

# **TERMS AND CONDITIONS OF UNiRIDE CAR-SHARING**

## **MEMBERSHIP SUBSCRIPTION**

### **General**

By you applying to become a Member of UNiRIDE Car-Sharing Program (“the Program”), you are deemed have accepted, submit, comply and be bound by this Terms and Conditions and its terms will be enforceable against you at all material time.

### **Definition**

**Applicant:** A person who has applied to become the member of the Program, the application is pending for approval

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

**UNiRIDE Card:** The Membership card which allows the Member to access to UNiRIDE EEVs;

**University ID Card:**

**UNiRIDE Station:** specific areas and/or locations in the respective University established by CMS for UNiRIDE EEV pick up and drop off;

**UNiRIDE Call Centre:** the hotline contact number which the Member’s *must* call to alert and get assistance on technical difficulties, damages or accidents or incident of emergency involving UNiRIDE EEV or miscellaneous matters pertaining to Members’ service needs. UNiRIDE Call Centre contact no. is **+6019-3033272**.

**Rental or Reservation:** The time period the Member reserved UNiRIDE EEV, enters into UNiRIDE EEV, UNiRIDE EEV remain in the Member’s possession until the end of the booking time or until he/she logged out;

**Member or You:** Any person who signed up with the Program via the on-line portal and granted with a UNiRIDE or University ID Card. Registering as a Member makes you part of the Program's community. Only one card is allocated for each Member;

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

**Vehicle or UNiRIDE EEV:** Any vehicle offered under the Program for the Members to use under the Program.

## 1. **MEMBERSHIP**

### **Eligibility**

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

- 18 years old & above;
- possess identification card or passport;
- valid student or employee of the University;
- 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 in your name with sufficient credit or account balance; OR
  - an active MolWallet/Kashcard (E-Wallet account)\*; please register your own E-wallet at [www.molpay.com](http://www.molpay.com)

*\*to be launched at a later date*

### **Application process**

Your application as a Member is made via UNiRIDE mobile apps that are available in Google Play and Apple App Store. During the application process you are required to submit personal information on yourself, inclusive with your identification card or passport and 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. Once the membership is confirmed, you can collect the membership card at UNiRIDE command center for activation purposes.

*\*In case of student card, activation required at the call center.*

## **Membership Fee**

A Membership Fee as outlined in Schedule is applicable to the Applicant covering the registration processing, Membership and issuance of UNiRIDE Card. Payment of the Membership Fee will be made on-line by credit card, debit card or \*E-Wallet at your preference. Upon confirmation of the registration process via email, the UNiRIDE Card can be collected at the identified UNiRIDE command center located in your university for activation purposes.

Your credit card, debit card or \*E-Wallet account's information will be kept by UNiRIDE for Rental Charges payment and surety of your compliance during Rental of UNiRIDE EEV. As a Member, you shall agree for UNiRIDE to credit your credit card account, or make deduction from your debit card/\*E-Wallet account for payment of Rental or Violation Charges.

*\*to be launched at a later date*

## **UNiRIDE Card**

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

## **Taxes\***

*You agree that all rates and fees chargeable to UNiRIDE services 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 (*Probation and International Driver's license are also accepted*). If your driver's license is suspended, withdrawn, or expires, for whatever reason, your right-to-drive expires immediately. You are required to notify CMS immediately through UNiRIDE Call Centre of any suspension, expiration or withdrawal of your license that would result in you no longer meeting the Membership criteria.

### **Suspension**

CMS reserves the right to suspend your Membership arising from non-payment or repeated violations of this Terms and Conditions. During the period of suspension, you are barred from Reservation thus preventing you from accessing UNiRIDE EEV.

You will be given access to the Rental after all outstanding payments are fully paid and together with the payment of the respective fees (as specified in Section 5: Violations).

### **Termination**

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

- under the influence of any intoxicating substance including but not limited to alcohol, marijuana, prescription pills while driving UNiRIDE EEV;
- recorded 2 times speeding tickets during Rental over a period of two (2) years;
- participation in any form of race events, or competing with other vehicles, off-road activities;
- 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;

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

#### *Consequences of termination*

You will be no longer be entitled to gain the benefit and entitlement as a Member. You shall immediately return or dispose the Membership Card in the manner which we will instruct as deem fit. The Membership Fee shall not be reimbursed.

## **2. RESERVATION**

Reservation can be made via online through UNiRIDE mobile application on your device by logging in using your Member's email address and password. Locate a UNiRIDE station and select the pickup and drop-off date and time for your reservation. Bookings starts from 1 year 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 4 slots or 60 minutes. You may select to pickup and drop-off UNiRIDE EEV at any time provided within UNiRIDE official car sharing operation hours

## **Rental Charges**

### *Rate Plan*

Rental of UNiRIDE EEV will be subject to the rates of UNiRIDE EEV usage in the Schedule.

### *Payment*

Charges shall be applicable for each use of UNiRIDE EEV (Charges) to be credited into your credit card account, debited from your debit card and \*E-Wallet account. Any unpaid amount will immediately results in suspension of the Member's account until the outstanding sum is remitted in full.

*\*to be launched at a later date*

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 CMS not in control. CMS shall not be held liable for any inaccuracy or unsuccessful transactions and you shall keep UNiRIDE indemnified and be responsible for all charges transacted through your account.

## **Altering a Reservation**

### *Extending a Reservation*

Extension of Reservation can be done through UNiRIDE apps any time before the usage time is over. Extensions will not incur additional charges. Standard rate applies to the extended usage time. Extension will only be successful if there are no successive booking in the designated UNiRIDE station and/or UNiRIDE EEV.

### *Cancellation a Reservation*

Cancellation is currently not supported by our system. If you had failed to pick up the UNiRIDE EEV at the Reservation time, full Rental Charge shall be chargeable. We strongly advise you to plan timing of your journey well ahead to avoid any inconvenience. Should members would like to appeal for cancellation, members are advisable to call UNiRIDE call center. However, approval of cancellation is subjected to CMS' discretion, which such instances, a penalty and administrative fees shall be imposed and payable.

## **3. USING UNiRIDE EEV**

At the time of Reservation, go to the designated UNiRIDE location where the reserved UNiRIDE EEV is parked. On arrival, please observe the following steps:

- Perform the "Trip 360"\*;
- Scan UNiRIDE Card or University ID Card on the card reader located on the lower driver's-side windshield;
- enter your PIN Code on the HMI device and answer the questions shown on the device therein,
- The car key is located at the designated area in the car
- Step on the brake pedal and start the ignition as usual.
- 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 UNiRIDE EEV reserved to you. Take a 360 degree safety and damage check and report any problems via the UNiRIDE Call Centre. CMS occasionally conducts random damage inspections. We urge you to observe the procedure as if damage detected on the UNiRIDE EEV, the last user/Member of the damaged UNiRIDE EEV shall be assumed have caused the damage unless CMS is informed in advance*

**Trip Distance**

UNiRIDE supplies energy efficient vehicle (Perodua Axia) for car sharing usage within participating University campuses to supplement their personal driving needs. UNiRIDE EEV has an estimated range about 350km with full tank RON 95 petrol. You are responsible to inspect and guesstimate the sufficient range to the destination and the return trip. All UNiRIDE vehicle will provided with full tank of fuel upon starting of reservation. Thus it is required for members to return the vehicle with full tank of fuel as well upon ending a reservation.

**Parking during Rental**

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 UNiRIDE EEV before leaving.

**Roadside Assistance**

Should there be a problem with UNiRIDE EEV, please park the Vehicle at a safe place, turn off the UNiRIDE EEV and call UNiRIDE Call Centre. The Roadside Assistance is covered by our insurance, however any damages derive from negligent acts or irregular actions please refer to Schedule under Claims and Damages.

## **4. RETURNING A UNiRIDE EEV**

There are two type of trips that you are able to choose;

- Round trip- pick up and return vehicle at the same UNiRIDE station within the same university as per your reservation.
- One-way trip- pick up from one UNiRIDE station at a university and return to other UNiRIDE station at either same or other university as per your reservation.

It is the responsibility of you as the Member, to return UNiRIDE EEV:

- to the designated UNiRIDE Station indicated during Reservation;
- place the UNiRIDE EEV properly inside the parking space, apply handbrake, and turn off the engine. Answer the questions that are shown on the HMI device;
- Exit car, remove all personal belongings and lock by scanning your UNiRIDE Card or University ID Card on the reader on the lower driver's side of the windshield.

### **Handling a UNiRIDE EEV**

We recommended to drive UNiRIDE EEV 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 fuel faster.

As a UNiRIDE Member, it is your obligation to leave the Vehicle in equal or better condition during pick up to be passed to the next UNiRIDE 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 UNiRIDE EEV;
- lock all doors;
- report any mess or damages to the UNiRIDE Call Centre.

Non-compliance to the above will constitute as an act of Violations.



## 5. VIOLATIONS

### Charges for Violations

For improper or violation on use of UNiRIDE, the fees will be charged on you based on the type of improper use or violations as stipulated in the Schedule. By subscribing UNiRIDE membership, it is deemed that you have agreed for CMS to charge your payment cards or \*E-wallet accounts.

In cases involving road traffic offenses, the Member during the period of Rental shall be accountable to pay for the fine and /or summon issued by the authorities in the manner above.

*\*to be launched at a later date*

## 6. PROMOTIONS & SPECIAL RATE

The promotions may come together with special rates to selected UNiRIDE members. The coupon code will be issued accordingly. The redemption for each coupon code is for the next booking and only valid within a definitive period. It is the responsibility of the Members to redeem their coupon code within the said validity period. CMS shall not be responsible should the coupon code is not used within the validity period.

Any promotions made is subject to change at CMS's sole discretion. CMS reserves the rights to make any amendments or terminate any UNiRIDE-related promotions without notice.

## 7. POLICIES

### Proprietary items

*UNiRIDE Card.*

UNiRIDE Card is the property of UNiRIDE and must be returned, disposed 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 UNiRIDE EEV is property of UNiRIDE. You are liable for loss, missing, defect of the equipment and tools arising from use or Rental, the consequences resulting in immediate suspension, termination of UNiRIDE Membership and the cost of UNiRIDE EEV 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 driving.

By all means, you shall never use UNiRIDE EEV for:

- Distracted driving (whether using your phone or other medium of communication or technology) while driving UNiRIDE EEV
- Violation of road traffic rules and regulations while driving UNiRIDE EEV or otherwise;
- driven on roads that are in poor conditions, not regularly and properly maintained. Only drive on paved roads - no off-roading!
- driven by a non-UNiRIDE Member, under any circumstances.

These acts are **PROHIBITED** during usage of UNiRIDE EEV:-

- i) Smoking
- ii) Eating and drinking
- iii) Inappropriate behavior
- iv) Driving under the influence of drugs and/or alcohol

## **Damage to UNiRIDE EEV**

### General

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

### During UNiRIDE EEV pick up

Upon your arrival at UNiRIDE Station, you are advised to inspect on the physical condition of the UNiRIDE EEV, internal and external. If you noticed the Vehicle is defaced, messy or damaged in any way, please call the UNiRIDE 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 UNiRIDE EEV during your possession, whether stationary or mobile. Should you damaged UNiRIDE EEV 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 UNiRIDE 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 UNiRIDE EEV during Rental, including compliances to the terms of this Terms and Conditions. Every passenger in the UNiRIDE EEV 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 inside UNiRIDE EEV at any given time.

## **8. Confidentiality**

You shall maintain in confidence all information and data relating to UNiRIDE, 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 CMS (whether orally or in writing and

whether before, on or after the date of this Terms and Conditions) or which are otherwise directly or indirectly acquired by you from CMS, 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. CMS shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third- party.

CMS does not endorse any applications or sites linked through our website and marketing collaterals, and in no event shall CMS, 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.

CMS may rely on third party advertising and marketing via telecommunication mediums and other mechanisms. By agreeing to this Terms and 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 CMS, 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, CMS partners, advertisers and/or sponsors, or

- (c) your violation or breach of any of this Terms and 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 CMS.

## **11. Disclaimer of Warranties**

CMS 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. CMS 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 UNIRIDE. 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. UNIRIDE 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 CMS.

## **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. UNIRIDE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **13. Limitation of Liability**

ANY CLAIMS AGAINST CMS 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 CMS 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). CMS, 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 UNIRIDE AND/OR ITS LICENSORS HAVE BEEN PREEVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CMS 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 CMS FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDERS, ADVERTISERS AND/OR SPONSORS. CMS WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS, ADVERTISERS AND/OR SPONSORS. UNIRIDE 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 CMS 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**

CMS may give notice by means of a general notice on the its website, electronic mail to your email address in the records of CMS, or by written communication sent by ordinary mail or pre-paid post to your address in the record of CMS. 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 CMS (such notice

shall be deemed given when received by CMS) by letter sent by courier or registered mail to CMS using the contact details as provided in the UNiRIDE website.

## **15. Assignment**

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

## **16. General**

This Terms and Conditions shall be governed under the laws of Malaysia, 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 and Conditions or the Service shall be subject to the exclusive jurisdiction of the courts of Malaysia to which you hereby agree to submit to.

No joint venture, partnership, employment, or agency relationship exists between you, CMS or any third party provider as a result of this Terms and Conditions or use of the UNiRIDE services. If any provision of the Terms and 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 CMS to enforce any right or provision in this Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CMS in writing. This Terms and Conditions comprises the entire Terms and Conditions between you and CMS 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 CMS 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 and Conditions. For the avoidance of doubt, the termination of this Terms and Conditions shall not require CMS to compensate, reimburse or cover any cost incurred by you.



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

## SCHEDULE UNIRIDE RATES & FEES TABLE

No	Items	Payment Method	Unit	Rates/Fees (RM)	Remarks
1	Membership Fee	Credit Card/Debit Card/E-Wallet Pay upon registration	Per Year	20.00	For student and staff. However we may introduce different rates for promotional purposes
2	Usage Rate				
			<b>Rental Duration</b>	<b>Total Charges (RM)</b>	
2.1	By Hour	Credit Card/Debit Card/E-Wallet Pay upon end of usage	1 hour	11.00	Fuel is not included. UNIRIDE EEV is provided with a full tank fuel and member MUST return with full tank as well. Otherwise, UNIRIDE to estimate total of fuel used and charged at actual fuel market price with RM15 of administration cost
			2 hour	22.00	
			3 hour	24.00	
			4 hour	31.00	
			5 hour	38.00	
			6 hour	45.00	
			7 hour	48.50	
			8 hour	52.00	
			9 hour	55.00	
			10 hour	58.50	
			11 hour	62.00	
			12 hour	65.00	
			13 hour	67.50	
			14 hour	70.00	
			15 hour	72.50	
			16 hour	75.00	
			<b>Rental Duration</b>	<b>Per day (RM)</b>	
2.2	By Day	Credit Card/Debit Card/E-Wallet Pay upon booking	Per 1 day rental	90.00	Fuel is not included. UNIRIDE EEV is provided with a full tank fuel and member MUST return with full tank as well. Otherwise, UNIRIDE to estimate total of fuel used and charged at actual fuel market price with RM15 of administration cost
			Per 2 days rental	87.00	
			Per 3 days rental	84.00	
			Per 4 days rental	81.00	
			Per 5 days rental	78.00	
			Per 6 days rental	75.00	
			Per 7 days rental	72.00	
3	Penalty				
3.1	Late return for hourly rental	Credit Card/Debit Card/E-Wallet Pay upon end of usage	First 15 minutes	2.75	<u>Penalty Charges Calculation</u> Example: Late 3 days return for daily rental; 3 days= 1 daily rate + 2 doubled daily rates= RM 90 + (RM 180 x 2) = RM 450  Late 8 hours for hourly rental; 8 hours= 32 blocks = 1 normal block + 31 doubled blocks= RM 2.75 + (RM 5.50 x 31)= RM 173.25
			Subsequent 15 minutes	5.50	
			First 24 hours	90.00	
			Subsequent days	180.00	
3.2	Return car at outside designated parking areas	Credit Card/Debit Card/E-Wallet Pay upon end of usage	Per occurrence	15.00	
3.3	No show	Credit Card upon end of reservation time	Per occurrence	As per actual booking fee	
3.4	Replacement of membership card	Credit Card upon request	Per occurrence	10.00	
3.5	Loss of accessories/items (OBS, car key, fuel card, floor map, Radio etc)	Charge direct to user Credit card upon manual key-in by admin	Per occurrence	Actual as per OEM price list + Administrative cost	
3.6	Excessive cleaning, unsecured/unlocked car	Credit Card/Debit Card/E-Wallet Payable prior to next booking	Per occurrence	50.00	
3.7	Damages Claim	Credit Card/Debit Card/E-Wallet Payable prior to next booking	Per occurrence	Actual repair cost or insurance excess fee	

\*All the above rates are excluding GST

**Explanatory notes.**

● **Late UNiRIDE EEV Return Fee (Item 3.1)** - If the vehicle is returned after the reservation has ended. Member is required to call the UNiRIDE Call Centre in the event of expected delay

- Hourly- RM2.75 for the first 15 minutes, RM5.50 for subsequent 15 minutes of late return.
- Daily- RM90 for the first 24 hours, RM180 for subsequent 24 hours of late return.

● **Drop off Outside of Designated Parking Area (Item 3.2)** - If the Member returns the UNiRIDE EEV not at the designated UNiRIDE Station, The Member may also be billed for associated vehicle recovery fees (ie. towing, parking tickets, retrieval fee, etc.)

● **No-Show Charge (Item 3.3)** – Member will be charged the full booked amount upon booking confirmation regardless of whether or not the service is used.

● **Card Replacement Fee (Item 3.4)** - If the Member loses the UNiRIDE Card and replacement is needed.

● **Cleaning Fee (Item 3.6)** - 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 3.6)** - If the Member fails to lock UNiRIDE EEV with UNiRIDE Card and close all windows fully upon return of the vehicle at the end of the Reservation period.