

# GENERAL TERMS AND CONDITIONS OF SHARETOO CARSHARING

operated by Volkswagen Group Singapore Pte Ltd (hereinafter referred to as »sharetoo«)

»sharetoo« is a Porsche Bank brand used by Volkswagen Group Singapore Pte Ltd, a 100% subsidiary of Porsche Holding Salzburg. Volkswagen Group Singapore is a Singapore limited liability company with its registered office at 247 Alexandra, Singapore 159934. Volkswagen Group Singapore Pte Ltd as a lessor, provides vehicles at various locations in Singapore that can be rented and used as sharetoo car sharing by authorized persons on the basis of these General Terms and Conditions. In the following, the term »sharetoo« is used for Volkswagen Group Singapore Pte Ltd as the lessor.

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#### 1. GENERAL

- 1.1 The subject of the contract is the use of the vehicles provided by sharetoo as part of sharetoo car sharing (sharetoo vehicles) at defined locations.
- 1.2 The use of sharetoo vehicles is a short-term rental agreement.
- 1.3 sharetoo vehicles are all means of transport (cars, electric cars, vans, etc.) that are offered for rental.
- 1.4 The following requirements are mandatory for the use of sharetoo vehicles required:
  - Online registration
  - explicit consent of the user to these General Terms and Conditions
  - explicit consent to the usage tariff
  - explicit consent to any contractual fees (cancellation fees), costs and expenses to be reimbursed in accordance with the Tariff and Cost Regulations (see end of T&Cs)
  - valid driving license of the user for twelve months (see point 1.7)
  - the user's minimum age shall be above 21 years
  - Valid identification document (Singapore Driver License)
  - Successful email verification, verification of user's email address, mobile number
  - User's right to use means of payment accepted by sharetoo (e.g. credit card)
- 1.5 Information: When registering, the user must provide complete and correct information and upload and provide the documents required during registration. sharetoo reserves the right to request that the user submit additional documents for review. The user must inform sharetoo immediately of any changes to personal data and bank details.
- 1.6 User ID and password: The user is obliged to keep his user ID or password secret so that no unauthorized third party can gain knowledge of it. In the event of unauthorized disclosure of the access medium (sharetoo access/login data), sharetoo is entitled to demand a flat-rate fee subject to judicial mitigation in accordance with Point 4.6 of the Tariff and Cost Regulations. In the event that an unauthorized third-party gains knowledge of this, the user is obliged to report this to sharetoo immediately and have his access data blocked [Drop us text on WhatsApp at +65 8798 9384].
- 1.7 Driving license: Only driving license issued in Singapore is accepted. If the user's driving license expires, is permanently or temporarily withdrawn or restricted, this must be reported to sharetoo immediately; with the expiration/withdrawal of the driving license, the authorization to use the vehicle is also void or is suspended (if provisional). For driving the vehicle without a valid driving license, sharetoo is entitled to charge a flat rate fine in accordance with Point 4.3 of the Tariff and Cost Regulations.
- 1.8 3<sup>rd</sup> party Driver: Granting a third party (anyone other than the registered person (user)) to drive the vehicle during the rental period is expressly prohibited. For transferring the vehicle to unauthorized



persons, sharetoo is entitled to demand a flat-rate fee in accordance with Point 4.3 of the Tariff and Cost Regulations.

Damages caused by an unauthorized driver driving the vehicle, are not covered in the Insurance Protection package. (8.2.2).

#### 2. VEHICLES COLLECTION AND RETURN

# 2.1 Location, Charging Station

Vehicles can be booked from all available locations. The locations of the sharetoo vehicles are online on the website and in the sharetoo Carsharing app. The vehicles must always be picked up and returned at the parking spaces specially allocated for sharetoo (marked and signposted). The vehicle must always be returned to the **same** location from which it was picked up. For electric vehicles, the location is usually equipped with the appropriate charging infrastructure, to which the user must plug the vehicle after each trip and activate the charge; this does not apply to those locations where there is no charging station.

# 2.2 Charging Card and Charging Process

When on the move, the user can use the enclosed sharetoo charging card to charge the electric vehicle at certain charging stations. It is located in the glove compartment in the holder provided and must be returned there by the user after use. This charging card can be used at selected charging stations that are used by sharetoo. The costs of charging elsewhere are not covered and must be paid by the user. When charging the vehicle, the user must follow all instructions from the charging station operator that are published on the charging station or on a specially set up website of the operator. Any penalties resulting from a breach of these instructions for which the user is responsible shall be paid by the user and cannot be asserted against sharetoo.

It's prohibited to use the charging card other than to charge the rented sharetoo vehicle. sharetoo reserves the right to take legal action in the event of infringement.

# 2.3 Fuel Card

When on the move, the user can use the enclosed sharetoo fuel card to top up the fuel at certain petrol stations. It is located at the sun visor above the driver's seat provided and must be returned there by the user after use. Alternatively, it may be in the glove compartment or centre console. This fuel card can be used at Shell petrol stations that are used by sharetoo. The costs of fuel elsewhere are not covered and must be paid by the user. When topping up the fuel, the user must follow all instructions from the petrol station operator that are published on the petrol station or on a specially set up website of the operator. Any penalties resulting from a breach of these instructions for which the user is responsible shall be paid by the user and cannot be asserted against sharetoo.



It's prohibited to use the petrol card other than to top up fuel of the rented sharetoo vehicle. sharetoo reserves the right to take legal action in the event of infringement.

### 3. USE OF THE VEHICLE (BOOKING PROVISION)

3.1 The user has no right to have vehicles available for use at any time or at all times; the principle therefore applies - first come, first served!

# 3.2 Booking & Cancellation:

The use of a vehicle is only possible after prior booking for a specific duration of the journey ("the Rental period"). The rental period is binding, with the minimum rental period being one hour. After exceeding the minimum rental period, the Booking units of a quarter of an hour or multiples of a quarter of an hour are possible. Exceeding the booked rental period is not permitted. It is possible to use the vehicle 15 minutes before the start time for a fee, provided that it is already available (see point 4.5). The booked rental period is thereby extended. If the customer wishes to extend their booking, they must check the booking system to see whether the vehicle is available for the period they are looking for and whether an extension of the booking is possible. If this is the case, the booking can be extended. Every booking is binding and is subject to a fee for the booked period (see point 4. Costs & billing). A booking can be cancelled before the start of the booked period (start of the individual rental), whereby, depending on the time of cancellation, a cancellation fee in accordance with point 1.5 of the Tariff and Cost Regulations will be due as a fee if the vehicle could not be rented to another user. Bookings, changes and cancellations can be made online (website, app).

### 3.3 Failure:

If the user discovers that a vehicle has broken down or is not available (for example, because the previous user did not return it on time), he must immediately report this to sharetoo [Drop us text on WhatsApp at +65 8798 9384]. Sharetoo may provide the user 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 sharetoo at its sole discretion. Any further claim for damages is excluded unless sharetoo or its employees and/or other vicarious agents are guilty of at least gross negligence when the damage occurs.

# 3.4 Obligations before starting the journey:

- The user of an electric vehicle must first remove the charging cable from the vehicle. The user must make sure that the charging cable is removed from the vehicle and in the case of an electric car the fuel / charger cap is closed.
- Activation of the vehicle: The sharetoo vehicle can be opened/activated with the app.



- Inspection: The user is obliged to inspect the vehicle before putting it into operation and to ensure that it is roadworthy before setting off, in particular by visually inspecting the tires. The user must immediately report any damage, defects, or gross dirt to sharetoo [Drop us text on WhatsApp at +65 8798 9384] in order to enable sharetoo to assign them to a specific time before the rental begins or to determine whether the vehicle is in a visually and technically proper condition
- The user accepts that he or she 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 user 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.

#### 3.5 Territory:

The user is only authorized to use the Vehicle to drive in Singapore. In the event of a journey outside of Singapore, the user is liable to sharetoo for all disadvantages that arise for sharetoo as a result. The user is obliged to observe the laws, traffic regulations and any toll obligations of the respective country into which the user is travelling. In the case of unauthorized journeys abroad, sharetoo is entitled to charge the user a fee in accordance with Point 4.4 of the Tariff and Cost Regulations.

#### 3.6 Provision:

- 3.6.1 The user must return the vehicle and accessories no later than at the end of the booked period of the individual rental period at the pickup location (see point 2.1). The vehicle and accessories must be returned in the condition in which sharetoo made them available upon rental, taking normal wear and tear into account.
- 3.6.2 In the case of electric vehicles, the user must first connect the vehicle to the charging station when returning it (this does not apply to locations where there is no charging station) and, if necessary, activate the charging using a charging card. If there is no available charging station at the location, the Electric vehicle must be with a minimum charge level of 25%. Otherwise sharetoo is entitled to a fee according to point 1.4 of the Tariff and Cost Regulations, to be charged to the user. The user shall also notify sharetoo of the insufficient charging. [Drop us text on WhatsApp at +65 8798 9384]. The vehicle must then be locked again using the app and the user must check whether the vehicle is charging and locked. Only when it is connected to the charging station (if one is available) and the charging is activated and locked of the vehicle, the return process is complete. In the event that an electric vehicle is returned without starting the charging process (provided there is a charging



- station at the return location), sharetoo is entitled to charge the user a fee in accordance with point 1.3 of the Tariff and Cost Regulations.
- 3.6.3 In the case of combustion engine vehicles, the petrol must be above 25% tank during return.
  Otherwise sharetoo is entitled to a fee according to point 1.2 of the Tariff and Cost Regulations, to be charged to the user. The user shall refuel the vehicle using only unleaded RON 95 petrol.
- 3.6.4 If the user does not return the vehicle at the end of the booked period at the same pick-up location, sharetoo is entitled to charge the user a fee in accordance with point 1.6 of the Tariff and Cost Regulations. He must immediately notify sharetoo of the delay [Drop us text on WhatsApp at +65 8798 9384]. Other consequences of the impermissible and non-contractual delay for the user remain unaffected.

#### 4. COSTS & BILLING

- 4.1 The user undertakes to pay the usage fee according to the agreed usage tariff.
- 4.2 Depending on the selected usage tariff, the following costs apply:
  - Usage fee for the duration of the vehicle rental,
  - Starting fee (if included in the tariff),
  - Usage fee per kilometre (if included in the tariff)
- 4.3 The applicable usage tariff specifies the extent to which the usage fee may include the following mobility services:
  - Use of the booked vehicle in different Vehicle category, the Vehicle models may be grouped together; certain brands or models may not be guaranteed;
  - Use of the vehicle in the agreed Rental period depending on the time unit of the agreed product tariff;
  - Included free kilometres depending on the choice of agreed product tariff;
  - Technical support for the vehicle within the framework of the mobility guarantee of the respective Vehicle manufacturer in case of impairment of the Vehicle's readiness to drive;
  - Value added tax or sales tax;
  - Motor vehicle liability insurance;
  - Standard Cleaning minimum costs (no special cleaning according to 4.7).
- 4.4 Included free of charge are:
  - User ID and password: for access to the Booking platform
  - sharetoo car sharing app: to open and close of the vehicle, bookings, etc.
  - Charge at the sharetoo charging station at your location



• Charging/refuelling with the included charging/fuel card for on the go according to point 2.2 and point 2.3.

### 4.5 Calculation of the rental fee:

The rental period generally begins at the start time specified in the booking and ends at the end time specified therein. The fee is based on a quarter-hour interval, charged for each quarter of an hour started. Exceptions are special rates based on other time units (minutes, day, evening, weekend, etc.), which are displayed when booking the desired vehicle; the calculation basis for this is based on the agreed usage rate. It is possible to open and use the vehicle 15 minutes before the agreed start time, provided it is already available. In this case, an additional quarter of an hour may be charged in addition to the fee for the booked rental period.

Example: The user books a vehicle for the time from 12:00 to 14:00. The vehicle is already available before the start time and the user opens it at 11:45. A fee for 135 (15+60+60) minutes is charged.

#### 4.5.1 Booking duration shortened:

The user can return the vehicle at any time before the specified time at the agreed pick-up location (point 2.1). In case of early return, the full fee will be charged for the entire booking period.

#### 4.5.2 Exceeding the specified booking period:

For the duration of any exceedance of the rental period, sharetoo is entitled to invoice the user the agreed usage fee.

Example: The user books a vehicle for the period from 12:00 to 13:00 and does not return the vehicle until 13:15. A fee for 75 minutes (60 minutes for the period from 12:00 to 1:00 p.m., 1 x 15 minutes for the period from 1:00 to 1:15 p.m., each quarter of an hour or part thereof is charged in full) will be charged. In this case, sharetoo is entitled to additionally charge a fee in the amount of point 1.1 of the Tariff and Cost Regulations. The user must report any late return to sharetoo immediately.

- 4.6 Traffic fines, ticket, or penalty that have not already been paid by the user directly without involving sharetoo will be settled by sharetoo by issuing of owner's information to the relevant authorities as the relevant person who was operating and using the vehicle. The user is obliged to pay a processing fee to sharetoo in accordance with point 3.1 of the Tariff and Cost Regulations for the processing of the official information in connection for the processing of other traffic fines. If the user has incurred tolls and has not paid them, these will be passed on to the user by sharetoo; in this case, too, an additional processing fee will be charged according to point 3.1 of the Tariff and Cost Regulations.
- 4.7 If a vehicle is returned by the user in a particularly dirty state and/or with an odour (e.g. due to the transport of animals contrary to the agreement, see 6.7.), the user must pay a fee for the necessary cleaning and restoring of a vehicle condition as a flat-rate reimbursement of costs in accordance with point 3.3 of the Tariff and Cost Regulations.



- 4.8 In the event of loss of the fuel card / charging card for reasons attributable to the user, the user must pay sharetoo a fee in accordance with point 2.6 of the Tariff and Cost Regulations must be paid as a flat-rate reimbursement of costs for blocking and reissuing the respective card.
- 4.9 Furthermore, the user must bear or reimburse all other costs incurred by him during the rental period, in particular toll fees and parking fees incurred by parking in paid parking garages/- spaces and the costs resulting from the loss of an entry ticket for parking garages/ spaces used by the user. The user shall provide his own Singapore cash card for the time of rental.
- 4.10 The user must also pay to sharetoo the costs for the Return (one-way) of the vehicle from a parking location other than the agreed pickup location (see point 2.1), in each case a fee in accordance with point 1.6 of the Tariff and Cost Regulations must be paid as a flat-rate reimbursement of costs.
- 4.11 Billing: By making a booking, the user expressly authorizes sharetoo to bill the user via his means of payment in accordance with Point 1.4 of these terms and conditions all fees, any costs, contractual fees and processing fees in connection with the sharetoo short-term rental, i.e. the usage fee and any other fees, costs, contractual fees and processing fees that are legitimately charged on the basis of these terms and conditions in accordance with the Tariff and Cost Regulations ("the collection authorization"). In the course of this, sharetoo reserves the right, with the consent of the user, to authorize the amount from the deposited payment method that corresponds to the usage fee incurred at the time the booking is made for the booked period. The exact amount and the reference to the collection authorization are visible to the user separately in the app. For bookings with an immediate start time, this takes place directly as part of the booking.

This amount does not include any additional, dynamic costs (e.g. distance dependent tariff components) or any other fees, costs, contractual fees, expenses and processing fees that may be charged by sharetoo based on these terms and conditions. After the journey has ended, only the actual invoice amount will be debited from the selected payment method. The invoice will be sent to the email address provided.

The email is sent to the user's email address. If the authorization attempt for the deposited payment method (e.g. credit card) fails and this cannot be charged, the booking is automatically cancelled. The user is informed of this immediately.

If a debit is made despite authorization by the users for reasons for which they are responsible fails, sharetoo is entitled to charge a fee in the amount of point 4.1 of the Tariff and Cost Regulations as reimbursement of expenses. Payment default occurs at the time when the debit of the amount fails despite authorization from the deposited payment method.

#### 5. GENERAL OBLIGATIONS OF THE USER



- 5.1 The user is obliged to ensure that the luggage or goods transported in the vehicle are secured in such a way that they do not cause damage to the vehicle and do not pose a risk to passengers; the applicable legal regulations on load securing must be observed by the user.
- 5.2 The user is obliged to treat the Vehicle with care and to ensure that the Vehicle is locked when parked or unattended.
- 5.3 The user may not drive the vehicle if his or her ability to drive is impaired, in particular due to the influence of alcohol, medication, drugs, illness or fatigue
- 5.4 During the rental period, the user is obliged to maintain the vehicle in the condition in which it was handed over but taking normal wear and tear into account.
- 5.5 Smoking cigarettes, e-cigarettes and vaping is strictly prohibited in all sharetoo vehicles. sharetoo is entitled to take legal action in any case of violation of this prohibition by the user pursuant to Point 3.4 of the Tariff and Cost Regulations is to be claimed as a flat-rate reimbursement of costs.
- 5.6 The vehicle is equipped with a smoke detection device that detects when smoking is taking place and records the time and location of the incident.
- 5.7 The user is solely responsible for the material and agreed use of the vehicle. If the wrong fuel is used (misfuelling), the user is liable for the necessary costs incurred by towing the vehicle and/or repairing the damage. Misfuelling occurs, for example, when a diesel vehicle is filled with petrol or a petrol vehicle is filled with diesel or fuels not approved for the respective vehicle. The vehicle manufacturer's operating instructions, which are located in the vehicle.
- 5.8 The vehicle may not be sublet, encumbered, pledged, sold or otherwise encumbered, not only the vehicle itself, but also vehicle parts, vehicle keys, vehicle documents, equipment, tools and/or accessories.
- 5.9 You and all passengers must use seat belts. If transporting children under 1.35m tall, they must be transported in the rear seat in a child booster seat. A child booster seat is not provided by sharetoo. You are fully and solely responsible for the lawful and safe installation and usage of such child booster seat and for verifying that such use is lawful in the manner utilised.

# 6. USE OF THE VEHICLE

The user may only use the vehicle in accordance with the legal provisions (laws, regulations, etc.) and in any case not for the following purposes:

- 6.1 for the transport of persons for hire or against payment, e.g. for car sharing or commercial passenger transport, unless this has been expressly agreed with sharetoo and the user has the appropriate business license for this purpose;
- 6.2 for the carriage of more persons than is permitted under the vehicle documents are permitted;



- 6.3 for the carriage of flammable, toxic or dangerous goods;
- 6.4 for the transport of goods with a weight, quantity and/or volume such that the permissible total vehicle weight is exceeded;
- 6.5 for races, even if the racetrack is open to the public for test and practice drives (so-called tourist drives); this also applies to drives off paved roads, for reliability tests, speed tests or for participation in rallies, races, driver safety training or test runs;
- 6.6 for inappropriate driving manoeuvres, speeding, strong acceleration, braking manoeuvres, cornering and drifting. The vehicle is equipped with a harsh driving detection device that detects such inappropriate driving manoeuvres and the time and records the location of the incident.
- 6.7 for the transport of live animals.
- 6.8 for driving school purposes or accompanied driving, such as for carrying out practice drives for driving license training.
- 6.9 to tow or push another vehicle or a trailer, unless the rental vehicle is the vehicle and, if necessary, to assert claims for damages. equipped with a trailer coupling and the maximum permissible total weight entered in the vehicle documents is observed;
- 6.10 to drive on gravel roads where this poses a risk to the vehicle or on other roads whose surface, size or condition poses a risk to the vehicle, such as beaches, impassable roads, forest paths, mountains, etc. or roads that are not approved for traffic or are not asphalted;
- 6.11 to commit criminal offences, in particular intentional offences, customs offences and other criminal offences, even if these are punishable only under the law of the place where the offence was committed;
- 6.12 for the transport of the vehicle on board an aircraft;
- 6.13 for travel within the non-traffic areas approved areas of ports, airports and/or Airports; this also applies to the site of a refinery or oil company including the associated attachments, unless this is expressly approved by sharetoo, in which case written form is recommended.
- 6.14 for other uses that go beyond the contractual use.

# 7. MAINTENANCE, BREAKDOWNS, ACCIDENTS AND DAMAGES

- 7.1 Pay attention to the warning lights on the vehicle display and, if they light up, take all necessary measures as described in the operating instructions. If in doubt, contact sharetoo for assistance with questions about the vehicle [Drop us text on WhatsApp at +65 8798 9384].
- 7.2 Damage during the rental period must be reported to sharetoo immediately, even if it was caused by the renter or without the involvement of third parties.



- 7.3 If during the rental period damage occurs to the vehicle due to wildlife, burglary, theft or to the parked vehicle due to vandalism or an unknown vehicle (parking damage) or other damage that does not constitute minor damage, the user must notify the police and sharetoo immediately.
- 7.4 In the event of damage to third parties, the user must immediately complete an accident report and send it to sharetoo (sharetoo@vw.com.sg) within two working days. The user must take reasonable efforts to:
  - a) Inform Sharetoo, of the accident via the designated reporting phone line +65 6333 8800 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 Sharetoo 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 or with the appointed accident response representative within 24 hours of the accident occurrence;
  - h) cooperate with Sharetoo to provide the necessary information and assistance as Sharetoo may require; and
  - i) file a police report if any parties sustain an injury
- 7.5 If the vehicle used is an electric car, the user is obliged to inform the emergency services (e.g. police, fire brigade, towing service, etc.) that it is an electric vehicle in the event of an accident. Under no circumstances may the vehicle be towed conventionally (automatic vehicle)!
- 7.6 The user is not permitted to order repairs to the vehicle or to carry them out himself
- 7.7 In the event of damage, sharetoo reserves the right to declare the early termination of the rental agreement and to demand the immediate return of 6.9 to tow or push another vehicle or a trailer, unless the rental vehicle is the vehicle and, if necessary, to assert claims for damages. sharetoo is entitled to processing fees for claims in accordance with point 3.2 the Tariff and Cost Regulations.
- 7.8 The vehicle is equipped with a damage detection device, which uses a sensor to detect when the vehicle is damaged and records the time and location of the incident. The data obtained in this way is used to implement the contract, ensure the roadworthiness of the vehicles and to process claims.
- 7.9 The user acknowledges that (i) the provision of an in-car camera is solely for the benefit of Sharetoo's use, and not for the user's benefit, (ii) Sharetoo does not warrant the working condition of any in-car



cameras, that are provided only for Sharetoo's sole benefit, and (iii) the user accepts that the non-availability or faulty condition of any in-car camera does not constitute any breach by Sharetoo's terms and conditions of the Agreement, and does not constitute a waiver of any of Sharetoo's rights against the user.

#### 8. LIABILITY

#### 8.1 General:

The user is liable to sharetoo for all damage caused by the user in the course of using the vehicle at sharetoo.

- 8.1.1 Sharetoo's liability for damages to the user is excluded unless sharetoo or its representatives or vicarious agents are guilty of intent or gross negligence. Sharetoo is only liable for personal injuries and in the event of a breach of essential contractual obligations, even in the case of minor Negligence. Mandatory liability under the Product Liability Act remains unaffected. sharetoo is not liable for the risk associated with transported items. Nor is sharetoo liable for lost profits, costs for overnight accommodation or alternative mobility, flights, etc. or an interruption of operations related to the rental.
- 8.1.2 The user is not authorized to represent sharetoo in legal transactions.
- 8.2 »sharetoo« offers all sharetoo vehicles including a Protection package, which includes motor vehicle liability insurance in accordance with point 8.2.1 and in the event of theft of the vehicle, excluding damages mentioned in point 8.2.2.
- 8.2.1 Motor vehicle liability insurance:
- 8.2.1.1 The motor third-party liability (MTPL) insurance for the rented vehicle shall be remain in effect at all times during the booking period.
- 8.2.1.2 The User will give immediate notice to sharetoo, in accordance with the terms of this agreement and the general and/or specific insurance terms governing the MTPL insurance, of occurrence of any damage to, theft of or total loss of the rented vehicle. All repair works, no matter their type or purpose, will be performed in a repair shop of sharetoo.
- 8.2.1.3 The User will not have the right to perform on its own any repair works or to make any declaration about insurance proceeds paid for the damages caused to the rented vehicle and shall act as such upon the instructions received from sharetoo. The right to make declarations regarding the prejudices brought to third parties and to the rented vehicle belongs to sharetoo.
- 8.2.1.4 The User covenants and agrees to pay immediately upon demand by sharetoo the full amount of insurance excess, towing fees and any applicable fee.



- 8.2.1.5 The User shall indemnify sharetoo fully and hold the latter harmless from any claims, losses and damages (including the insurance excess and increment of the insurance premium due to the increased claim rate) caused to sharetoo or any third parties which are not covered by the MTPL insurance for the rented vehicle.
- 8.2.1.6 Where a claim is excluded or sharetoo receives only partial compensation from the Insurer due to non-compliance of the User with the general and/or particular insurance terms of the MTPL insurance, the User shall pay to sharetoo the difference in amount, such that the latter is fully indemnified up to the insured amount.
  - i. Excess for drivers above 22 years old or below 70 years old and at least 2 years driving experience, the following standard excess applies:
     SGD3,300.00
  - ii. Drivers below 22 years old or above 70 years old or less than 2 years driving experience, on top of the standard excess, the following additional excess applies:SGD2,200.00

Subject otherwise to the terms exceptions and conditions of the policy.

- 8.2.1.7 The User acknowledges that they have read and understood point 8.2.2 and agrees and commits not to violate any of the conditions or situations outlined. In the event of a breach, the User agrees to fully cover all repair costs, expenses, losses, and damages incurred by sharetoo and any third parties involved in the accident.
- 8.2.1.8 The User acknowledges that the availability to themselves or any third-party (including any passenger in the sharetoo vehicle operated by the User) of a claim under the insurance Cover does not affect sharetoo's entitlement to bring a claim against the User in respect of damage caused by the User resulting from a breach of this Agreement.
- 8.2.2 Liability for damages not caused by the Liability reduction includes:

The following damages are not covered in Protection package included:

- Damage caused by intent, gross negligence or in a state of alcohol, drugs and/or Drug-impaired condition of the user;
- Damage that occurred when loading or unloading the vehicle and was negligently caused by the user;
- Damage to the interior of the vehicle caused by the user, e.g. due to insufficiently secured loads;



- Damage to the vehicle that occurred during trips for which sharetoo did not give its consent,
   such as damage (e.g. due to theft) during the user's trips abroad for which sharetoo did not give its consent;
- Damage and additional costs that occurred because the user committed a hit-and-run or that he caused while impaired by alcohol, medication or drugs, or in any other condition that impairs his ability to react (e.g. fatigue, illness, etc.);
- Damage that occurred due to loading the vehicle, e.g. due to cargo, due to insufficiently secured loads or overloading, or due to improper attachment of accessories or unsuitable accessories, as well as damage to the interior of the vehicle;
- Damage to tires and rims and the vehicle underbody and any consequential damage caused thereby;
- Damage caused by an unauthorized driver driving the vehicle;
- Damage caused by the user including consequential damage to high-voltage systems incl.
   batteries in electric vehicles;
- Damage caused by the user and consequential damage resulting from incorrect refuelling;
- Damage caused by the user due to loss or damage of mobile sharetoo accessories, such as warning triangle, dash cameras, On-Board Unit (OBU) or others;
- 8.2.2.1 sharetoo shall not be liable for any loss or damage to items brought into the vehicle or left there nor for the risk associated with the items transported by the user, unless sharetoo, its vicarious agents and/or employees are at least grossly negligent in doing so.

# 9. USE OF FUEL/CHARGING CARD

Sharetoo vehicles are equipped with fuel card or charging card so that user may refuel or charge the vehicles at no cost to themselves. The fuel card or charging card is not to be used for purposes other than refuelling or charging of sharetoo vehicles. In the event of an infringement due to an unauthorized journey or due to a contractually improper use of the vehicle, the user agrees to pay a fee in accordance with point 3.5 of the Tariff and Cost Regulations; this only applies if sharetoo has not suffered less damage.

It's prohibited to use the charging card other than to charge the rented sharetoo vehicle. sharetoo reserves the right to take legal action in the event of infringement.

# 10. APPLICABLE LAW

The contracting parties agree that Singapore law shall apply to all legal disputes arising from this contract.



# 11. DURATION & TERMINATION THE CONTRACT / USER ACCOUNT AND BLOCKING

# 11.1 Termination and contract / user account duration:

The user account is created and the contract is concluded for an indefinite period. Termination is possible for both parties at any time.

# 11.2 Early termination for good cause:

The contract can be terminated early with immediate effect for good cause. Such good cause exists in particular in the following cases:

- if the user's driving license is revoked by authorities;
- if the user is in arrears with payment for at least 6 weeks despite a reminder under threat of early termination with a grace period of 14 days;
- in the case of serious violations of the Provisions of these General Terms and Conditions that
  make it unreasonable for sharetoo to maintain the contractual relationship for the duration of
  the ordinary notice period (including Tariff and Cost Regulations)
- In the event of early termination for good cause, the user ID will be blocked with immediate effect. In this case, sharetoo can demand the immediate return of the vehicle.

#### 11.3 Blocking

sharetoo is entitled to block the user ID or the user account for a period of three years for important reasons. These include:

- Failure to comply with the prescribed driving license holding period of at least one year.
- Revocation of driving licence
- Late payment and outstanding claims
- Causing damage by the user
- Fraud (attempted) and suspicion of false identity of the user
- Soiling the vehicle (food scraps, smoke or cigarette butts, traces of drug abuse, e-cigarettes, vaping, animal hair, etc.)
- Overdue rent
- Insults and verbal abuse towards sharetoo employees
- Inappropriate driving manoeuvres, speeding, strong Acceleration, braking, cornering and operation of the vehicle.

### 12. SET-OFF OF CLAIMS OF THE USER

The user expressly waives any right to offset claims against sharetoo arising from this contract.

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However, this does not apply in the event of sharetoo's insolvency or with regard to counterclaims that are

legally related to the user's liability, that have been established by a court or recognized by sharetoo.

13. ON-BOARD UNIT

Each sharetoo vehicle has a telematics and on-board unit installed, which enables the transmission of the

GPS time stamp and GPS position, consumption or charge level, course, outside temperature, hazard lights

and windshield wipers. The GPS time stamp and GPS position are collected when necessary to operate the

car sharing software (display of available sharetoo vehicles in the user's area, navigation to the respective

vehicle, ensuring that the user is close enough to the vehicle to start the rental, calculating the journey time

and kilometres driven and checking that the vehicle is returned properly) and to bill the respective user

units.

In addition, a smoke, damage and harsh driving detection device is installed in the vehicles, which enables

the measurement of inappropriate driving manoeuvres, speeding, strong acceleration, braking manoeuvres,

cornering and drifting. Furthermore, damage to the vehicle is detected and it is determined whether the

user or passenger is violating the smoking ban.

14. CONTACTS & COMPLAINTS

14.1 Contact:

If you have any questions or suggestions regarding sharetoo services, you could contact us at

sharetoo@vw.com.sg or at the sharetoo Whatsapp at +65 8798 9384. If you need any roadside

assistance, you could contact 24-hour Roadside Assistance hotline at +65 6333 8800.

14.2 Complaints:

The following complaint offices are available in connection with services provided by sharetoo or

Volkswagen Group Singapore Pte Ltd:

Volkswagen Group Singapore Pte Ltd

247 Alexandra Road, Singapore 159934

Email: sharetoo@vw.com.sg



# TARIFF AND COST REGULATIONS OF SHARETOO CARSHARING

operated by Volkswagen Group Singapore Pte Ltd (hereinafter referred to as »sharetoo«)

We at sharetoo want to offer you a pleasant mobility experience. With clean, punctually returned and fully charged vehicles, all members can enjoy mobility that is in tune with the times. In the interests of the community, we have set the following tariff and cost structure.

# 1. Delay, Cancellation and Return

Item	Description	Costs (incl. GST)
1.1 Late return	If the vehicle returned late without immediate report to sharetoo	
	First 5 minutes	SGD 15
	More than 30 minutes	SGD 50
1.2 Fuel below 25% (quarter) tank	Return of combustion engine vehicle with a minimum fuel requirement of less than 25%	SGD 150
1.3 Return an electric car without start charging process	Return an electric car without start charging process (if a charging station is available at the return location)	SGD 50
1.4 Return an electric car with a charge level of < 25%	Return of an electric car with a charge level of <25% (even in the event if a charging station at return location is not available)	SGD 50
1.5 Cancellation of a booking	More than 24 hours before the start of the booking	SGD 20
	Between 12 – 24 hours before the start of the booking	SGD 30
	Within 1 hours before the start of the booking	SGD 40
1.6 Return to the wrong location	If the vehicle is not available at the agreed pick-up location / parking lot	SGD 200
1.7 Failure to end trip	If the user neglects to End Trip and the company must End Trip on behalf of the user	SGD 50



# 2. Loss or Damage to Vehicle and Accessories

Item	Description	Costs (incl. GST)
2.1 Loss / Damage to the car dashcam or dashcam accessories	Costs of replacing dashcam or dashcam accessories	SGD 500
2.2 Loss / Damage to tyre / rim	Costs of replacing tyre or rim	SGD 700
2.3 Loss / Damage to OBU (On-Board Unit)	Costs of replacing OBU (On-Board Unit)	SGD 800
2.4 Loss / Damage to floor mats	Cost of replacing floor mats	SGD 300
2.5 Loss / Damage to boot cover	Cost of replacing boot cover	SGD 300
2.6 Loss / Damage of fuel card / charging card / parking card / chip / car key	Blocking and replacing the refuelling card / charging card / parking card / chip / car key	SGD 100
2.7 Loss / Damage of vehicle key from theft or through carelessness	Costs of replacing a new vehicle key	SGD 500
2.8 Loss / Damage of vehicle documents from theft or through carelessness	Costs of replacing new vehicle documents	SGD 200
2.9 Deductible in damage case per vehicle	The amount of the deductible, which depends on the vehicle, will be shown to you when you book the vehicle	Depend on severity

# 3. Traffic fines, Processing Fees, Special Cleaning

Item	Description	Costs (incl. GST)
3.1 Processing fee of Anonymous orders /	Processing fee for official information on Anonymous orders / Traffic fines / Toll	SGD 20
Traffic fines / Toll fee	fee	



3.2 Processing fee for claims	Processing fee for the administration of damage case	All accidents will attract an administrative fee of SGD 300. For all failure to report damage cases, SGD 200 will be incurred for the investigation work needed to identify the user.
3.3 Special cleaning	In case of excessive contamination / odour impairment / animal hair or animal transport	SGD 100
3.4 Smoking in the vehicle	Special cleaning after smoking in the vehicle	SGD 200
3.5 Misuse of services	Applies to the management of misuse of sharetoo's vehicle, fuel or property. Administrative effort is needed to investigate, process and verify the responsible party involved.	SGD 500 per incident

# 4. Miscellaneous

Item	Description	Costs (incl. GST)
4.1 Failed payment	If the deposited payment method (e.g. credit card) from the user was revoked or rejected	SGD 20+
4.2 Contractual penalty (driving license)	For driving the vehicle without a valid driving license	SGD 800
4.3 Transfer of vehicle to unauthorized persons	Granting an unauthorized third party (anyone other than the registered user) to drive the vehicle during the rental period	SGD 500
4.4 Prohibited trips abroad	Applies if the user is found to  Trips abroad that are not approved by sharetoo	SGD 1,000
4.5 Unauthorized disclosure and/or distribution of the access medium	In the event of unauthorized disclosure of the access medium (sharetoo access/login data)	SGD 200

We wish you a pleasant journey with sharetoo car sharing!