

TREVO TERMS OF SERVICE

PART A – GENERAL TERMS

1. ABOUT US

- 1.1 Company details.** Future Mobility Solutions Sdn Bhd (Company No.: 201901010667 (1319995-W)) (“Trevo”, “we”, “us” or “our”) is a company registered in Malaysia.
- 1.2 Trevo.** We operate a peer-to-peer car-sharing platform that connects individual owners and fleet owners of vehicles with individuals who intend to use and access the vehicles, namely Trevo (the “Platform”). We have been granted a “Proof of Concept” by the Ministry of Transport Malaysia which allows us to operate the peer-to-peer car sharing platform in Malaysia. In addition, Trevo is also an insurance agency registered with the General Insurance Association of Malaysia (“PIAM”), where Trevo promotes the sale of insurance products and services of our licensed insurance partners on the Platform. The Platform can be accessed through our website via <https://trevo.my>, or through the Trevo mobile application, available through the Google Play Store, the Apple App Store or the Huawei App Gallery.
- 1.3 Services.** The Platform, the Trevo website, the Trevo mobile application, the content, features, functionality, accessory and complementary services made available to the Users (as defined below) on the Platform, Trevo website, and the Trevo mobile application, shall be collectively referred to as the “Services”.
- 1.4 Contacting us.** For any inquiries, requests, or complaints, you can reach our customer service team through our live chat available in the Trevo mobile application or by emailing help@trevo.my. The process for providing formal notice to us of any matter under the Terms is set out in **paragraph 18** of these Terms of Service.
- 1.5 Contacting you.** You agree that we may at times contact you via your provided telephone number through text message, messenger apps, pre-recorded messages calls, calls, or via your provided email.

2. OUR CONTRACT WITH YOU

- 2.1 Terms.** These Terms of Service, the Privacy Policy (as defined below), and other applicable terms, guidelines and policies regulating the usage for certain services or certain promotions or campaigns released by us from time to time, shall collectively be referred to as the “**Terms**”. The Terms set out the rights, obligations, restrictions, and other necessary matters between the Users and Trevo in the course of the access, provision and use of the Services.
- 2.2 Agreement.** By accessing the Platform or using the Services, you signify that you have read, understood and agree to comply with and be legally bound by the Terms, which shall be a valid and enforceable agreement under law between you and Trevo. If you do not agree to any of the Terms, you should not continue using the Platform and the Services.
- 2.3 Entire agreement.** The Terms shall be the entire agreement between you and Trevo in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty from Trevo that is not explicitly set out in the Terms.
- 2.4 Modification.** We may modify the Services, or amend the Terms, from time to time in our sole discretion, and so you should review this page periodically. If there are any material changes, we

will notify you of such material changes to the Services and/or the Terms via announcements on the Trevo website, the Trevo mobile application, or by sending you an email to your registered email address. Continued access or use of the Services after any such changes shall be deemed as your consent to be bound by the amended Terms and the modified Services. If you do not agree to any of the amended Terms and/or the modified Services, you should not use or access (or continue to use or access) the Services.

3. PERSONAL DATA & PRIVACY

3.1 Personal Data. The security of your personal data and your privacy is important to us. Kindly read and understand our Privacy Policy before providing us with your Personal Data (as defined below). If you do not agree with our Privacy Policy, kindly refrain from using the Services and accessing the Platform.

4. DEFINITIONS

4.1 The capitalized words in the Terms shall have the meaning set out below:

Terms	Meaning
Access Fees	Means the fees for Trips set by Hosts or Trevo, as the case may be, and collected by Trevo on behalf of the Hosts.
Account	Means the Trevo account which a User signs up for in order to be registered as a Host or a Guest and to access the full functionality of the Services.
Affiliates	Means related companies, officers, directors, employees, and agents.
Booking	Means the reservation of a Vehicle by a Guest for a pre-determined period, that is pending approval by the Host, or in the case of Instant Booking Vehicles, the reservations which have successfully been made.
Business Days	Means any day other than a Saturday, Sunday or a gazetted public holiday in Kuala Lumpur or Selangor Darul Ehsan, Malaysia.
Charges	Means the fees and charges for the use of the Services, details of which are provided in paragraph 7 and Annex 1-A of this Terms of Service.
Commercial Host	Means any professional car rental company with valid licenses, approvals and/or permits issued by the relevant authority that has listed its Vehicles on the Platform and has entered into a Commercial Host Agreement with Trevo.
Commercial Host Agreement	Means a commercial host agreement entered into between Trevo and a Commercial Host.

Common Wallet	Means a closed loop digital wallet managed by Trevo that stores Credits issued by Trevo and such Credits may be used to pay for any of the Services.
Credit	Means a credit worth Ringgit Malaysia One (RM1.00) issued by Trevo in exchange of Ringgit Malaysia One (RM1.00) paid by the Users to Trevo.
Dasher	Means a person who has a valid account registered and maintained through the DASH application or the website (which can be accessed at https://www.dashnow.my/en) that enables the applicant to become a Dasher, whose service can be utilised by the Users to seek assistance with the collection and delivery of the Vehicles..
Designated Location	Means the location, as determined by the Host, where the Vehicle shall be collected and/or returned at the beginning and at the end of the Trip.
Excess	Means the amount payable by a Guest, according to the SCDW (as defined herein) subscribed by the Guest, as provided in the Trevo mobile application tabulated in Annex 1-E of these Terms of Service towards the overall cost of an accidental damage claim caused to a Vehicle during a Trip.
Guest	Means a User who is authorised to pay for the Access Fees and operate the Vehicles listed on the Platform, subject to meeting the eligibility criteria as set out under paragraph 24.1(a) of these Terms of Service.
Host	Means a User who is authorised to list Vehicles for sharing on the Platform as set out under paragraph 21.1(a) , and where relevant, includes Commercial Hosts.
Instant Booking Vehicle	Means Vehicles which Hosts have opted for automatic approval leading to instant matching of vehicle whenever a booking is made by a Guest.
Marketplace Fees	Means the fees payable to Trevo by the Hosts for booked Trips through the Platform. Organic Hosts have the option to select among three (3) Trevo Shield plans which will determine the amount of Marketplace Fees to be paid to Trevo. Further details of the plans are stipulated in Annexure 1-B
Organic Host	Means a Host that is not a Commercial Host.
P2P Insurer	Means Allianz General Insurance Company (Malaysia) Berhad or Etiqa General Insurance Berhad which is licensed by Bank Negara Malaysia to provide Insurance Coverage for Organic Hosts.

Personal Data	Shall have the meaning ascribed to it in the Personal Data Protection Act 2010 of Malaysia.
Pre-Authorisation Amount	Intentionally deleted
Privacy Policy	Means Trevo's privacy policy which is accessible at https://trevo.my/privacy-policy .
SCDW	Means Super Collision Damage Waiver, that is compulsory for Guests to subscribe to through Trevo's mobile application in order to limit their financial liability from any accidental damage caused to a Vehicle during a Trip.
Surplus Charge	The amount that the Organic Hosts are liable to pay to Trevo in the event of an Insurance claim approved by the P2P Insurer owing to an accident, damage or loss caused to the Vehicle during the Trip. The Surplus Charge amount will be based on the Organic Host's selected earning and protection plan.
Trevo Guard	Means the service on the Trevo mobile application where Organic Hosts can renew their private motor insurance policy. The private motor insurance policy is provided by the P2P Insurer.
Trevo Shield	<p>Means a combination of comprehensive coverage and protection that comprises of the core Peer-2-Peer (P2P) insurance product made available by the P2P Insurer for Organic Hosts and the protection and benefits provided by Trevo in relation to the Services. Trevo Shield is an 'add on' benefit in addition to the Organic Host's existing private motor insurance policy ("Base Policy") provided that the Base Policy is acquired from the P2P Insurer.</p> <p>By migrating the Base Policy to P2P Insurer through Trevo Guard, which is a mandatory requirement as stipulated in paragraph 5.1(a)(viii) of these Terms of Service, Organic Hosts consent to the additional protection and benefits offered by Trevo to the Organic Hosts in the form of Trevo Shield. Details of Trevo Shield are further stipulated in Annex 2 of these Terms of Service.</p>
Trip	Means Bookings that have been accepted by the Host, i.e. the reservation to access and use a Vehicle by the Guest for a pre-determined period, or, in the case of Instant Booking Vehicles, Bookings that have been successfully made by a Guest.

User(s)	Means collectively, the a Guests, a the Hosts, and or any users of the Services whether with an Account or not, or collectively the Guests, the Hosts and any users of the Services whether with an Account or not.
User-Generated Content	Means photographs of you and your Vehicle(s), reviews, feedback, and descriptions of you, your Vehicle or your Trip, or other content that are posted, uploaded, published, submitted or transmitted through the Platform.
Vehicle	Means the vehicles that have been approved by Trevo to be listed on the Platform through the Trevo mobile application.
Vehicle Eligibility Requirements	Has the meaning assigned to it in paragraph 5.1 of these Terms of Service.

5. ELIGIBILITY CRITERIA

5.1 Vehicle Eligibility Requirements

- (a) A vehicle can only be listed on the Platform through the Trevo mobile application if the vehicle:
- (i) is duly registered, or have sharing rights assigned to the Host;
 - (ii) is registered for use on public roads in Malaysia;
 - (iii) is adequately maintained for safe use;
 - (iv) is not subject to any unaddressed safety recalls;
 - (v) is not partially and/or fully wrapped in any vinyl wrapping (i.e vehicle wrap film);
 - (vi) is not beyond economic repair (BER) according to the vehicle insurance quotation;
 - (vii) in the case of:
 - (A) a Vehicle that is deemed a “classic car”, the Vehicle can be listed with the necessary certifications and with prior inspection carried out to the satisfaction of Trevo; and
 - (B) all other Vehicles, no more than 10 years old (from first date of registration); and
 - (viii) is insured with the P2P Insurer through Trevo Guard.

Notwithstanding the foregoing, in the event the renewal of the Organic Host’s Base Policy is not immediately due, its migration to the P2P Insurer should execute in the following Base Renewal Policy renewal or within three (3) months from the effective date of the Vehicle’s listing on the Platform (whichever earlier) (“Grace Period”).

(collectively, the “**Vehicle Eligibility Requirement**”).

5.2 Trevo’s Discretion. The authorisation of or the approval of Vehicles to be listed on the Platform, are made at the sole and absolute discretion of Trevo. The eligibility criteria in this **paragraph 5** may be changed by us at any time for any reason at our sole discretion. Trevo does not guarantee, and does not make any warranties or representations, and does not endorse the safety or roadworthiness of the Vehicles, or the ability of any Guest to operate the Vehicles safely and competently. Please refer to **paragraph 16** for further information on our excluded liability.

5.3 Complete and Updated Information. When applying for and creating an Account, you must provide accurate and complete information and keep such information updated and accurate. You agree to update your details in your Account regularly when there are changes to the information to your Account.

5.4 Account Security

- (a) You are solely responsible for all activities that occur on your Account and you must keep the login details of your Account secure, and prevent unauthorised access to your Account.
- (b) You will be solely responsible for all the use of your Account, and any acts or omissions arising from your Account, whether such acts or omissions are authorised by you.
- (c) You are not allowed to share your Account with anyone else. In the event you share your Account with any other individual(s), you shall be held liable for any losses including theft or damage to the Vehicle caused by those individuals.
- (d) If you are aware of theft and/or unauthorised use of your Account, you shall immediately notify us and follow our instructions to secure your Account. Trevo shall not be responsible or liable for any losses caused by any unauthorised use of your Account.

6. OBLIGATIONS OF ALL USERS

6.1 Obligations. You shall use the Services in accordance with the Terms and all applicable laws and regulations. Furthermore, in the course of using the Services, you shall not, nor advocate, encourage, request, or assist any third party to:

- (a) commit or encourage a criminal offence or the breach of any laws in any jurisdiction;
- (b) engage in activities or to submit any User-Generated Content that solicits personal information for unlawful or unauthorised purposes;
- (c) transmit or distribute a virus, trojan, worm, logic bomb, keystroke logger or spyware, or any other material which is malicious, harmful, in breach of confidence, in breach of personal data protection laws in any jurisdiction, or in any way which is offensive or obscene;
- (d) use the Services in any manner that could damage, disable, overburden or impair any servers, networks, or interfere with any other party’s access and use of the Services;
- (e) attempt to gain unauthorised access to the Services, other Users’ Accounts, computer systems or networks, or information not intentionally made available on or through the Services, through hacking, password mining or any other means;

- (f) interfere with the proper operational integrity of the Services or any other activities conducted on the Services;
- (g) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services;
- (h) license, sub-license, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available any part of the Services to any unauthorised third-party in any way;
- (i) link to, mirror, or frame any portion of the Services;
- (j) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services;
- (k) decompile, reverse engineer, or disassemble the Services;
- (l) corrupt, mine or steal any data from the Services or third-party services that supports the Services;
- (m) harass, intimidate or cause annoyance in any manner whatsoever;
- (n) infringe upon the rights of any other person's proprietary rights;
- (o) send any unsolicited advertising or promotional material, e.g. spam;
- (p) send and/or transmit any information or material including User-Generated Content which, in our sole opinion, is morally objectionable, false, menacing, or patently offensive in character with intent to annoy, abuse, threaten or harass any person;
- (q) contravene any third-party website terms;
- (r) harm or tarnish the reputation of Trevo;
- (s) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, conducting fraud, or hiding or attempting to hide your identity;
- (t) fail to honour any commitments or obligations required under the Terms, including, but not limited to, the availability or delivery of any booked Vehicle by Hosts, and the payment of fees or return of Vehicle by Guests;
- (u) use the Services to find a Vehicle or Guest, and then complete a transaction partially or wholly independent of the Services, in order to circumvent the obligation to pay any fees related to the provision of the Services or for any other reasons;
- (v) deceptively or fraudulently making false or artificial Bookings or Trips, including where no actual usage of the Vehicle was made by the Guest during the purported period of the Trip, whether to capitalise on any Trevo promotions or otherwise; and
- (w) do or omit to do anything with the intention to sidestep, evade or circumvent any of Trevo's intended feature or function of the Services.

6.2 Your Default. If our ability to provide the Services is prevented or delayed by any failure by you to fulfil any obligation listed in **paragraphs 6, 22 and 25** of this Terms of Service ("**Your Default**"):

- (a) we may suspend performance of the Services (including to withhold or suspend any payments required to be made by us to you), suspend or terminate your Account, until you remedy Your Default, and rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services;
- (b) we will not be responsible for any costs or losses that you may sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs, expenses or losses that we may sustain or incur arising directly or indirectly from Your Default.

7. CHARGES

7.1 Types and rates of Charges. In consideration of us providing the Services, Users shall pay our Charges in accordance with this **paragraph 7 of these** Terms of Service. The Charges for using our Services are set out in **Annex 1-A** of these Terms of Service.

7.2 Earning. Hosts will receive the Access Fees for any Trips that are completed and verified by Trevo minus any Charges (if applicable) and the deductions for the Marketplace Fees (according to the Trevo Shield protection plan selected by the Organic Host), details of which are set out in Annex 1-B of these Terms of Service.

7.3 Intentionally Deleted

7.4 You authorise Trevo to:

- (a) store your payment credentials, and to use the same to pay for any Charges specified in **paragraph 7** of these Terms of Service;
- (b) charge any applicable Charges on your credit card, debit card or Common Wallet without further notification to you; and
- (c) report information to credit bureaus in the event there are late payments, missed payments, defaults or delinquencies on your Account.

7.5 Incidental charges. You understand and agree that, in addition to the amount due, defaulting or delinquent Accounts will be charged for costs that are incidental to the collection of defaulting or delinquent Accounts including, but not limited to, late payment interests, collection fees, convenience fees, and/or other third-party charges to be determined by Trevo.

7.6 Reimbursements. You understand and agree that all parking fees (parking-related fines and penalties included) and toll charges, shall be borne by you. For the avoidance of doubt, you shall reimburse Trevo all parking fees (parking-related fines and penalties included) and toll charges incurred by the delivery service providers in the course of performing the Services to the you.

7.7 Communications. You agree that all communication in relation to late payments, missed payments, defaults, or delinquencies in respect of your Account may be made by e-mail or the Trevo mobile

application. Such communication may be made by Trevo or by anyone on its behalf, including but not limited to an appointed service provider.

7.8 Accuracy of Charges during Checkout. We take reasonable care to ensure that the Charges stated in the checkout page are correct at the time when the relevant information was entered into the system.

7.9 Changes in Charges. The Charges may be amended, modified or changed by Trevo from time to time, but changes will not affect any Bookings or Trips you have already placed.

7.10 Tax.

(a) Service Tax or any other applicable government tax ("**Applicable Tax**") shall be payable on the Marketplace Fees and Trevo has the right to deduct the Applicable Tax prior to paying the balance amount to the Host.

(b) Where applicable, all other Charges shall be exclusive of Applicable Tax. Where Applicable Tax is payable in respect of some or all of the Services, Users must pay us such additional amounts in respect of the Applicable Tax, at the applicable rate, at the same time you pay the Charges.

7.11 Suspension of Account due to outstanding. If there is any outstanding sum that you are owing to us, your Account will be suspended and you will not be able to make any Bookings until you have fully settled the outstanding sum.

8. CANCELLATIONS

8.1 Guest Cancellation

(a) A Guest may cancel their Booking or Trip through the mobile application.

(b) A Guest can cancel the Booking or Trip without incurring Charges if the Booking or Trip is cancelled at least 24 hours prior to the commencement of the Booking or Trip.

(c) If Guests cancel in less than 24 hours prior to the commencement of the Booking or Trip, or fail to collect the Vehicle as agreed, Guests shall be subject to cancellation Charges as set out in **Annex 1-A** of these Terms of Service.

8.2 Host Cancellation

(a) If Hosts intend to cancel a Trip, the Hosts must notify the Guests as soon as possible.

(b) If the Hosts cancel the Trip, Guests will receive a full refund of the Booking Fee.

(c) Organic Hosts will be subject to cancellation Charges if they cancel a Trip as set out in **Annex 1-A** of these Terms of Service.

(d) Commercial Hosts will be subject to cancellation Charges in accordance with the Commercial Host Agreement.

(e) Hosts who repeatedly cancel Trips may be subject to additional penalties, including:

(i) de-listing of the Host's Vehicle(s) on Trevo;

- (ii) suspension of the Host's Account; and
- (iii) termination of the Host's Account.

8.3 Trevo Cancellation

- (a) Trevo may cancel any Trip at our sole discretion, for any reason as we may deem necessary.
- (b) In the event a Trip is cancelled by Trevo, the Guests will receive a full refund, and the Hosts will not be charged.
- (c) Trevo shall not be liable to the Guests or the Hosts except as set out in **paragraph 8.3(b)** of these Terms of Service.

9. LATE RETURN

9.1 Late Return Charges. Guests shall return the Vehicles on time, in accordance with the agreed duration of the Trip. Guests who fail to return the Vehicles in a timely manner will be charged in accordance with **Annex 1-A** of these Terms of Service.

9.2 Late Return Report. In the event the Hosts are informed of a late return of the Vehicle, Hosts shall make a report to Trevo of such late return within one (1) hour from the time the Trip was scheduled to complete. Hosts are also required to report to Trevo as soon as the Vehicle is returned to the Hosts. The Trip is deemed completed only upon Trevo's receipt of the Vehicle return report from the Hosts in the event of a late return of a Vehicle.

9.3 Extension of Trips

(a) For **Guests**

- (i) Guests shall request for an extension of the Trip through the Trevo mobile application, subject to acceptance of the Host and payment of relevant Charges and the SCDW subscription fees for the extended duration of the Trip.
- (ii) In the event the request for extension of a Trip is rejected by the Host, the Guests shall return the Vehicle at the agreed time and place as indicated in the Trevo mobile application.
- (i) For the avoidance of doubt, the type of SCDW subscription initially selected for the Trip through the Trevo mobile application is fixed and shall apply to the extended duration of the Trip.

(b) For **Hosts**

- (i) Hosts shall have the right to accept or reject any request for an extension of Trip made by Guests through the Trevo mobile application.

10. PAYMENT THROUGH THE TREVO MOBILE APPLICATION

10.1 Intentionally deleted

10.2 Trip Payment through the Trevo Mobile Application only

- (a) Unless otherwise advised by Trevo, all payments and transactions in respect of the Services shall be made strictly through the Trevo mobile application, and any requests to make or receive payment otherwise than through the Platform shall not be entertained.
- (b) If you breach **paragraph (a)** above, we reserve the right to:
 - (i) send you a written warning;
 - (ii) suspend your Account pending compliance with our requests;
 - (iii) remove your Vehicle from the listing;
 - (iv) terminate your Account;
 - (v) charge a fine;
 - (vi) other actions that are legally available to us; and
 - (vii) deny for any reimbursement and claims.

11. REVIEW

11.1 Trevo allows Hosts and Guests to leave reviews of their experience with the Platform, or their experience with Hosts or Guests on the Trevo mobile application. Hosts and Guests may leave a review at the end of a Trip.

11.2 Reviews shall be courteous and fair, and shall:

- (a) not contain vulgar language or profanity;
- (b) not contain personal data;
- (c) be true to the fullest extent of the User's knowledge;
- (d) be not objectionable in the sole discretion of Trevo; and
- (e) not be marketing material.

11.3 We may remove any reviews that in our sole opinion do not comply with **paragraph 11.2** of these Terms of Service.

12. INTELLECTUAL PROPERTY

12.1 Trevo Intellectual Property

- (a) We are the owner (or the authorised licensee, where third party services or applications are used) of all Intellectual Property (as defined below) in the Services, including the images of Vehicles.
- (b) We grant Users a non-exclusive, non-transferable, revocable license to access and use the Services. This license is revocable upon breach of the Terms by Users or upon termination of Account.
- (c) For the purposes of **paragraph 12** of these Terms of Service, “Intellectual Property” includes copyright and all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, logos, layouts, source codes, workflows and features, data and databases, confidential information, know how, trade secrets and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

12.2 Intentionally Deleted

12.3 Content License. Subject to your compliance with the provisions of the Terms, Trevø grants you a limited, revocable, non-sublicensable, non-exclusive, non-transferable license, to access and view any Trevø and/or User-Generated Content to which you are permitted to access, solely for your personal and non-commercial purposes. You shall not sub-license the licensed rights granted in this **paragraph 12.3** of these Terms of Service. No licenses or rights are granted to you by implication or otherwise under any Intellectual Property rights owned or controlled by Trevø or its licensors, except for the licenses and rights expressly granted in these Terms.

12.4 User Content. We may, in our sole discretion, allow you to upload User-Generated Content. By making any content available on the Trevø mobile application or through the Services, you grant Trevø a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, by means of, or to promote or market the Platform or the Services. Trevø does not claim any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

12.5 Access to Content. Trevø is not obligated to, but reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content and/or User-Generated Content that Trevø, at its sole discretion, considers to be objectionable for any reason, in violation of the Terms, or otherwise harmful to the Services or our community.

13. THIRD-PARTY SERVICE FEATURES AND MARKETING AND PROMOTIONAL CAMPAIGNS

13.1 Third-Party Service Features. The Services may interoperate with and/or utilise third-party services features. Any third-party code or feature that is available in the Services may be covered by an open source or third-party end user license agreement authorising use of such code, for which you agree to observe the terms and agreements set by such third parties.

13.2 Cease of provision. If a third-party feature provider ceases to provide that feature, we may opt for another third-party to provide similar features. However, if we, after taking reasonable measures to do so, are unable to find an alternative third-party provider, or if it is not commercially or technically feasible to engage an alternative third-party provider, we reserve the right to no longer make available the affected feature without any liability to us.

- 13.3 Marketing and Promotional Campaigns.** From time to time, Trevo may run marketing and promotional campaigns which offer voucher codes, discounts, rebates or other promotional offers to Users (“**Vouchers**”). Vouchers are subject to validity periods, redemption periods, limits and/or availability. Vouchers may not be valid when used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to Vouchers. Unless otherwise stated, Vouchers can only be used on on the Trevo mobile application. Vouchers are non-transferable, non-exchangeable and non-refundable and cannot be exchanged for cash. Trevo reserves the right to withdraw, amend and/or alter any part of the terms and conditions of the Vouchers, promotions and subscriptions at any time without any prior notice. Trevo reserves the right to void, discontinue or disqualify any user from any promotion or subscription plan without prior notice to any user, in the event a user breaches any part of the Terms.
- 13.4** In addition to our website, from time to time we may post messages, special deals, pictures, news, stories, or other information on social media platforms which we maintain an account, including but not limited to Facebook®, Twitter®, Instagram®, TikTok®, Whatsapp and LinkedIn® (“**Social Media Platforms**”). We are not responsible for the privacy or security policies or practices of the Social Media Platforms and any of the third-party websites that our website and/or the Social Media Platforms may link to. Users should review the privacy and security practices of all such Social Media Platforms and third-party websites.
- 13.5** Users hereby acknowledge and agree that if they tag us in any posts posted by them on any social media platforms managed by themselves, such as pictures, information, opinions, complaints, or any personal information (“**Material**”), such posts will become public. This means that anyone can see the Material. By tagging us on these social media platforms, Users automatically and irrevocably grant and assign to us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to any and all rights in the Material, including the User’s consent to allow us to reproduce, publish and/or share the Material.
- 13.6** Users shall be solely responsible for the Material and consequences of submitting and publishing the Material.
- 13.7** Users agree not to submit Material that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, dangerous, threatening, misleading, contain nudity or sexual content, contain personal data, or posts that be construed as constituting harassment and cyber bullying or that could endanger a person, or posts that Trevo, in its sole and absolute discretion, deems is not suitable for publishing on the Social Media Platforms.
- 13.8** We reserve the right to remove, delete, and/or hide any Material submitted by Users on the Social Media Platforms at our sole discretion.

14. SERVICES IN MALAYSIA ONLY

- 14.1** The Services are only made available in Malaysia.

15. TERMINATION

- 15.1 Termination for Convenience.** You may discontinue your use of the Services at any time or remove any Vehicle listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release you from any obligations you incurred prior to the termination and Trevo may retain and continue to use any information, including but not

limited to any photography and any User-Generated Content previously provided by you. Termination of the Terms will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Terms and/or any Charges due, and all of those terms will survive any termination of the Terms.

15.2 Mandatory Termination. We reserve the right to terminate or suspend your Account or the use of the Services by you without prior notice or cause, in our sole discretion, or for any reasons including, but not limited to:

- (a) your conduct being detrimental to our business interests;
- (b) your breach of any applicable laws or regulations;
- (c) your breach of any third-party rights;
- (d) your breach of any provision(s) in the Terms; and
- (e) such other basis as we may deem fit.

15.3 Consequence of Termination. In the event of a termination under **paragraph 15.1 or 15.2** of these Terms of Service, the Users shall remain liable for any Charges which are payable in accordance with **paragraph 7** of these Terms of Service prior to termination and if any amount is required to be paid by Trevo to you, we reserve the right to set-off any amount owing to us before paying any balance to you thereafter and you agree to forfeit any amounts which is required to be paid by Trevo to you.

16. LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH

16.1 Liability. We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Terms for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

16.2 No guarantee for Vehicles. We do not make any representations about, confirm, or endorse the safety or roadworthiness of any Vehicles. It is the sole responsibility of Hosts to confirm that the Vehicle complies with the Vehicle Eligibility Requirements.

- 16.3 No guarantee on Insurance Claims.** We do not guarantee that any claims on insurance by the Hosts (whether from the P2P Insurer, Trevo Shield or the Commercial Hosts' own insurance coverage) arising from any loss or damage from a Trip will be successful.
- 16.4 Indemnity.** To the fullest extent permitted under the laws of Malaysia, you agree to release, defend, indemnify, and hold Trevo and its Affiliates, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal fees, arising directly or indirectly from:
- (a) your breach of the Terms;
 - (b) your User-Generated Content;
 - (c) your interaction with other Users;
 - (d) your Bookings, Trips or Vehicle listings; and
 - (e) your use of the Vehicles or the use of Vehicles by the Guests.
- 16.5 Disclaimer.** Trevo provides peer-to-peer car-sharing platform. Trevo does not itself provide Vehicle sharing or Vehicle rental services and/or insurance services and is not responsible for any of the acts or omissions of any of the Users of the Platform, the manufacturer of the Vehicle, the Hosts of the Vehicle, or any third-party service providers (e.g. in-vehicle GPS or other systems). **The Services are provided "as is", without warranty of any kind, either express or implied. To the full extent permitted by law, Trevo and all its Affiliates explicitly disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement, and any warranties arising out of course of dealing or usage of trade.** Trevo and its Affiliates makes no warranty regarding the quality of any listings, Vehicles, Hosts, Guests, Users, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Platform. No advice or information, whether oral or written, obtained from Trevo or its service providers or through the Services or content, will create any warranty not expressly made herein. Trevo and its Affiliates shall not be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses that result from the use of, or inability to use the Services. Under no circumstances will Trevo and its Affiliates be responsible for any damage, loss or injury resulting from hacking, tampering, or other unauthorised access or use of the Service or your Account or any information contained therein. Without limiting the generality of the foregoing, to the maximum extent permitted by law, Trevo and its Affiliates assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury, loss of life or property damage of any nature whatsoever resulting from your access to or use of our Service and/or arising from a Trip; (iii) any unauthorised access to or use of our servers, and/or any and all personal information stored therein; (iv) any interruption or cessation or transmission to or from the service (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third parties (vi) any errors or omissions in any content or for any loss or damage incurred as a result of any User-Generated Content (vii) any damage, theft, criminal breach of trust, total loss of the Vehicles and/or (viii) any User-Generated Content or the defamatory, offensive, objectionable or illegal conduct of any third party.
- 16.6 Exclusion of Liability for Bookings and Trips made outside the Trevo mobile application.** Trevo and its Affiliates assume no liability or responsibility whatsoever for any arrangements (including but not limited to any bookings or trips) which are made between the Users outside of the

Trevo mobile application or where such Bookings or Trips are made on the Trevo mobile application but subsequently extended outside of the Trevo mobile application.

- 16.7 Maximum Claim amount.** In no event shall Trevo and its Affiliates be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs exceed the aggregate amount paid by the Users to Trevo and its Affiliates in the preceding twelve-month period (if any) prior to the event giving rise to a claim.
- 16.8 Time limit on raising a complaint.** You agree that any complaints arising out of, or related to the Services must be brought to our attention within one (1) month after the incident leading to the complaint arose. Otherwise, you are deemed to be satisfied with all the Services that you have enjoyed and you will not be able to raise any complaints in respect of those incidents anymore.
- 16.9 Survival. Paragraph 16** of these Terms of Service will survive termination of the Terms.

17. CONFIDENTIALITY

- 17.1** We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by **paragraph 17.2** of these Terms of Service.
- 17.2** We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Terms. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this **paragraph 17** of these Terms of Service; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3** Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Terms.

18. COMMUNICATIONS BETWEEN US

- 18.1** When we refer to "in writing" in these Terms, this includes email and via live chat through the Trevo mobile application.
- 18.2** Any notice or other communication given by one of us to the other under or in connection with the Terms must be in writing and be delivered personally, sent by pre-paid post or other next Business Day delivery service, or email.
- 18.3** A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt;
 - (b) if sent by pre-paid post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at 9.00 am the next Business Day after transmission.

18.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

18.5 The provisions of this **paragraph 18.3(c)** of these Terms of Service will not apply to the service of any proceedings or other documents in any legal action.

19. DEVICES AND THE MOBILE APPLICATION

19.1 For the purposes of paragraph 19 of these Terms of Service, a “Device” is the mobile phone, tablet, or personal computer on which the Trevo mobile application is downloaded and used.

19.2 You shall be responsible and liable for the use of the Trevo mobile application on any Device, whether or not the Device is owned by you.

19.3 We do not warrant that the Trevo mobile application will be compatible with your Device.

19.4 To access the full functionality of the Trevo mobile application and the Services, you may be requested to grant certain permissions to the Trevo mobile application (e.g. access to the Device location or gallery).

19.5 We suggest that you “white-list” the Trevo mobile application to allow the mobile application to operate in its full capacity.

19.6 We grant you a non-exclusive, non-transferable, revocable license to access, download, and use a copy of the Trevo mobile application. Trevo and our third-party licensors or vendors retain all right, title, and interest in and to the Trevo mobile application and any copy of the same.

19.7 The Services require a stable connection to the internet and availability of mobile data or Wi-Fi to be fully functional. We are not responsible for any reduced or non-accessibility to the Services resulting from poor internet connection or lack of mobile data on the Device.

19.8 We may release new versions and updates to the Trevo mobile application from time to time. You consent to such automatic updating of the Trevo mobile application on the Device, and that Trevo will not be liable for any loss of data, delays, or downtime due to such updates.

19.9 If automatic updating of the Trevo mobile application does not work, you shall be responsible for updating the Trevo mobile application manually to the latest versions.

19.10 Depending on the update, the Services may not be accessible (or fully accessible) until the latest version of the Trevo mobile application is downloaded or updated and any new terms are accepted.

19.11 Nothing in the Terms shall give you or any other person any right to access or use the source code or constitute any license of the source code.

20. GENERAL

20.1 No Agency. Trevo does not appoint you or any other User as its employee, mandatory and legal agent, or form any kind of legal partnership or joint venture. You are not authorised to make any commitments on behalf of Trevo except as contemplated under the Services or as expressly stated in the Terms.

20.2 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Terms to another entity without your prior agreement.
- (b) You may only assign or transfer your rights or your obligations under the Terms to another person or entity with our prior agreement in writing.

20.3 Waiver. If we do not insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

20.4 Severance. Each paragraph of the Terms of service operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the invalidity of any such provision shall not affect the validity of the remaining provisions of the Terms of Service and the remaining paragraphs of these Terms of Service will remain in full force and effect.

20.5 Governing law and jurisdiction. The Terms are governed by the laws of Malaysia and we each irrevocably agree to submit all disputes arising out of or in connection with the Terms to the exclusive jurisdiction of the courts of Malaysia.

PART B – TERMS APPLICABLE TO HOSTS

21. ELIGIBILITY

21.1 Host Eligibility

- (a) A User shall first register for an Account AND be authorised by Trevo as a Host before a User can list Vehicles on the Platform through the Trevo mobile application. To be authorised as a Host, a User shall:
- (i) be 21 years old and above;
 - (ii) have signed up for an Account by providing a valid email address and creating a password, or, if and when available, by connecting through an existing Facebook or social network service account as may be made available by Trevo at its sole discretion from time to time;
 - (iii) provide Trevo with accurate, complete, and up to date information about the Host and the Vehicle, including, but not limited to:
 - (A) scanned or digital copies of his NRIC and/or passport;
 - (B) valid bank account details (where the account holder name should be the same as the registered company or user);
 - (C) valid road tax issued by JPJ;
 - (D) registration title of the Vehicle;
 - (E) valid Vehicle insurance policy from the P2P Insurer or Organic Host's Base Policy (subject to paragraph 5.1(a)(viii) of these Terms of Service) and cover note; and
 - (F) proof of the Vehicle's most recent inspection/servicing,in each case to the satisfaction of Trevo; and
 - (iv) authorise Trevo to conduct any relevant background check and verification based on the information provided by the Host, whether by Trevo or through a third-party.

21.2 The authorisation of Hosts are made at the sole and absolute discretion of Trevo. The eligibility criteria in this **paragraph 21** of these Terms of Service may be changed by us at any time for any reason at our sole discretion. Trevo does not guarantee and does not make any warranties or representations as to the Hosts. Please refer to **paragraph 16** of these Terms of Service for further information on our excluded liability.

22. OBLIGATIONS OF HOSTS

22.1 Listing

- (a) Hosts shall identify the Vehicle that will be listed on Trevo.
- (b) Hosts represent and warrant that the Vehicle shall satisfy and continue to satisfy the Vehicle Eligibility Requirements.
- (c) The Vehicle listing shall not contain any false or misleading information, statements, or representations and shall not contain any material omissions.

22.2 It is compulsory for listed Vehicle's Base Policy to be acquired by the P2P Insurer through Trevo Guard. If the renewal period is not immediately due, its migration to the P2P Insurer should execute in the following Base Policy renewal or within three (3) months from the effective date of Vehicle's listing (whichever earlier) ("Grace Period"). Organic Hosts understand and agree that in no event shall Trevo and its Affiliates be liable to them for any claims, proceedings, liabilities, obligations, damages, losses or costs the exceed fifty (50) percent of the aggregate amount paid by them to Trevo in the preceding twelve-month period (if any) prior to the event giving rise to a claim during the Grace Period. In the event Organic Hosts' fail to migrate to the P2P Insurer through Trevo Guard immediately upon expiry of the Grace Period, Trevo reserves the right to de-list the Vehicle() from the Platform without prior notice. Trevo excludes its liability for any claim, damage, loss or expense which the Organic Hosts may incur or sustain as a result of de-listing their Vehicle on the Platform.

22.3 Availability. Once a Trip is booked, Hosts must make the Vehicle available or deliver the Vehicle to the Designated Location as agreed with the Guest.

22.4 Qualification. In order to qualify for claims under Trevo Shield, where applicable Hosts must verify that the Guest has a valid and current driver's license (Malaysian or International) before Hosts release their Vehicle to the Guest.

22.5 Obligations of Hosts.

- (a) All Hosts shall not offer or list any Vehicle that may not be shared for purposes of generating income pursuant to the terms and conditions of an agreement with a third party, including, but not limited to a lease or financing agreement; and
- (b) All Hosts shall not make any false or misleading Vehicle listings.
- (c) All Hosts shall verify the identity of Guests or the Dasher prior to handing over the Vehicle to the Guest or the Dasher (as the case may be). Hosts shall have the right to reject handing over the Vehicle to any other individual other than the Guest or the approved Dasher and Hosts shall immediately report the same to Trevo.
- (d) Organic Hosts shall ensure that the acceptance rate of Bookings for each Vehicle listed by Hosts on the Platform shall not fall below 80% over a period of 3 consecutive months, failing which Trevo reserves the rights to take actions deemed necessary as per the Trevo's Host suspension policy.

22.6 Vehicle Availability. All Hosts shall ensure to adhere to the minimum Vehicle availability requirements for Vehicles on the Platform. In order to be eligible for Trevo Shield, Organic Hosts shall make the Vehicles available for access by Guests for a required minimum of days as depicted

in **Annex 1-D**. Failing to meet this minimum requirement over a 3 month period may result in the removal of the Vehicle from listing from the platform.

22.7 Charges

- (a) **Access Fees.** Hosts will have the ability to set and revise the Vehicle's Access Fees & pricing in accordance with a range set by Trevo from time to time.
- (b) **Payment.** Trevo will pay Hosts the Access Fees minus Trevo's Marketplace Fees and any Applicable Tax to the Host's designated bank account. Pay-out of the Access Fee will only be processed after the Trip and the Vehicle key returned to the Host. Payment will be made every Friday (or the following Business Day) based on batches. Trips completed within Monday to Sunday will be considered as one batch and payment processing for each batch will take approximately 7 to 14 Business Days. Please note that the payment can take up to 1 Business Day to be processed by the Host's selected bank and received in the Host's designated bank account.
- (c) **Deduction and Set-Off.** To the extent any money is owed by the Hosts to Trevo for the Charges listed in **paragraph 7** of these Terms of Service or any other reasons, Trevo reserves the right to deduct or set-off such amounts from our payment to the Hosts.
- (d) **Taxation**
 - (i) Earning made by the Hosts through Host's use of the Services may be taxable.
 - (ii) We are unable to provide tax advice or assistance, and Hosts shall be solely responsible for all of the Host's obligations under the taxation authorities.
- (e) **Withholding of Payments**

We reserve the right at our sole discretion to suspend or withhold any payments in the event we have reason to believe that Hosts are in breach of any of the Host's obligations under the Terms, pending further investigation of the matter.

22.8 Maintenance

- (a) Hosts shall ensure that their Vehicle is in safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements at all times. Hosts shall properly schedule and record maintenance of the Vehicle using the applicable manufacturer's maintenance schedule as a guide.
- (b) Hosts shall ensure that Hosts Vehicle shall not be subject to any safety recalls or notices, and if yes Hosts shall not list the Vehicle on the Platform unless the Host has responded to the safety recalls or notices and the subject matter of the safety recall or notice has been remedied.

22.9 Damage

- (a) **Physical Damage.**
 - (i) Notwithstanding **paragraph 22.1** of these Terms of Service, it is compulsory for the Vehicle listings to obtain an insurance policy provided by the P2P Insurer through

Trevo Guard. All Commercial Hosts shall maintain their own valid insurance coverage for the Commercial Hosts' Vehicles.

- (ii) In the event of a loss or damage arising from a Trip for which an Organic Host is entitled to make claims, all claims shall be made to the P2P Insurer via Trevo. All claims made shall be subject to the investigation and approval of Trevo and the P2P Insurer. Trevo shall not be held liable for any unsuccessful claim(s). For the avoidance of doubt, Hosts shall not in any event make any claims directly to the Guests.

(b) Damage Exclusions

- (i) Neither Trevo nor the P2P Insurer is responsible for any personal property, including any aftermarket installations and modifications that are taken from the Vehicle or damaged during a Trip. We recommend that Hosts remove all personal properties before making the Vehicle available for Bookings and Trips.
- (ii) In addition, minor cosmetic damages on the Vehicle should be expected as normal wear and tear on the Vehicle.
- (iii) Hosts will not be reimbursed for normal wear and tear arising from ordinary use of Host's Vehicle.
- (iv) Any Trevo Shield coverage provided by P2P Insurer may be voided if Organic Hosts:
 - (A) violate the Terms of Service;
 - (B) violate the terms of the Trevo Shield coverage policy, add-on policy and Trevo Shield coverage policy;
 - (C) fail to verify that the Guest or the Dasher has a valid and current driver's license (Malaysian or International) before Hosts provide the Guest the Vehicle; and/or
 - (D) submit inaccurate information about the Vehicle when listing it on the Platform.
- (v) Trevo may, but shall not be obliged to assist the Organic Hosts in ANY non-P2P insurance claim process. For the avoidance of doubt, Trevo shall not be held liable or responsible for any failure by the Organic Host to make an insurance claim for any damage or loss caused to the Vehicle during the Trip.
- (vi) Trevo strongly recommends that repairs be carried out at Trevo pre-approved panel workshops. However, Trevo acknowledges the Host's right to choose a different repair facility at their own expense.

22.10 Reimbursement

- (a) Hosts may use the reporting issues function ("Reporting Issues Function") available on the owner's account dashboard on the Trevo mobile application, to seek reimbursements for incidentals and/or damages to the Vehicle caused by Guests during a Trip.
- (b) The Reporting Issues Function may be used for:

- (i) Cost of petrol;
- (ii) Excess mileage;
- (iii) Cost of cleaning of Vehicles and smoking violations; and
- (iv) Fines and penalties,

in each case with the proof of receipts and/or photographs as detailed in **Annex 1-A1** of these Terms of Service for Trevo to make an assessment of the issue or damage arising. Trevo reserves its absolute discretion as to any claims for reimbursements requested by the Hosts.

- (c) Notwithstanding **paragraph 16.8** of these Terms of Service, the Hosts shall ensure that all issues and damages shall be reported within 48 hours from the time the Trip is completed, failing which, Trevo reserves the right to decline or reject any claim for reimbursements.
- (d) Trevo may charge a penalty on Hosts for any misuse and abuse of Reporting Issues Function as set out in **Annex 1-A of these** Terms of Service .

22.11 Delivery Service

- (a) Hosts may choose to utilise the delivery services provided by Trevo's delivery partner or any other service provider that Trevo may engage with from time to time to provide this delivery service. The delivery partner shall do the following on behalf of Hosts:
 - (i) **Key Handling.** Handling of the keys to the Vehicle;
 - (ii) **Car Delivery.** Delivery of the Vehicle to a pre-determined location as agreed between the Host and the Guest to hand over the Vehicle;
 - (iii) **Additional Customer Service.** Communicating with Guests on behalf of Hosts, handling of inquiries etc.
 - (iv) **Time.** Delivery services shall be available at the time specified in the Trevo mobile application.
- (b) The Charges for such delivery services will be borne equally between the Host and the Guest based on the Charges set out in **Annex 1-F** of these Terms of Service.
- (c) Trevo does not guarantee the availability, acceptance, or fulfilment of any delivery requests made via its delivery partner. In the event of unavailability, delay, or cancellation (including last-minute cancellations) of the delivery service, the responsibility to coordinate and complete the delivery or collection of the Vehicle shall rest solely with the Host and the Guest. Trevo shall bear no liability whatsoever in relation to any failure in delivery service availability or performance.

22.12 Extras

- (a) **GPS.** Prior to accepting a Booking, Hosts are obligated to ensure that their Vehicle is pre-installed with a satellite-based GPS device ("**Add-On Devices**"). In the event a Vehicle is not pre-installed with such Add-On Devices, the Host may request for provision and/or installation of the Add-On Devices from Trevo, subject to a payment of a refundable deposit

(as provided in **Annex 1-A** of these Terms of Service) and monthly fee payable to Trevo (based on the TREVO Shield opted by the Host, as provided in **Annex 1-B** of these Terms of Service), subject to compliance with the following terms: -

- (i) **Ownership.** The right, title, and interest in and to the Add-On Device(s) installed by Trevo shall be retained by Trevo.
- (ii) **Restrictions.** Hosts shall not sell, give away, transfer, pledge, alter, damage or tamper with any Add-On Device(s) provided and/or installed by Trevo.
- (iii) **Loss or Damage.** Hosts are responsible for the loss of or damage of the pre-installed Add-On Device(s) and/or the Add-On Device(s) provided and/or installed by Trevo.
- (iv) **Usability/ Functionality.** Hosts are responsible to ensure that the Add-On Device(s) are not faulty. In the event an Add-On Device is found to be tampered or not in working condition, the Hosts shall immediately notify Trevo. In no event shall Trevo be liable for any loss, damage, expenses or liability sustained or incurred by the Hosts as a result of a faulty or tampered Add-On Device.

Trevo shall not be liable for any claim, damage, loss (including loss of vehicle) or expense which the Organic Hosts may incur or sustain as a result of the Organic Host's failure to comply with this **paragraph 21.11** of these Terms of Service.

- (b) **Spare key.** The Hosts shall possess a spare key to the Vehicle, failing which all costs and expenses (including but not limited to towing charges) incurred to make a duplicate key and/or unlock the Vehicle (in the event of unforeseeable circumstances) shall be borne solely by the Hosts.

22.12 Hosts' Discretion. Except for Instant Booking Vehicles, it shall be the Hosts' sole discretion to accept or reject a Booking, subject to the obligations of the Hosts detailed in **paragraph 22.5** of these Terms of Service.

22.13 Host Verification Photos. Hosts shall ensure that the photos uploaded to the Platform for this purpose are genuine photos of the state of the Vehicle at the time of the collection or return (as the case may be). Any attempt to present or pass off any other photo (whether of the same Vehicle at a different time or of a different Vehicle all together) other than photographs that are genuine shall be a breach of the Terms.

22.14 Commercial Hosts. Commercial Hosts shall also be subject to the terms and conditions of the Commercial Host Agreement and in the event of any inconsistency between the Terms and the Commercial Host Agreement, the terms of the Commercial Host Agreement shall prevail.

23. INSURANCE FOR HOSTS AND MINOR DAMAGES

23.1 Please refer to **Annex 2** of these Terms of Service for the insurance requirements for Hosts and Vehicles.

23.2 Damages. We may at our discretion directly reimburse Hosts for damages:

- (a) caused by the Guests during a Trip; and
- (b) in the sole opinion of Trevo, does not constitute normal wear and tear on the Vehicle.

23.3 Betterment

If new original parts are used to repair your car and as a result of which your car is in a better condition than it was before the damage, you would be required to contribute to its betterment, a proportion of the costs of such new original parts. Your contribution would be according to the following scale:

Age of your car (Years)	Rate of Betterment
Less than 5	0%
5 and above	30%

To determine the rate of betterment to be applied, the age of your car will be calculated based on when it was originally registered in Malaysia:

1. As a locally assembled car	Date of original registration
2. As a new imported Completely Built Unit (CBU) car	Year of manufacture
3. As an imported second-hand / used / reconditioned car	Year of manufacture

23.4 Inconsistency. If there are any inconsistencies between the description of Trevo Shield in these Terms of Service and those stated in the insurance policy as provided by our P2P Insurer, the P2P Insurer's insurance policy shall prevail.

PART C – TERMS APPLICABLE TO GUESTS

24. ELIGIBILITY

24.1 Guest Eligibility

- (a) A User shall first register an Account AND be authorised by Trevo to be a Guest before the User can access and use the Vehicles listed on the Platform. To be authorised as a Guest, the User shall:
- (i) be 19 years old and above;
 - (ii) possess a valid driving licence (Malaysian (Competent Driving License or International equivalent));
 - (iii) have signed up for an Account by providing a valid email address and creating a password, or connecting through an existing Facebook or social network service account as may be made available by Trevo at its sole discretion from time to time;
 - (iv) provide Trevo with accurate, complete, and up to date information about the Guest, including scanned or digital images of the Guest's NRIC and/or passports or any form of identifying document, driving license, and any other documents as we may request;
 - (v) authorise Trevo to conduct any relevant background check and verification based on the information provided by the Guest, whether by Trevo or through a third-party;
 - (vi) not be suffering from any physical infirmity and/or impairment of vision and hearing, defective vision or hearing, or any other physical or mental conditions which may impair the Guest's ability to operate the Vehicle in a safe and proper manner;
 - (vii) have no major violations or alcohol or drug related incidents in the past; and
 - (viii) such other eligibility criteria that the Hosts may at its sole discretion impose in respect of their Vehicles that are in addition to those criteria set out in this **paragraph 24.1** of these Terms of Service. Any such criteria imposed by a Host and any decisions made thereunder by the Host shall be final.

24.2 The authorisation of or the approval of Guests are made at the sole and absolute discretion of Trevo. The eligibility criteria in this **paragraph 24** of these Terms of Service may be changed by us at any time for any reason at our sole discretion. Trevo does not guarantee, and does not make any warranties or representations, or the ability of any Guest to operate the Vehicles safely and competently. Please refer to **paragraph 16** of these Terms of Service for further information on our excluded liability.

25. OBLIGATIONS OF GUESTS

25.1 Charges. Guests shall pay all Charges when they become due by credit card, debit card, FPX, electronic wallet, the Common Wallet or such other payment methods as may be accepted by Trevo from time to time, as set out in **paragraph 7** of these Terms of Service. Failure to pay any Charges will:

- (a) lead to a declined Booking; and/or

- (b) be deemed as a breach of the Terms.

25.2 Use of the Vehicle

- (a) Vehicles shall not be used for the purposes below:
 - (i) for any illegal or morally objectionable purposes;
 - (ii) in a manner which will or is likely to cause damage to the Vehicle; and
 - (iii) to be driven outside of Malaysia;
- (b) Furthermore, Guests shall:
 - (i) operate Vehicle in a safe and proper manner;
 - (ii) not forge or cover the license plate of the Vehicle;
 - (iii) not operate the Vehicle while under the influence of drugs, alcohol or any other intoxicating substances;
 - (iv) not do any acts that will infringe or jeopardize the Hosts' legal ownership of the Vehicle, including, without limitation, using the Vehicle as collateral, or selling the Vehicle;
 - (v) not to use the Vehicle for any commercial purposes including, without limitation, renting out the Vehicle or any other commercial purpose deemed inappropriate by Trevo;
 - (vi) not use the Vehicle to tow any other vehicles or heavy objects or breach any fair use policies set by the Host; or
 - (vii) not use the Vehicle in any manner that would void the Vehicle's insurance policy.
- (c) **Vehicle collection and return**
 - (i) Guests shall collect the Vehicle from and return the Vehicle to the Designated Location.
 - (ii) If the Vehicle is returned to a location other than a Designated Location, the Guests shall immediately notify us via email help@trevo.my or live chat via the Trevo mobile application. A relocation fee will be charged to the Guest.
 - (iii) If the Vehicle is returned in a location other than a Designated Location, the Guests shall be liable to pay the applicable penalty as stated in **paragraph 7** of these Terms of Service.
 - (iv) When the Vehicle is collected, the Guests shall carefully inspect the Vehicle for any abnormalities or damages, take and upload to the Platform photos of:
 - (A) the exterior and interior of the Vehicle with sufficient detail and clarity to document and indicate any pre-existing damage or abnormalities to the Vehicle;

- (B) the four exterior corners of the Vehicle;
- (C) the fuel meter indicating the existing fuel level and amount of the Vehicle; and
- (D) the existing mileage on the odometer of the Vehicle;

(collectively, the “**Guest Verification Photos**”).

- (v) Guests shall notify Trevo of any pre-existing damage or abnormalities before accepting the Vehicle. Failure to notify us of abnormalities or damages will render the Guests liable for causing any damage discovered on the Vehicle upon return.
- (vi) Except for normal wear and tear from ordinary use, the Guests shall return the Vehicle in its original condition as confirmed at the beginning of the Trip.
- (vii) Guests shall determine the level and amount of fuel at the time the Vehicle is collected and ensure that the amount of fuel is restored to the same level and amount at the Guest’s own cost (unless otherwise required by the Host) at the time the Vehicle is returned to the Host at the end of the Trip. For the avoidance of doubt, this obligation shall apply to bookings made under delivery services. Trevo reserves the right to seek reimbursement from the Guests for the expenses incurred by the delivery service provider to refuel Vehicles returned with low fuel.
- (viii) Upon return of the Vehicle at the Designated Location, Guests shall take the Guest Verification Photos and upload the photos to the Trevo mobile application.
- (ix) Guests shall ensure that the Guest Verification Photos are genuine and undoctored photos of the state of the Vehicle at the time of the collection or return (as the case may be). Any attempt to present or pass off any other photo (whether of the same Vehicle at a different time or of a different Vehicle all together) other than photographs that are genuine shall be a breach of the Terms.

25.3 Obligations of Guests. All Guests shall not:

- (a) fail or be late to pay the Charges or other amounts owed to Trevo or another User;
- (b) return the Vehicles late or improperly; and/or
- (c) allow anyone other than you to drive the Vehicle.

25.4 Repossession

- (a) We may take any lawful actions necessary for the re-acquisition or re-possession of the Vehicle if Guests fail to return the Vehicle at the Designated Location to the Host at the end of the Trip.
- (b) We reserve the right to contact or track the location of Guests who fail to return the Vehicle by whatever means necessary, including via the GPS in the Vehicle (if any), for the purposes of ascertaining the location of the Vehicle. We, or our appointed service provider may also visit the residential or office address of the Guests who fail to return the Vehicle.

(c) We may take other necessary measures such as reporting the Vehicle as stolen to the police if we are unable to reach the Guests and/or when the Guests refuse or fail to return the Vehicle within 2 hours from the end of the Trip, and Trevo, or our Preferred Insurer or any appointed service provider may immediately commence legal action to recover all costs, expenses and losses against the Guest.

25.5 Mileage. The maximum mileage allowed for each Trip is an aggregate of 200km per day, determined on an accumulated basis. The Guest shall have the option to purchase additional mileage based on the package offered in Trevo mobile application.

25.6 Primary Financial Responsibility. Guests are primarily responsible for all liabilities under the Terms with regard to Charges, damage, losses, or other liabilities arising from the use of the Vehicle or any breach of the Terms. However, Guests may fund that primary liability via any personal insurance or any other means available to the Guests as the primary source of funds.

25.7 Commercial Host. A Commercial Host shall provide its own insurance, collision damage waiver to the Guests. The Guests understand that, if the Vehicle selected is listed by a Commercial Host, all insurance coverage will be provided by the Commercial Host and no third-party liability insurance, physical damage protection, and/or roadside assistance will be made available for the Services by Trevo or its Preferred Insurers.

25.8 Intentionally deleted

25.9 Non-collection. Guests who do not collect the Vehicle on the agreed time and at the Designated Location will be subject to Charges depicted in **Annex 1-A** of these Terms of Service.

25.10 Lost Vehicles. If you lose the Vehicle during the Trip, or the Vehicle is stolen during the Trip, or the Vehicle is missing for any reason, you shall immediately notify Trevo and comply with the instructions given by Trevo and the Hosts, including to cooperate with filing a police report within 4 hours after discovering that the Vehicle has gone missing, and cooperate fully with the authorities in all matters related to the investigation. We reserve the right to impose a penalty on you at our sole discretion in the event you do not offer your full cooperation to us in relation to facilitating the making of a police report and the ensuing investigations.

25.11 Delivery Services. In the event delivery services are requested for Trips, the delivery services may be provided by Trevo and the Charges for such delivery services will be borne by the Guest based on the Charges set out in **Annex 1-F** of these Terms of Service.

26. PROTECTION FOR GUESTS

26.1 Intentionally deleted

26.2 Super Collision Damage Waiver

(a) Guests are advised to refer to the SCDW subscription plan shown in the Trevo mobile application at the point of making the Booking. The SCDW **Coverage**

- Damage to the Vehicle's exterior
- Damage to a third-party property
- Vehicle theft

- Accidental damage or loss to the Vehicle
- Loss or damage caused by fire or theft (includes damages caused as a result of an attempted theft)
- Broken windscreen
- Towing services (in the event of an accident, offer of towing charges up to the maximum amount as stated in **Annex 1-E2**, for transporting the Vehicle to the nearest repairer)

but excludes the following:-

- Fuel error
- Lost/damaged keys
- Negligence of the Guests;
- Damage or loss caused by any unauthorised driver(s) of the vehicle
- Damage to the Vehicle's interior
- Any other damage that is not within SDWC coverage.
- Damage due to an act of God

26.3 Applicability of Protection for Guests

Protection for Guests is only applicable to the Guest provided that:

- (a) The Guest shall lodge a police report within 24 hours of the loss, damage or theft of the Vehicle;
- (b) Where applicable, the Guest shall obtain the names, identity card or passport number and addresses of all parties involved, including any witnesses;
- (c) The Guest shall not enter into any settlement relating to the loss, damage and/or theft of the Vehicle without the prior approval of Trevo;
- (d) The Guest shall safeguard the Vehicle and ensure the Vehicle is secured (e.g. only parking in guarded parking lots, not leaving the Vehicle unlocked, not abandoning the Vehicle, not leaving any valuables in the Vehicle);
- (e) The Guest shall promptly notify Trevo of such loss, damage or theft of the Vehicle;
- (f) The Guest shall deliver all correspondence, writs or documents of any kind received by the Guest relating to such accident involving the Vehicle and shall fully cooperate with Trevo in the investigation and defence of any claim, prosecution or suit;
- (g) The Guest shall not send the Vehicle for repair or allow any party to tow the Vehicle without the prior consent of Trevo;
- (h) The Guest shall not abandon the Vehicle while waiting for help to arrive in the event of a breakdown or accident;
- (i) The Guest has not breached any of the Terms; and
- (j) The Guest has not violated any laws or regulations.

26.4 Limit of Protection for Guests

Protection to Guest shall not be applicable if the Vehicle has been driven or operated in any of the circumstances listed below, and the Guest shall be liable to pay Trevo the FULL costs of the damaged or stolen Vehicle and/or part(s) thereof, including but not limited to the replacement, repair, labour, towing and storage costs as well as the Host's loss of use of the Vehicle:

- (a) The Vehicle has been driven or operated negligently or recklessly;
- (b) The Vehicle has been driven or operated in violation of these Terms;
- (c) The Vehicle is driven by someone other than the Guest or the Dasher (as the case may be);
- (d) The Vehicle has been driven or operated in violation of any laws or regulations; and/or
- (e) The Guest intentionally causes damage to the Vehicle.

26.5 Extra Payment

- (i) If the Guest is involved in a traffic accident while operating the Vehicle, and the Guest is deemed at fault following a police investigation or Trevo's internal investigation, Trevo shall have the right to charge the Guest's registered payment card or e-wallet immediately for the full costs of the damage and any applicable penalty as stated in **Annex 1-A** of these Terms of Service.
- (ii) The Guest shall be responsible for any damage or loss of property of Trevo (including any accessories) or any damage or loss of the Guest's personal property during the Trip.
- (iii) If an accident occurs and the damage sustained by the Vehicle is not under this "Protection for Guests", the Guest is responsible for all costs of damage or loss of the Vehicle to Trevo.
- (iv) Notwithstanding an occurrence of a Force Majeure Event, the Guest is still liable to compensate the loss or damage that Trevo may suffer if the loss or damage of the Vehicle occurred during the Trip and the Guest does not cancel his reservation provided that the same is not covered under Protection for Guests.
- (v) The Guest shall be liable for any third-party damage that is not covered under "Protection for Guests".
- (vi) The Guest shall pay for any damage caused to or losing the Vehicle keys.

PART D – TERMS APPLICABLE TO COMMON WALLET**27. DEFINITIONS**

- 27.1** “**Transaction**” means payment for Services and reimbursement by Trevo;
- 27.2** “**Transaction Limit**” means the respective limit listed in **Paragraph 28.3**; and
- 27.3** “**Wallet Limit**” means a maximum balance of 1,500 Credits (equivalent to RM1,500.00) in the Common Wallet at any point of time.

28. COMMON WALLET

- 28.1** To use the Common Wallet, you are required to become a User.
- 28.2** Subject to the Wallet Limit, you may top up your Common Wallet by using your credit card, debit card or any other payment channels authorised by Trevo from time to time. For the avoidance of doubt, you are not allowed to use any payment card that is not registered under your name to top up your Common Wallet. In the event that, you use other person’s payment card to perform the topping up, we have the right to reject the top up and refund the payment to the card holder.
- 28.3** You and/or Trevo may perform any of the Transactions subject to the Wallet Limit and the Transaction Limit listed below:

Daily Transaction Limit	1,500 Credits
Monthly Transaction Limit	5,000 Credits
Annual Transaction Limit	60,000 Credits

- 28.4** In the event of any refunds and/or reimbursements to be made by Trevo, you may opt to receive the refunds and/or reimbursements in the form of Credits deposited directly into your Common Wallet. However, if your Common Wallet has reached its Transaction Limit (whether daily, monthly or annual), any reimbursements to be made by Trevo will only be done by way of crediting your bank account notwithstanding of the option selected by you.
- 28.5** If you intend to use the Credits to pay for any of the Services, you shall ensure that your Common Wallet has sufficient Credits. A booking will be rejected if your Common Wallet does not have sufficient Credits.
- 28.6** Notwithstanding **Paragraph 7.3**, if you use the Credits in your Common Wallet to pay for any Services, the Pre-Authorisation Amount will not be deducted from your Common Wallet.
- 28.7** You will not receive any interest or other earnings on the Credits stored in your Common Wallet.

29. WITHDRAWAL OF CREDITS

- 29.1** All Credits in the Common Wallet cannot be withdrawn or transferred out save and except in the following circumstances only:-
- (A) Subject to **Paragraph 29.3**, the Guest’s Common Wallet is wrongly charged due to any errors or discrepancies;
- (B) The User terminates his Account provided that any amount due to Trevo has been settled in full by the User.

(c) The Account has been blocked or terminated by Trevo.

29.2 Any request to withdraw or transfer out the Credits from a Common Wallet shall be made through the customer service and the amount equivalent to the value of the Credits will be paid into the bank account of the User requesting for such withdrawal or transfer out after 30 Business Days from the date of request. For the avoidance of doubt, the value of the Credits will not be paid into any other third party's account.

29.3 The User is able to view the history of all Transactions and refunds of his Common Wallet. If the User realises any mistake, error or discrepancy in the Transactions and/or refunds, the User must inform the Company through the live chat available in the Trevo mobile application within 7 days from date of the disputed Transactions and/or refunds, failing which, the Transactions and/or refunds shall be deemed valid and accurate, and the User will not be able to make any further complaint in respect of such Transactions and/or refunds. Therefore, Users are advised to check and verify the history on a regular basis.

30. OUR RIGHTS

30.1 We reserve the right not to carry out any Transactions, refund and/or withdrawal or transfer out of the Credits requested by you if we, in our sole opinion, suspect that:-

(A) such request may be fraudulent, illegal or involves any criminal activity;

(B) you have breached any of the terms and conditions of the Terms; and/or

(C) by allowing the request it may compromise the security and integrity of the Common Wallet system and/or the Common Wallet services.

31. OBLIGATIONS OF USERS

31.1 The Common Wallet is made available to the Users at the sole and absolute discretion of Trevo. Users are not allowed to use the Common Wallet and/or the Credits for any commercial use, whether or not for the purposes of gaining any form of profits without Trevo's prior written consent.

31.2 You hereby agree to cooperate fully with us in relation to any financial crime screening that may be required and to assist us in complying with any prevailing laws or regulations in place.

32. INACTIVE COMMON WALLET

32.1 In the event that your Common Wallet is inactive for more than 24 months consecutively, we will deactivate your Common Wallet.

32.2 Upon deactivation of the Common Wallet by Trevo, any Credits balance left in the Common Wallet will be converted to its equivalent amount and lodged with the Registrar of Unclaimed Moneys by Trevo. Users of the deactivated Common Wallet may recover the value of the Credits from the Registrar of Unclaimed Moneys in accordance with the Unclaimed Moneys Act 1965 and Trevo shall not be liable for any losses that may be suffered by the User.

ANNEX 1

A. GUEST AND HOST CHARGES

Guest Charges			
No.	Charges	Rates	Time of Payment
1	Access Fee	In accordance with Vehicle listings made by Hosts.	When Booking is accepted, or, in the case of Instant Booking Vehicles, when Vehicles are Booked.
1A	Processing Fee	In accordance with the amount of claim as stated below: <ul style="list-style-type: none"> a. Any claim amounting to or less than RM300, RM10 will be charged per claim. b. Any claim above RM300, 3% of the claim amount will be charged per claim. 	End of Trip
2	Additional mileage	The maximum mileage allowed on usage is 200km per day, calculated on an accumulated basis. RM1.00 per km is chargeable for non pre-purchased excess usage.	End of Trip
3	Cleaning	For minor cleaning – maximum RM30 For major cleaning – maximum RM100	End of Trip
4	Fuel Replacement	Fuel is not included in Access Fee. Full cost of replacing fuel. Electric Vehicles returned with lower state of charge as when handed over to the Guests or Hosts (as applicable) will be charged at the rate of RM0.18 per km.	Within 48 hours from the end of Trip
5	Guest Cancellation	Cancellation within 24 hours from the agreed time of beginning of Trip – up to 1 day's Access Fees for access of Vehicle.	On point of cancellation.

		For Booking made for the same day: Cancellation within 1 hour from agreed time of beginning of Trip – up to 1 day's Access Fees for access of Vehicle.	
6	Guest No-Show	Guest's failure to show up within one (1) hour from the agreed time of beginning of Trip – up to 1 day's Access Fees for access of Vehicle.	Beginning of Trip
7	Late return of Vehicle	<ul style="list-style-type: none"> • Less than 1 hour of the agreed time of return: No additional charge • 1 hour or longer than 1 hour of the agreed time of return: additional charge of 1 day's Access Fee 	End of Trip
8	Summons and fines	Full cost/amount of summons and fines, including any applicable governmental charges.	End of Trip
9	Tolls	Full cost/amount of toll, including any applicable governmental charges.	End of Trip
10	Administration Fee	RM10, applicable for: Dispatching the Vehicle back to Host and/or communicating any traffic and/or parking violations (summons and fine) to the Member.	End of Trip
11	Towing and Impounding	<p>- No cost charged to the Guest if the breakdown of the Vehicle is not attributable to the Guest's act or omission.</p> <p>- Full cost of the breakdown if breakdown of the Vehicle is caused by the Guest's act or omission.</p> <p>For the avoidance of doubt, Trevo will be the final determining party</p>	End of Trip
12	Service Fee	RM50 (applicable when payment of summons and fine is made on behalf of the Guest).	End of Trip

13	Leaving Vehicle in a Prohibited Area	RM100 penalty (in addition to any summons and fine received, if applicable).	End of Trip
14	Not returning Vehicle	RM100 penalty + Administration Fee + RM2/km in case the distance from the Designated Location is more than 50 km; and Suspension of the Account for a period which Trevo deems fit.	End of Trip
15	Unregistered Additional Driver	RM300 penalty and suspension of the Account for a period which Trevo deems fit.	End of Trip
16	Driving under the Influence of Intoxicants	RM 300 penalty (in addition to any summons and fine received, if applicable) and suspension of the Account for a period which Trevo deems fit.	End of Trip
17	Refusal to give statement or cooperate with the Police or any other relevant authority for investigation purposes in relation to mishap/accident caused by the Guest or Additional Driver	RM300 penalty and suspension of the Account for a period which the Company deems fit.	End of Trip
18	Emergency Roadside Services (“ERS”)	RM100 penalty if arising from the fault (act or omission) of the Guest.	End of Trip
20	Failing to upload photos of any abnormalities or damages to the Vehicle before accepting the Vehicle	RM100 penalty.	End of Trip
21	Failing to upload photos of the Vehicle (4 Sides) prior to starting and upon ending the Trip	RM100 penalty.	End of Trip

22	Abandoning/leaving the Vehicle unattended after an accident/Vehicle breakdown prior to the arrival of Trevo's rescue team	RM300 penalty and suspension of the Account for a period which Trevo deems fit.	End of Trip
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Host Charges		
No.	Charges to Hosts	Rates
1	Failure to report a Guest No-Show	Trevo reserves the right to deduct a portion or the full amount of the Access Fees at its discretion
2	Host Cancellations	Less than 48 hours before start of Trip: 1 day's Access fees For Booking made on the same day: Cancellation within 1 hour from the agreed time of beginning of Trip – up to 1 day's Access Fees for access of Vehicle.
3	Host No-Show	1 Day's Access fees
4	Misrepresentations (falsified or altered documentation regarding the Host, prior damage claims, invalid reimbursements etc)	Minimum of RM100 and reimbursement to Trevo
5	Misreporting Late Guests	RM50
6	Vehicle Misrepresentation (falsified documents regarding the Vehicle, untrue advertisements of features and functionality, invalid/expired registration or license plate information, Vehicle in various states of disrepair etc)	Minimum of RM100 and repayment to Trevo
7	Violation of Cleaning Policy (providing Vehicle that is unclean, dirty)	For lack of cleanliness – up to RM100

8	Lack of Maintenance	RM100 per violation
9	Violation of Reimbursement Tool & Claims Resolutions on the Trevo mobile application	RM200 per violation
10	Abuse of Reporting Issues Function on the Trevo mobile application	RM100
11	Add-On Devices	<ul style="list-style-type: none"> ● GPS: Refundable deposit of RM180.00. Monthly fee of RM 15.00 for devices provided by TREVO

A1. HOST REIMBURSEMENT

No.	Description of request for reimbursement	Proof of Receipts/Photographs to be submitted by the Hosts
1.	Cost of Petrol	Photographs of the odometer showing the fuel indicators of the Vehicle pre-Trip and post-Trip. Any Fuel Reimbursement claims will only be approved with the submission of official receipt/invoice. For the avoidance of doubt, submission of pre-authorized or initial receipts will be rejected.
2.	Excess Mileage	Photographs of the odometer showing the mileage range of the Vehicle pre-Trip and post-Trip. Reimbursement Value: Pre-purchased: 15% Administrative fee Post- booking: 50% administrative fee will be charged upon approved reimbursement
3.	Smoking Violation	Any photographic evidence indicating the Guests have smoked in the Vehicle, including but not limited to the cigarette ashes, cigarette buds and anything of similar nature.
4.	Cleaning Fee	Photographs of the Vehicle before and after the Vehicle was washed and the receipt from the car wash.

No.	Description of request for reimbursement	Proof of Receipts/Photographs to be submitted by the Hosts
5.	Summons and Fines	<p>(a) A copy of the summons and/or fines detailing the date and time of the offense, the penalty amount, the car registration number and any relevant information related to the summons and/or fines; and</p> <p>(b) A copy of the payment receipt of the summons and/or fines.</p>
6.	Tolls	Any receipt(s) of the toll charge which contains details such as date and time of the toll charge and the amount of the toll charge.
7.	Late Return of vehicle	<p>Any documentation indicating the late return of the Vehicles such as photograph(s) with timestamp.</p> <p>Reimbursement Value:</p> <ul style="list-style-type: none"> • Within 2 hours after designated end time: 40% of 1 day's Access Fees • More than 2 hours but within 6 hours after designated end time: 75% of 1 day's Access Fees • More than 6 hours after designated end time: 1 day's Access fees <p>* Access Fee will be subject to Marketplace Fee</p>

B. HOST PROTECTION PLANS (TREVO SHIELD) AND HOST'S EARNING


	Host's Earning	3rd Party Liability	Deductible, (RM)	NCD Protection (one off)	Fire & Theft	Towing & Roadside Assistance	Exterior minor Dent or Damage costs (up to RM1,000)	Compulsory Excess Relief	Free GPS	Loss of Income
Shield 60 (40% Marketplace Fee)	60% of Access Fee	✓	0	✓	✓	✓	✓	✓	✓	✓


Shield 65 (35% Marketplace Fee)	65% of Access Fee	✓	400	X	✓	✓	✓	✓	✓	X
Shield 75 (25% Marketplace Fee)	75% of Access Fee	✓	2000	X	✓	✓	X	✓	X*	X

*subject to a monthly fee of RM15

Continue

	<i>Free Daily P2P Protection</i>	<i>Promo Split</i>	<i>Access to Exclusive Partnerships</i>	<i>Exclusive Access to Supply Consultants</i>
<i>Shield 60 (40% Marketplace Fee)</i>	<i>100% paid by TREVO</i>	<i>100% paid by TREVO</i>	✓	✓
<i>Shield 65 (35% Marketplace Fee)</i>	<i>100% paid by TREVO</i>	<i>100% paid by TREVO</i>	✓	✓
<i>Shield 75 (25% Marketplace Fee)</i>	<i>Host pays RM3 per booking day</i>	<i>Host pays 20% subject to further terms and condition</i>	X	X

 Provided by TREVO

 Underwritten by P2P Insurer

*Please refer to **Annexure 2** for further details

C. INTENTIONALLY DELETED

D. VEHICLE AVAILABILITY

Organic Hosts shall make the Vehicles available for access by Guests for a required minimum of 5 **days** per month.

E. PROTECTION FOR GUESTS

1. SCDW SUBSCRIPTION FEES

Users are advised to refer to the SCDW subscription shown in the Trevo mobile application at the point of making the Booking.

2. DELIVERY SERVICES

Users are advised to refer to the delivery fee shown in the Trevo mobile application at the point of making the Booking.

F. INTENTIONALLY DELETED

ANNEX 2

Insurance

- 1.1 Trevo is not an insurance provider.** You understand that Trevo is not an insurance provider and does not provide insurance to Guests or Hosts. Trevo Shield for Organic Hosts is an array of coverages/protections designed by Trevo, where it comprises the core P2P Insurance protection is provided by the P2P Insurer Trevo as an insurance agency registered with the General Insurance Association of Malaysia (PIAM) merely acts as an insurance agent of our partner insurers who are licensed under Bank Negara Malaysia to provide Organic Hosts with P2P Insurance coverage.
- 1.2 Trevo Shield**
- (a) **Comprehensive coverage.** Trevo Shield is an add-on coverage that will protect Organic Hosts' Vehicle(s) against physical damages (collision and other comprehensive causes), fire and theft, up to the insured value of the Vehicle(s).
 - (b) **Minimum Requirement.** In order for an Organic Host to obtain and maintain the Trevo Shield, the Organic Host shall:
 - (i) have a Base Policy from the P2P Insurer;
 - (ii) ensure that the Base Policy is a comprehensive policy with an 'All driver' inclusion; and
 - (iii) adhere to the minimum Vehicle availability requirements as depicted in paragraph 22.5.
 - (c) **Request for information.** Organic Hosts shall provide to Trevo information regarding its existing own insurance coverage.
 - (d) **Insured value.** The insured value of the Vehicle shall be as determined by the P2P Insurer.
 - (e) **Cost.** The premiums of Trevo Shield shall be fully borne by Trevo. In the event the Organic Host does not wish to list his/her Vehicle on the Platform anymore or the Organic Host has failed to meet the Vehicle availability requirements as stipulated in **paragraph 22.5** of these Terms of Service, the Organic Host shall reimburse Trevo for the premium paid on a prorated basis divided by the remaining months.
 - (f) **Trevo's obligations.** Trevo shall be responsible for handling the insurance claims process on behalf of Organic Hosts, with reasonable assistance provided by the Organic Hosts and subject to the Organic Hosts' compliance of the Terms and the terms and conditions of Trevo Shield. The latter is in accordance with the Base Policy's terms and conditions.
 - (g) **Major Damages & Incidentals.** For post-Trip major damages and incidentals, Trevo will assist/work closely with the P2P Insurer's panel inspectors and police to carry out the necessary investigations.
 - (h) **No Claim Discount (NCD) cover.** In the event the Organic Host claims Trevo Shield for any accident, damage or loss caused by a Guest and the Organic Host's NCD is deducted, Trevo will provide a one-off compensation to the Organic Host to cover the cost of the NCD during the next private motor insurance renewal cycle. This benefit is only available to Organic Hosts who have selected the 'Shield 60.'
 - (i) **Roadside Assistance.** Will be provided by the P2P Insurer as per their policy.

- (j) **Exterior Minor Dent/Damage Cost.** Only applicable for paint, bumper and body (excluding but not limited to- tyres, side mirrors, windscreen, windows, antenna, and any accessories). For the avoidance of doubt, **Minor Dent** means a depression or contouring on a single panel with a measurement of 2 inches or more in diameter. **Minor Scratch** means a measurement of more than 3 linear inches in length. If the external dent/damage does not meet the aforementioned measurement, it will be considered as wear and tear and the Organic Host shall not be compensated. This benefit is only available to Organic Hosts who have selected the 'Shield 60' and 'Shield 65' plan. In the event of any dispute, decision made by Trevo will be final. This coverage is only available to eligible Organic Host one (1) time per insurance term.
- (k) **Claim threshold.** In the event the cost of any damage to the Vehicle (as ascertained by the P2P Insurer's panel workshop) is more than RM2,000, the Organic Host agrees to make a claim from the P2P Insurer to rectify/repair such damage or agrees to bear the cost of repair himself/herself.

1.3 Commercial Hosts.

- (a) Trevo Shield shall not be made available to Commercial Hosts.
- (b) It shall be mandatory for Commercial Hosts to maintain valid insurance coverage for the Commercial Hosts' Vehicles that meets all minimum insurance levels required by law on the Vehicle that is sufficient to cover all relevant risks pertaining to the Trip, in order to be eligible to list the Vehicle on the Platform.
- (c) We may, but are not obligated to, provide reasonable assistance to Commercial Hosts for self-managed claims to the Commercial Hosts' own insurance coverage.

1.4 Inconsistency.

If there are any inconsistencies between the description of Insurance Coverage in the Terms and the insurance policy as provided by our P2P Insurer, the P2P Insurer's insurance policy shall prevail.