with COMOS EV Car;

**Vehicle or COMOS EV:** Any vehicle offered in the COMOS EV Car Sharing Program fleet of vehicles.

# 1. MEMBERSHIP

## Eligibility

As a Member, you shall at all material times and throughout your Membership is effective, that you:

- are 21 years and above and in possession of identification card or passport (whichever relevant);
- have a valid Malaysian Driving License or international driving license which permits you to legally drive in Malaysia;
- possess a valid credit card or debit card with sufficient credit or account balance;

## Application process

Your application as a Member is made via COMOS website: [www.comos.com.my](http://www.comos.com.my). During the application process you are required to submit information on yourself, provide us with a scanned copy of your identification card, passport, driving license for validation and record purpose. Submission and retention of your personal data shall be made in line with your consent and our personal data protection policy ascribed in our Personal Data Protection Policy. **Membership Fee**

A Membership Fee as outlined in Schedule is applicable to the Applicant covering the registration processing, Membership and issuance of COMOS Card. Payment of the Membership Fee will be made on-line by credit card or debit card at your preference. Upon confirmation of the registration process, you shall collect the COMOS Card at the identified COMOS office, counters or booths.

Your credit card or debit card account's information will be kept by COMOS for Rental Charges payment and surety of your compliance during Rental of COMOS EV. As a Member, you shall agree for COMOS to credit your credit card account, or make deduction from your debit card account for payment of Rental or Violation Charges.

## COMOS card

Any COMOS Card is issued exclusively a designated person and is non-transferable. Only you are allowed to use the designated COMOS Card.

## Taxes

You agree that your Membership shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.

## Driver's License

It is the responsibility of the Member to maintain a valid driving license. If your driver's license is suspended, withdrawn, or expires, for whatever reason, your right-to-drive expires immediately. You are required to inform COMOS immediately through COMOS Call Centre of any suspension, expiration or withdrawal of your license that would result in you no longer meeting the Membership criteria.

## **Suspension**

COMOS reserves the right to suspend your Membership arising from non-payment or repeated violations of this T & C. During the period of suspension, you are barred from Reservation thus preventing you from accessing COMOS EV.

You will be given access to the Rental after all outstanding payments are paid and violations are remedied by payment of the respective fees or time lapsed over a period as specified in the violations section.

## **Termination**

The following actions constituted as serious violations and shall render for immediate grounds for termination:

- conducted any offences under the road traffic rules and regulations while driving COMOS EV or otherwise;
- under the influence of any intoxicating substance including but not limited to alcohol, marijuana, prescription pills while driving COMOS EV;
- recorded 2 times speeding tickets during Rental over a period of two (2) years;
- caught for distracted driving (using your phone or other medium technology) while driving COMOS EV

Any further violation of this Terms and Conditions are construed as grounds for immediate termination. However, COMOS will use its reasonable sole decision and discretion.

### *Consequences of termination*

You will be no longer be entitled to retain the Membership Card and will be immediately returned or destroyed in the manner which we will instruct as deems fit, and the Membership Fee shall not be reimbursed.

## **2. RESERVATION**

Reservation can be made via online through COMOS website at [www.comos.com.my](http://www.comos.com.my) by logging in using your Member's identification name and password. Locate a COMOS station and select the pickup and drop-off date and time for your reservation. Bookings starts from 24 hours up to 15 minutes before your planned journey.

The Reservation is set by a slot of 15 minutes but minimum booking must be made for 2 slots or 30 minutes. You may select to pickup and drop-off COMOS EV at any time provided within COMOS official car sharing operation hours

### **Rental Charges**

#### *Rate Plan*

Rental of COMOS EV will be subject to the rates of COMOS EV usage in the Schedule.

## *Payment*

Charges shall be applicable for each use of the Vehicle (Charges) to be credited into your credit card account or debited from your debit card. Any unpaid amount will immediately results in suspension of the Member's account until the sum is remitted in full.

It is pertinent to note that you are responsible to ensure sufficient fund is available in your account to ensure that transaction can be made through. You shall be liable for any non-payment and/or outstanding sum to be paid upon demand.

You acknowledged that the payment transaction is done using a third party medium which COMOS not in control. COMOS shall not be held liable for any inaccuracy or unsuccessful transactions and you shall keep COMOS indemnified and be responsible for all charges transacted through your account.

## **Altering a Reservation**

### *Changing a Reservation*

Changing your Reservation can only be made by cancelling your existing Reservation and apply for new Reservation by logging in at COMOS website at [www.comos.com.my](http://www.comos.com.my). The new Reservation is subject to availability of COMOS EV at the anticipated COMOS Charging Station.

### *Cancellation a Reservation*

Cancellation is currently not supported by our system. If you had failed to pick up the COMOS EV at the Reservation time, full Rental Charge shall be applicable. We strongly advise Members to plan their journey well to avoid any inconvenience.

## **3. USING COMOS EV**

At the time of Reservation, go to the designated COMOS Charging Station where the reserved COMOS EV is parked. On arrival, please observe the following steps:

- Perform the "Trip 360"<sup>\*</sup>;
- Scan COMOS Card on the card reader located on the lower driver's-side windshield;
- If COMOS EV is charging: press the unplug button, unplug charge handle, close charge port door, replace handle on charge station, and roll the cable neatly.
- After answering the questions shown on the HMI device, step on the brake pedal and push the START button to start the car. When the READY light on the dashboard is illuminated (not flashing), the COMOS EV is ready to operate.
- Release handbrake, step on brake pedal and engage a driving position: R, N, D

### ***\*Trip 360***

*Upon embarking on each trip, it is the responsibility of you to inspect on the COMOS EV reserved to you. Take a 360 degree safety and damage check and report any problems via the COMOS Call Centre. COMOS occasionally conducts random damage inspections.*

## **Trip Distance**

COMOS supplies an electric car sharing for usage within Klang Valley to supplement their household or personal driving needs in an energy responsible automobile. COMOS EV has a

possible range of 150 km if fully charged and is dependent on your driving style. You are responsible to inspect and guesstimate the sufficient range to the destination and the return trip. If COMOS EV falls below a 20% of the battery charge, it is your responsibility to start looking for nearby charging stations. A towing charge shall be imposed against you should your reserved COMOS EV is stalled for insufficient power.

## **Parking**

As a Member, you have the privilege to park COMOS EV in the locations identified as:

1. Third Party Green Parking; and
2. Third Party EV Parking/Station;

The above parking maybe subject to payment of parking charges imposed by the parking operators or building management.

You are required to adhere to the signs and regulations as imposed by the independent parking operators. Please ensure the place of parking is fully secured, safe from risk of theft, dinged, scratched or too close to other vehicles or threat from any potential damage by debris, severe temperature or conditions, and other objects. Always lock and inspect the Vehicle before leaving.

### *Extending a Rental*

You may extend your Rental by visiting our website at any time before the period of Rental expires. Please go to “My Booking” page and click on the “Extend” button.

Please note however the extended Rental is always subject to availability. If approved, standard rate shall be applicable to the extended Rental time, or otherwise late EV Return Fee in the Rates & Fees Table may be charged if the extended Rental is not approved and return of COMOS EV is outside the Rental time.

## **Troubleshooting**

The following are tips to get you onto the road if you are experiencing trouble to start COMOS EV:

### Solution:

- **Charging:** For safety, an COMOS EV cannot be put into gear while plugged into a charging station. Make sure the gear is in “P” when trying to start the vehicle.
- **Ignition:** The Vehicle is ready to drive when “Ready” flashes on the dash panel. Once you gain access and follow through the steps outlined in the COMOS Quick Guide (this comes together with your COMOS card during registration at COMOS office, counters or booths), press on the brake pedal and the press the engine START-STOP button located on the lower left side of the driver’s console to start the car.
- **ACC 12V Battery:** If the accessory battery has no charge left, the EV won’t be able to start. In under no condition should you try to jumpstart the car yourself. If there is such problem, call the COMOS Call Centre immediately.

## **Roadside Assistance**

Should there be a problem with COMOS EV, please park the Vehicle at a safe place, turn off the Vehicle and call COMOS Call Centre. The Roadside Assistance is subject to a specified fee if found derives from negligent act or irregular action.

## 4. RETURNING A COMOS EV

It is the responsibility of you as the Member, to return COMOS EV:

- to the designated COMOS Charging Station or COMOS Green Station indicated during Reservation;
- to plug COMOS EV in before leaving\*;
- place the Vehicle properly inside the parking space, apply handbrake, and turn off the switch. Answer the questions that are shown on the HMI device;
- before exiting, open the charge port column, marked by a “lightning bolt” on the lower right side of the driver’s console;
- exit car, remove all personal belongings;
- and plug in to the charging equipment\*;
- verify the car is charging by checking the dashboard to display of “time remaining” on the screen dashboard\*;
- lock by scanning your COMOS Card on the reader on the lower driver’s side of the windshield.

\* only if you drop-off COMOS EV at COMOS Charging Station.

### Handling a COMOS EV

The COMOS EV drives and handles like a normal ICE car. However, it is always recommended to drive efficiently with proper use of braking and keeping a safe distance from the vehicle in front to avoid rapid deceleration and acceleration which may deplete the battery faster.

As a COMOS Member, it is your obligation to leave the Vehicle in equal or better condition during pick up to be passed to the next COMOS Member. Before ending your reservation, make sure to:

- return all seats to an upright position;
- close all windows;
- remove all trash and debris from inside COMOS EV;
- lock all doors;
- report any mess or damages to the COMOS Call Centre.

Non-compliance to the above will constitute as an act of Violations and charges will be imposed against you.

## 5. VIOLATIONS

### Charges for Violations

For improper or violation on use of COMOS, the fees as stipulated in the Schedule (as shown on the last page of this document) will be charged on you based on the type of improper use or violations. It is deemed that you have agreed for COMOS to credit into your credit card account or debited your debit card account the violation charges if you are found to be liable to the Violations.

## 6. PROMOTIONS & SPECIAL RATE

COMOS may from time to time, give promotions by applying special rates to selected COMOS members by issuing the coupon code. You may redeem the coupon code for the next booking within its validity period. COMOS will not be responsible should the coupon code is not used within the validity period.

Any promotions made by COMOS is subject to change at COMOS sole discretion. COMOS reserves the right to make any amendments, vary or terminate any COMOS-related promotions without further notice.

## 7. POLICIES

### Proprietary items

*COMOS Card.*

COMOS Card is the property of COMOS and must be returned or destroyed in the manner which we instructed once your Membership is terminated or expired.

*Equipment and tools.*

All equipment and tools inside or attached to the COMOS EV is property of COMOS. You are liable for loss, missing, defect of COMOS equipment and tools arising from use or Rental, the consequences resulting in immediate suspension, termination of COMOS Membership and the cost of replacement or repair to be borne by you.

### Restricted Use

You must abide Malaysian driving and traffic laws at all times during the period of Rental. Due to inclinations which involves behavior on distracted driving becoming contentious and deadly roadway issue lately, you must adopt the driving principle that: "I will not drive distracted". You must not be disturbed from use of mobile phone while the car is on.

By all means, you shall never use COMOS EV for:

- participation in any form of race events, or competing with other vehicles, off-road activities;
- driven on roads that are in poor conditions, not regularly and properly maintained. Only drive on paved roads - no off-roading!
- any illegal purpose or for the transport of any goods or substances deemed unlawful and/or illegal under federal, state or local laws;
- operate as a taxi services or delivery service or any other service through which the driver earns a profit;
- driven by a non-COMOS Member, under any circumstances.

These acts are **PROHIBITED** during usage of COMOS EV:-

- i) Smoking
- ii) Eating and drinking
- iii) Inappropriate behavior

- iv) Driving under the influence of drugs and/or alcohol

## **Damage to COMOS EV**

### *General*

Effectiveness of COMOS services or COMOS EV dependent on your feedback and response. Our fear that if you had failed to notify us on the damage to COMOS EV, you may be assumed to be held liable for the said violation and action be taken against you for remedy.

### *During COMOS EV pick up*

Upon your arrival at COMOS Charging Station, you are advised to inspect on the physical condition of the COMOS EV, internal and external. If you noticed the Vehicle is defaced, messy or damaged in any way, please call the COMOS Call Centre immediately. Failure to do so will lead to the assumption that the damage originates during your Rental.

### *During Rental*

You shall be fully responsible to COMOS EV during your possession, whether stationary or mobile. Should you damaged COMOS EV resulting in involvement in road accidents, or irregular operation of the Vehicle, or if you notice damage as a result of other factors (dinged door, keyed car) while it's in your possession, please call COMOS Call Centre. We will supervise manner to handle the incident, including dispatched of our response team if required.

## **Passengers**

You shall be fully responsible on the conduct of the passengers inside COMOS EV during Rental, including compliances to the terms of this Terms & Conditions. Every passenger in the COMOS EV must wear a seatbelt at all times. The number of passengers may not exceed the number of functioning seatbelts in the Vehicle. Only one passenger per seat.

For your information, only 5 persons are allowed to be seated in COMOS EV at any given time.

## **8. Confidentiality**

You shall maintain in confidence all information and data relating to COMOS, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of COMOS (whether orally or in writing and whether before, on or after the date of this Terms & Conditions) or which are otherwise directly or indirectly acquired by you from COMOS, or any of its affiliated companies, or created in the course you as the Member.

## **9. Third Party Interactions**

Throughout you being the Member, you may enter into, made correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through our website and/or marketing collaterals. Any such activity, and any terms, conditions, warranties or representations associated with such

activity, is solely between you and the applicable third-party. COMOS shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third- party.

COMOS does not endorse any applications or sites linked through our website and marketing collaterals, and in no event shall COMOS, its licensors or affiliated companies be held responsible for any content, products, services or other materials on or available from such sites or third party providers.

COMOS may rely on third party advertising and marketing via telecommunication mediums and other mechanisms. By agreeing to this Terms & Conditions you agree to receive such advertising and marketing promotions. If you do not want to receive such advertising you should notify us in writing.

## **10. Indemnification**

As a Member, you agree that you shall defend, indemnify and hold COMOS, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (a) the Rental or Reservation;
- (b) dealings with third party providers, COMOS partners, advertisers and/or sponsors, or
- (c) your violation or breach of any of this Terms & Conditions or any applicable law or regulation, whether or not referenced herein; or
- (d) your violation of any rights of any third party, including third party providers arranged via the Rental or Reservation; or
- (e) your use or misuse of the Rental or Reservation or any part of the services provided by COMOS.

## **11. Disclaimer of Warranties**

COMOS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF RENTAL OR RESERVATION AND OTHER SERVICES OFFERED HEREUNDER ("THE SERVICES"), APPLICATION AND/OR THE SOFTWARE UTILISED. COMOS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES, APPLICATION AND/OR THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF THE VEHICLE, PRODUCTS AND THE SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICES, APPLICATION AND/OR THE SOFTWARE WILL BE CORRECTED, OR (F) THE APPLICATION OR THE SERVER(S) THAT MAKE THE APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (G) THE APPLICATION AND/OR THE SOFTWARE TRACKS YOU OR THE VEHICLE USED BY COMOS. THE SERVICES ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY EXCLUDED AND DISCLAIMED TO THE HIGHEST AND MAXIMUM EXTENT. COMOS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE THIRD PARTY SERVICES OBTAINED BY OR FROM THIRD PARTIES THROUGH THE USE OF THE SERVICE, APPLICATION AND/OR THE SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY THIRD PARTY SERVICES REMAINS SOLELY AND ABSOLUTELY WITH YOU AND YOU SHALL HAVE NO RECOURSE WHATSOEVER TO COMOS.

## **12. Internet Delays**

THE SERVICES, APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY SERVICE PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. COMOS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **13. Limitation of Liability**

ANY CLAIMS AGAINST COMOS BY YOU SHALL IN ANY EVENT BE LIMITED TO THE AGGREGATE AMOUNT OF ALL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN UTILISING THE SERVICES DURING THE EVENT GIVING RISE TO SUCH CLAIMS. IN NO EVENT SHALL COMOS AND/OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC, FUTURE SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, EMOTIONAL DISTRESS AND LOSS OF DATA, GOODS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). COMOS, ITS SERVICES PROVIDERS AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON FOR WHOM YOU HAVE BOOKED THE SERVICES FOR, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, APPLICATION AND/OR THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, APPLICATION AND/OR THE SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED TO BY THE SERVICE, APPLICATION AND/OR THE SOFTWARE, EVEN IF COMOS AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMOS DOES NOT AND WILL NOT ASSESS NOR MONITOR THE SUITABILITY, LEGALITY, ABILITY, MOVEMENT OR LOCATION OF ANY THIRD PARTY PROVIDERS, ADVERTISERS AND/OR SPONSORS AND YOU EXPRESSLY WAIVE AND RELEASE COMOS FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDERS, ADVERTISERS AND/OR SPONSORS. COMOS WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS, ADVERTISERS AND/OR SPONSORS. COMOS CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY

PROVIDERS, ADVERTISERS AND/OR SPONSORS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES AND PRODUCTS OFFERED VIA THE SERVICE, SOFTWARE AND/OR THE APPLICATION (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH AND ON YOU. YOU EXPRESSLY WAIVE AND RELEASE COMOS FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SERVICE, SOFTWARE AND/OR THE APPLICATION, OR IN ANY WAY RELATED TO THE THIRD PARTIES PROVIDERS, ADVERTISERS AND/OR SPONSORS INTRODUCED TO YOU BY THE SERVICE, SOFTWARE AND/OR THE APPLICATION. THE QUALITY OF THE THIRD PARTY SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO TRANSACTION THAT IS POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SERVICES AT YOUR OWN RISK.

## 14. Notice

COMOS may give notice by means of a general notice on the its website, electronic mail to your email address in the records of the COMOS, or by written communication sent by Registered mail or pre-paid post to your address in the record of COMOS. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by Registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to COMOS (such notice shall be deemed given when received by COMOS) by letter sent by courier or registered mail to COMOS using the contact details as provided in the COMOS website.

## 15. Assignment

This rights granted and obligations as imposed to you in this Terms & Conditions, as modified from time to time, shall not be assigned without prior written approval of COMOS but may be assigned without your consent by COMOS. Any purported assignment by you shall be null and void.

## 16. General

This Terms & Conditions shall be governed by **Malaysian** law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Terms & Conditions or the Service shall be subject to the exclusive jurisdiction of the courts of Malaysia to which you hereby agree to submit to.

In the event that the law in an Alternate Country does not allow jurisdiction to be that of the courts of **Malaysia** or where judgment of a **Malaysian** court is unenforceable in the Alternate Country, unresolved disputes shall be referred to the Singapore International Arbitration Centre ('SIAC'), in accordance with the Rules of the SIAC as modified or amended from time to time (the "Rules") by a sole arbitrator appointed by the mutual Terms & Conditions of the Parties (the "Arbitrator"). If Parties are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of SIAC in accordance with the Rules.

The seat and venue of the arbitration shall be Singapore, in the English language and the fees of the Arbitrator shall be borne equally by the Parties, provided that the Arbitrator may require that

such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.

No joint venture, partnership, employment, or agency relationship exists between you, COMOS or any third party provider as a result of this Terms & Conditions or use of the Services. If any provision of the Terms & Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above. The failure of the COMOS to enforce any right or provision in this Terms & Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the COMOS in writing. This Terms & Conditions comprises the entire Terms & Conditions between you and the COMOS and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.

You hereby agree that the COMOS is entitled to terminate your Membership immediately in the event that you are found to be in breach of any of the terms stipulated in this Terms & Conditions. For the avoidance of doubt, the termination of this Terms & Conditions shall not require the COMOS to compensate, reimburse or cover any cost incurred by you in the course of you acquiring the Services from the transportation provider under this Terms & Conditions.

COMOS may change the terms of this Terms & Conditions without further consultation made with you. The changes shall be effective once it is uploaded in COMOS website. You are advised to check COMOS Terms and Conditions on regular basis.

## RATES & FEES TABLE

No	Type of Memberships	Charge Method	Promotion Rates	Standard Rates		
			Yearly	Weekly	Monthly	Yearly
1	Membership rates	Credit/Debit upon registration	RM50.00	RM25.00	RM50.00	RM300.00
2	Usage rate (Per 15 minutes block)	Credit/Debit Card upon end reservation	RM8.00			
3	Late return rate for first 15 minutes		RM8.00			
4	Late Return rate for subsequent 15 minutes		RM16.00			
5	Charge for return car at outside designated parking areas		RM25.00			
6	Charge for validation of new credit/debit card	Credit/Debit Card upon request	RM1.00			
7	Charge for no show	Credit/Debit Card upon end of booking time	100% of total fee for pre-booked hours			
8	Charge for replacement of membership card	Credit/Debit Card upon request	RM12.00			
9	Charge for loss of accessories/items (OBS, floor map, charging cable, SD card, Radio etc)	Charge direct to user Credit/Debit card upon manual key-in by admin	Actual as per OEM price list + admin cost			
10	Charge for car return without charging at COMOS Charging Station		RM20.00			
11	Charge for tow service due to empty battery or damages		Actual as per 3 <sup>rd</sup> parties service charge + admin cost			
12	Charge for excessive cleaning, unsecured/unlocked car		RM50.00			
13	Charge for repair due to car accident and damages		Actual repair cost or insurance excess fee + admin cost			

\*All the above rates are excluding GST

### Explanatory notes.

- **Late EV Return Fee (Item 3 & 4)** - If the vehicle is returned after the reservation has ended. Member is required to call the COMOS Call Centre in the event of expected delay (RM8 for the first 15 minutes, RM16 for subsequent 15 minutes of late return).
- **Drop off Outside of Designated Parking Area (Item 5)** - If the Member returns the COMOS EV to any other location besides the COMOS' Charging Station or COMOS Green Station. The Member may also be billed for associated vehicle recovery fees (ie. towing, parking tickets, retrieval fee, etc.)
- **No-Show Charge (Item 7)** – Members will be charged the full booked amount upon booking confirmation regardless of whether or not the service is used.
- **Card Replacement Fee (Item 8)** - If the Member loses the COMOS Card and replacement is needed.
- **Failure to Charge Vehicle (Item 10)** - If the Member fails to plug in the vehicle at its designated COMOS Charging Station upon drop off (not applicable for COMOS Green Station).
- **Towing Charge (Item 11)** - If the Vehicle is towed during the Member's rental; the Member will be billed for the cost of towing.
- **Cleaning Fee (Item 12)** - If the Member leaves the vehicle in a messy or defaced condition, including, but not limited to: carpet or upholstery stains; dirt, sand or other debris; or removal of the Member's personal property. This fee does *not* include any fee associated with a Member's violation of this Terms & Conditions; any such fee(s) shall be separated from the cleaning fee.

- **Failure to Secure Vehicle (Item 12)** - If the Member fails to lock COMOS EV with COMOS Card and close all windows fully at the end of the car sharing usage period.