

STANDARD TERMS AND CONDITIONS OF FLEXAR

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1 GENERAL TERMS

- 1.1 Please read these Terms and Conditions carefully. By installing the Flexar App (as defined below), accessing and/or using any of the Flexar Services (as defined below), you hereby expressly acknowledge and agree that you have read, reviewed, understood and agreed to be bound by these Terms and Conditions which are applicable to you.
- 1.2 We may amend the terms in the Terms and Conditions, including the attached Schedules, from time to time at our sole discretion. Such amendments are effective once they are posted on the Flexar Website and/or the Flexar App. It is your responsibility to review the Terms and Conditions and other policies, if applicable, regularly. It is your responsibility to review the Terms and Conditions and any other applicable policies regularly to remain informed of any updates.
- 1.3 If you do not accept any such amendments, you must terminate your Membership (as defined below) in accordance with this Terms and Conditions and discontinue accessing and/or using the Flexar Services. For the avoidance of doubt, your sole and exclusive remedy in this event will be to terminate your Membership in accordance with the termination procedures under this Terms and Conditions.
- 1.4 If you have questions regarding this Terms and Conditions, please contact us via the live chat function in the Flexar App or on the Flexar Website.
- 1.5 Your continued use of the Flexar Services or Flexar App after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

2 DEFINITIONS

- 2.1 “**Account**” means the unique registered user profile created through the Flexar App that is associated with your personal information, verification credentials, payment method(s), Membership plan(s), usage history, through which you access, manage, and interact with the Flexar Services. A valid Account is required to apply for and maintain a Membership.
- 2.2 “**Affiliates**” means any entity that directly or indirectly controls BlueSG Pte. Ltd., is controlled by BlueSG Pte. Ltd., or is under common control with BlueSG Pte. Ltd., where “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise, and shall include the successors, assigns, and permitted transferees of any such entity.
- 2.3 “**Activation Date**” means the date on which you have successfully completed all required steps for the creation of a Membership and are granted access to the Flexar Services, as set out in Clause 4 herein.
- 2.4 “**Additional Fees**” means the additional fees payable by you to Flexar including, without limitation, fees arising from violations, acts or omissions or other failures to comply with the Terms and Conditions. The instances and amounts of such Additional Fees are set out in Clause 10 and **Schedule 6** herein.
- 2.5 “**Applicable Laws**” means all applicable laws, statutes, regulations, rules, codes of practice, guidelines, directives, notices and requirements having the force of law, as amended or re-enacted from time to time, in the Republic of Singapore.

- 2.6 “**CDW**” means collision damage waiver, the details of which are set out under **Schedule 7**.
- 2.7 “**Completely Unavailable**” means a situation in which the Flexar Services are entirely inaccessible to Members across all locations in Singapore, due to a complete system outage, service suspension, or other cause attributable to Flexar. For the avoidance of doubt, the unavailability of a Flexar Car or Designated Parking Space or Dedicated Parking Space at a specific location or at a specific time does not constitute Complete Unavailability.
- 2.8 “**Customer Experience Centre**” means Flexar’s 24/7 help centre, accessible via the live chat function via the Flexar App for support, including accident and claim reporting, Membership and billing enquiries via email (as listed on the Flexar Website).
- 2.9 “**Eligibility Criteria**” means the conditions that Members need to fulfill to have an Account and Membership as set out in Clause 3 and **Schedule 1** herein.
- 2.10 “**Dedicated Parking Space**” has its meaning ascribed in Clause 6.
- 2.11 “**Designated Parking Space**” has its meaning ascribed in Clause 6.
- 2.12 “**Dynamic Pricing**” means a pricing model under which Fees such as Rate Offers, Rental Fees and surcharges are subject to real-time variation based on a range of factors, including but not limited to vehicle demand and availability, time of day, duration of rental, location, and other operational considerations. Under this model, the applicable Fees will be notified to you for acceptance prior to your confirmation of reservation or rental of a Flexar Car.
- 2.13 “**EMAS**” means Expressway Monitoring and Advisory System.
- 2.14 “**Excess**” means the Own Damage Excess and Third-Party Excess payable by you in accordance with Clause 11 and **Schedule 7**.
- 2.15 “**Fees**” means all charges and payments payable by you as set out in the terms herein, including but not limited to the charges set out in Clause 3.3.3.
- 2.16 “**Fine**” means each fine, penalty, fee, charge or any other sum imposed by any relevant authority in connection with Traffic Breaches, and “**Fines**” shall be construed accordingly.
- 2.17 “**Flexar**” means the brand and trademark which is owned by BlueSG Pte. Ltd. (Company Registration No.: 201617258W), a company incorporated in Singapore and having its registered office at 48 Changi South Street 1, Singapore 486130, and “**we**”, “**our**” and “**us**” (whether capitalised or not) shall be construed accordingly.
- 2.18 “**Flexar Car**” means a self-service automobile supplied by BlueSG Pte. Ltd. and “**Flexar Cars**” shall have the corresponding meaning.
- 2.19 “**Flexar Car Accessories**” means all equipment present in and provided with a Flexar Car including, without limitation, the Flexar Car key, card reader / on board unit (OBU), fuel cards, dashcam, mobile phone holder and safety equipment (e.g. warning triangle).
- 2.20 “**Flexar App**” means the mobile application operated by BlueSG Pte. Ltd. and designated as “Flexar” or “Flexar Mobility”, downloadable from the Apple App Store, Google Play Store and any other platform as may be designated by BlueSG Pte. Ltd. from time to time.

- 2.21 **“Flexar Services”** means the services provided by BlueSG Pte. Ltd., namely:
- 2.21.1 reservation and operation of Flexar Cars;
 - 2.21.2 reservation and use of Designated Parking Space or Dedicated Parking Space for parking of Flexar Cars;
 - 2.21.3 access to and use of the Flexar App; and
 - 2.21.4 all other services from time to time made available to the Member by BlueSG Pte. Ltd., including those necessary for the smooth operation of the above services.
- 2.22 **“Flexar Website”** means www.flexar.com.sg.
- 2.23 **“Flexar Zone”** means the main island of Singapore, Sentosa and Jurong Island.
- 2.24 **“GST”** means Goods and Services Tax at the applicable prevailing rate.
- 2.25 **“Insurance Cover”** means the limited insurance policy provided by a third-party insurer to BlueSG Pte. Ltd. which covers Members’ liability for third-party property damage, personal injury or death in accordance with the Motor Vehicles (Third-Party Risks and Compensation) Act 1960 of Singapore, which are subject to the exclusions and limits specified in Clause 11 and **Schedule 7** herein.
- 2.26 **“Insurer”** means the third-party insurer for the Insurance Cover.
- 2.27 **“Location Surcharge”** has the meaning ascribed to it under **Schedule 2** herein.
- 2.28 **“Member”** means a natural person who has subscribed to the Flexar Services in accordance with this Terms and Conditions and **“you”** and **“your”** (whether capitalised or not) shall be construed accordingly. Legal entities as defined under the Applicable Laws are not eligible for subscription to the Flexar Services.
- 2.29 **“Membership”** means being a Member and having a Membership Plan.
- 2.30 **“Membership Plan”** means having a Free Membership or Paid Membership (if and when applicable) in order to access the Flexar Services, which continues for an initial period of one (1) month, automatically renewing for successive one (1) month periods unless terminated in accordance with the terms set out herein.
- 2.31 **“Membership Fees”** means the amount payable by you for the Paid Membership (if and when applicable) selected as set out in **Schedule 3** herein.
- 2.32 **“Membership Period”** means the initial and each subsequent one (1) month period of your Membership, starting from the Activation Date, and renewed in accordance with the terms set out herein.
- 2.33 **“Own Damage Excess”** means the excess payable by you for damage to the Flexar Car as set out in **Schedule 7**.

- 2.34 **“Paid Membership”** (if and when applicable) means a Membership whereby Membership Fees are payable. Additional terms and conditions applicable to Paid Memberships are set out in **Schedule 3** herein.
- 2.35 **“Payment Card”** means a valid debit or credit card accepted by Flexar, as stated on the Flexar Website.
- 2.36 **“PDPA”** means the Personal Data Protection Act 2012 of Singapore.
- 2.37 **“Personal Data”** means data about an individual who can be identified from that data, or from that data and other information that Flexar has or is likely to have access to.
- 2.38 **“Promotional Code”** has the meaning ascribed to it under Clause 9.12.
- 2.39 **“Rate Offers”** means the schedule of rates, charges and fees applicable to your Membership Plan, as set out in **Schedule 2** and the Flexar App, the Flexar Website, or as otherwise communicated to Members, and which forms part of this Terms and Conditions.
- 2.40 **“Released Parties”** means Flexar, its Affiliates, subsidiaries, related entities, and each of their respective officers, directors, shareholders, employees, contractors, agents, successors, and assigns.
- 2.41 **“Renewal Date”** means the monthly anniversary of the Activation Date.
- 2.42 **“Rental Fees”** means the amount payable by you to rent a Flexar Car, calculated in accordance with your selected Membership Plan or Rental Package, and subject to Dynamic Pricing.
- 2.43 **[Intentionally Left Blank]**
- 2.44 **[Intentionally Left Blank]**
- 2.45 **“Rental Period”** means the period commencing from the time you start the rental of a Flexar Car until the completion of the procedure specified under or as otherwise prescribed by Clause 8.
- 2.46 **“Losses”** has the meaning ascribed to it under Clause 12.1.
- 2.47 **“Third-Party Excess”** means the excess payable by you for third-party property damage or personal injury caused during your Rental Period, as set out in **Schedule 7**.
- 2.48 **“Traffic Breaches”** means breaches of traffic, parking, toll or other road-related laws and regulations arising from your use of the Flexar Service, and **“Traffic Breach”** shall be construed accordingly.
- 2.49 **[Intentionally Left Blank]**
- 2.50 **“\$”** means Singapore Dollars, the lawful currency of the Republic of Singapore.

3 ELIGIBILITY FOR MEMBERSHIPS

- 3.1 As a condition to using and accessing the Flexar Services, you are required to register for a Membership. By creating a Membership, you acknowledge that you have read, and understood, and agree to be bound by all of the terms and conditions relating to your Membership stated herein, including the Rate Offer.
- 3.2 You are eligible to apply for a Membership if you meet the Eligibility Criteria as set out in **Schedule 1**. By applying for a Membership, you represent and warrant to us that you fulfil and can furnish proof of such fulfilment at any time as requested by us, of all the Eligibility Criteria as applicable to you.
- 3.3 To apply to become a Member, you must:
- 3.3.1. Complete the Membership application process via the Flexar App;
 - 3.3.2. Pay the first instalment of the Membership Fee (if any) using your Payment Card ;
 - 3.3.3. Add a valid Payment Card to your Flexar Account, thereby authorising Flexar to automatically charge this card for:
 - a. future Membership Fees based on your selected Paid Membership (if any);
 - b. all Rental Fees, Additional Fees, reservation fees, Own Damage Excess, Third-Party Excess and any other Fees costs (including any penalties as stated in **Schedule 6**) and applicable surcharges (including reservation, platform, cancellation/no-show, excess kilometre, peak/location, vehicle type, and optional add-ons such as CDW) will be charged to the Member's account. Ad-hoc charges (e.g., ERP) and any applicable penalties (e.g., cleaning or smoking) will be passed on to the Member at cost with a 2.8% processing fee. Accident-related charges (including excess, downtime, or loss-of-use fees) will incur processing fees depending on the payment method used. All charges are subject to prevailing GST;
 - c. any reasonable expenses or fees, including legal or third-party expenses, incurred by Flexar in recovering unpaid sums;
 - d. a late fee of 5% of the total outstanding amount will be applied to any invoices (including rental, ERP, penalties, and accident-related charges) that remain unpaid for more than seven (7) days from the issue date. For the avoidance of doubt, in addition to applicable late fees, we reserve the right to engage a debt collection agency if payment remains outstanding for more than thirty (30) days. If any balance continues to remain unpaid, the matter may be reported to the Credit Bureau Singapore (CBS), which may adversely affect your credit score and ability to obtain credit in the future; and
 - e. a \$5 authorisation hold will be placed on your payment method at the time of reservation. This amount will be released if the reservation is cancelled, expires, or does not proceed to a rental. If the reservation converts into a rental, the \$5 will be included in and charged as part of the total rental amount.

(collectively referred to as "**Fees**").

- 3.4 We may reject Membership applications from individuals in our sole discretion. Further, by applying for a Membership, you acknowledge and agree to authorise us, at any time, to conduct credit and/or background checks to assess risk associated with the provision of any Flexar Services to you. Based on the outcome of such checks, we may reject your Membership application or discontinue Flexar Services already in progress, without obligation to disclose any reason.
- 3.5 Holders of expired, suspended, cancelled, withdrawn, restricted, or otherwise invalid driving licences, or whose licences have been lost or stolen, are not eligible for Membership. If, during the Membership Period, your driving licence becomes expired, suspended, cancelled, withdrawn, restricted, lost, or otherwise invalid, or you otherwise no longer fulfil the Eligibility Criteria, you must notify the Customer Experience Centre immediately and cease use of the Services, and your Membership shall be terminated.
- 3.6 Driving without a valid licence renders you ineligible for Insurance Cover and liable for any penalties imposed under Applicable Laws or by Flexar. You shall indemnify and hold Flexar harmless from all losses, liabilities, claims, damages, costs, and expenses (including legal fees) arising from arising from or in connection with such circumstances. Without prejudice to Flexar's other rights under this Terms and Conditions, Flexar may, in its sole discretion, immediately suspend or terminate your Membership without notice and without any refund of Membership Fees (if any), Rental Fees, reservation fees, or any other amounts already paid, if you operate a Flexar Car without a valid driving licence. You shall also remain liable for all outstanding amounts owed to Flexar, for any other losses, damages, costs, or expenses incurred by Flexar arising from or in connection with your unauthorised use of the Flexar Services.
- 3.7 Meeting the Eligibility Criteria does not automatically guarantee Membership. Approval of your Membership application is at Flexar's sole and absolute discretion and may be subject to additional criteria imposed by either Flexar or its Insurer from time to time. We will notify you of the outcome of your application through the Flexar App or via email.
- 3.8 Your Membership is personal to you and is non-transferable. You must not, under any circumstances, permit any other person to access or use the Flexar Services with your Membership.

4 RATE OFFERS AND MEMBERSHIP PLAN

- 4.1 Members can select among the different Membership Plans, that each come with the applicable Rate Offers as set out in **Schedule 2** and the Flexar App, and Membership Fees to suit different usage preferences:
- 4.1.1 **Free Membership**: No Membership Fee shall apply and only the applicable Rate Offers will be payable; or
- 4.1.2 **Paid Membership (if and when applicable)**: A Membership Fee shall apply, together with the applicable Rate Offers and any additional benefits and terms as set out in **Schedule 3**.

Terms governing changing your Membership Plan can be found in **Schedule 4**.

- 4.2 For the avoidance of doubt, the Rate Offers may be subjected to Dynamic Pricing. Notwithstanding the above, the applicable Rate Offers will be notified to you for acceptance prior to your confirmation of reservation or rental of a Flexar Car.
- 4.3 We reserve the right to introduce, modify, or withdraw any Rate Offers or Membership Plans at any time without prior notice, and to make such offers available to any category of Members, in our sole discretion.
- 4.4 We may also limit the availability of Rate Offers to specific periods, locations, user segment or other operational considerations. Members acknowledge that such changes may take place without prior notice, at Flexar's sole discretion. Flexar shall not be liable for the unavailability of any Rate Offers or any change in pricing structure.
- 4.5 We may from time to time make limited-time offers for longer duration rentals to specific Flexar Cars or Flexar Services (which include, but are not limited to Rental Packages and Rental Passes) to any category of Members at our sole discretion via the Flexar App. Additional terms for these limited time offers (if and when applicable) are set out in **Schedule 2**.
- 4.6 Each individual Member may only hold one (1) active Membership Plan at any given time. Any attempt to apply for or maintain more than one active Membership on different Accounts simultaneously is not permitted and will be deemed invalid and of no effect.
- 4.7 Your Membership will start on the Activation Date.
- 4.7.1 For Free Memberships, this shall be the date on which your Membership setup is completed, including verification via SingPass or any other identity authentication method as may be prescribed by Flexar.
- 4.7.2 For Paid Memberships (if and when applicable), the Activation Date is as set out in **Schedule 3** herein.

5 TERMINATION, SUSPENSION AND DISCONTINUATION

- 5.1 **Termination for Cause**: We may, in our sole and absolute discretion, immediately terminate or suspend your Membership without prior notice, upon the occurrence of any of events set out in **Schedule 5**.
- 5.2 **Termination without Cause**: Notwithstanding anything contrary in this Terms and Conditions, we may, in our sole and absolute discretion, terminate or suspend your Membership at any time without assigning any reason. We may, but shall not be obliged to, provide reasons for such termination or suspension. You shall have no claim or remedy against Flexar arising from or in connection with any such termination or suspension.
- 5.3 **Blocked**: If your Membership is suspended for any reason including but not limited to breach of this Terms and Conditions, you shall remain liable for all Membership Fees (if any) and other Fees accruing during the period of suspension until termination of your Membership in accordance with the terms herein. The effective date of suspension of your Membership shall be the date on which the relevant notice of suspension is sent to you via email. Save in the case where you incur any Excess pursuant to Clause 11 and **Schedule 7**, the effective date shall be as otherwise communicated to you by Flexar via email.

- 5.4 In the event of termination under this Section and/or relevant Schedules, we shall not be obliged to refund any portion of the Fees already paid by you and you shall remain liable to pay any outstanding Fees and amounts accrued prior to the termination. We also reserve the right to pursue all legal remedies available under Singapore law to recover any unpaid amounts.
- 5.5 Further, we reserve the right to deny you any current or future use of or access to the Flexar Services, for any reason we deem appropriate, including but not limited to the protection of our operations, legal position, or other Members.
- 5.6 **Discontinuation**: You may, during your Membership Period, and for any reason whatsoever, discontinue your Membership by choosing from the following options:-
- 5.6.1 **Membership Cancellation for Paid Memberships (Temporary Deactivation)**: You may request to cancel your Paid Membership, with such cancellation taking effect on the next Renewal Date. Until such time, your entitlement to use and access the Flexar Services shall continue under your current Paid Membership Plan. No refund or credit will be provided for any unused portion of the Paid Membership or associated benefits (if any). After cancellation, your Flexar Account and associated data will be retained. You may reactivate your Paid Membership in the future by or selecting a new Membership plan, subject to Flexar's approval and the prevailing terms. The effective date of cancellation of your Paid Membership shall be the date on which the relevant notice of cancellation is sent to you via email. Save in the case where you incur any Excess pursuant to Clause 11 and **Schedule 7**, the effective date shall be as otherwise communicated to you by Flexar via email.
- 5.6.2 **Account Deletion (Permanent Termination)**: You may request to permanently delete your Flexar Account via the Flexar App. Upon confirmation of the request, your Account and all associated data will be scheduled for deletion and/or anonymisation in accordance with Applicable Laws. **ACCOUNT DELETION IS PERMANENT AND IRREVOCABLE**. If you wish to access and use the Flexar Services in the future, you must create a new Account and complete all applicable registration and verification steps in accordance with the prevailing terms. All unused Fees paid, benefits, or entitlements (if any) as of the deletion date will be permanently forfeited and are non-refundable and non-transferable.
- 5.7 For Paid Memberships (if and when applicable), additional terms apply in **Schedule 3** herein if your Paid Membership is terminated by us or discontinued by you.
- 5.8 For Members with a Free Membership, please note that if you do not accept any amendments to this Terms and Conditions, your sole and exclusive remedy shall be to terminate your Membership immediately. You may continue to use the Flexar Services only to the extent necessary to effect such termination. Continuing to access or use the Flexar Services after such or any amendments means you are deemed to have accepted such or any amendments in full. For Paid Memberships (if and when applicable), additional terms apply in **Schedule 3** herein. For the avoidance of doubt, if you accept the amended terms, you remain entitled to upgrade or downgrade your Membership Plan thereafter, subject to the terms in **Schedule 4** herein.
- 5.9 Termination or discontinuation of your Membership, whether by you or by us, shall result in the termination of this Terms and Conditions, save that any provisions which by their nature

survive termination (including, without limitation, provisions relating to payment obligations, indemnities, limitations of liability, dispute resolution, and governing law) shall continue to apply in full force and effect. In addition, we reserve the right to recover from you all Fees, charges, costs, and expenses incurred prior to or arising out of the termination, in accordance with the terms herein.

- 5.10 Upon termination or discontinuation of your Membership, save for as explicitly set out herein, all rights granted to you under this Terms and Conditions shall immediately cease. You shall promptly return any property belonging to Flexar and fully settle all outstanding dues and obligations.

6 RESERVING AND RENTING A FLEXAR CAR

Reserving and Renting a Flexar Car:

- 6.1 Reservation of Flexar Cars shall be made via the Flexar App only. Rental Packages or Rental Passes (if and when applicable) may, if available, also be made available for booking via the Flexar App.
- 6.2 After reserving a Flexar Car via the Flexar App, the rental of the Flexar Car must be started within the timeframe stipulated by Flexar in the Flexar App.
- 6.3 You must click the “start rental” button in your Flexar App to start a rental.
- 6.4 If you reserve a Flexar Car but do not start the rental within the stipulated time period, all applicable fees (if any) under the Rate Offer and the applicable Additional Fees (set out in Schedule 1) shall remain payable. Flexar may, at its sole discretion, review the circumstances surrounding your failure to start the rental. Where Flexar determines, in its sole discretion, that you have provided a valid and acceptable reason, it may elect to refund Fees paid in whole or in part. Such decisions shall be final and made entirely at Flexar’s discretion.
- 6.5 As a self-service operation, we shall not be liable to you if a Flexar Car is unavailable or if a reservation cannot be honoured, due to events beyond our control. In such cases, please contact the Customer Experience Centre, which may direct you to the nearest available Flexar Car. You may be given a complimentary rental period at Flexar’s sole discretion to get to the alternative vehicle.
- 6.6 For detailed instructions on how to use the Flexar Car, please refer to the Flexar Website.

Reserving a Parking Space:

- 6.7 You may make a Designated Parking Space or Dedicated Parking Space reservation for a parking space designated for use by Members for the parking of Flexar Cars via the Flexar App. Please ensure that you follow the instructions as made available for the respective parking spaces on the Flexar App.
- 6.8 **Designated Parking Space:** refers to parking lots located within zones designated by us from time to time, as indicated on the App. For the avoidance of doubt, Designated Parking Spaces are not painted or marked as exclusive and are not reserved solely for our use. Accordingly, the availability and location of Designated Parking Spaces may vary and may be changed by us on a day-to-day basis.

- 6.9 **Dedicated Parking Space**: refers to parking lots that are exclusively allocated for our use. Such parking spaces are clearly marked and painted to indicate their dedicated status.
- 6.10 Once reserved, the Designated Parking Space or Dedicated Parking Space will be held reserved for a limited reservation period. If you reserve a Designated Parking Space or Dedicated Parking Space but do not utilise this reservation within the reservation period, both the applicable reservation fee and Additional Fees (set out in **Schedule 6**) shall remain payable. Flexar may, at its sole discretion, review the circumstances surrounding your failure to utilise the reservation. Where Flexar determines, in its sole discretion, that you have provided a valid and acceptable reason, it may elect to refund any Fee paid in whole or in part. Such decisions shall be final and made entirely at Flexar's discretion.
- 6.11 Flexar will not be responsible if a Designated Parking Space or Dedicated Parking Space is unavailable or if a reservation cannot be honoured due to circumstances beyond its control (e.g. due to unauthorised vehicles occupying the space). In such an event, please contact us via the live chat function in the Flexar App and we will assist in locating an alternative parking space. You may be given a complimentary rental period at Flexar's discretion to travel to the alternative location.
- 6.12 Flexar reserves the right to vary reservation fees at any time, at its sole discretion. The applicable reservation fees will be notified to you through the Flexar App prior to your confirmation of a reservation.
- 6.13 For the avoidance of doubt, we may employ a Dynamic Pricing model for all rental and reservation of Flexar Cars.
- 6.14 Before you confirm any reservation or begin a rental of a Flexar Car, the applicable reservation fee or rental rate will be displayed to you on the Flexar App. It is your responsibility to review the reservation fee or rental rate notified prior to proceeding with a reservation or starting a rental. By confirming a reservation or starting a rental, you acknowledge and agree to the fees displayed at the time of your confirmation or starting of the rental.
- 6.15 The applicable reservation fee and rental rate are determined at the moment of confirmation and are not subject to retroactive adjustments. However, displayed fees may change without notice prior to confirmation (e.g., during browsing or selection). Flexar does not guarantee price consistency until a rental or reservation is confirmed.
- 6.16 Flexar shall not be liable for any discrepancies in reservation fees or rental rates arising from technical issues, connectivity delays and/or other factors beyond Flexar's control. In the event of manifest error or system malfunction, Flexar reserves the right to cancel the rental or reservation and offer a refund or other alternative arrangement at its sole discretion.
- 6.17 In addition to the reservation Fee and Rental Fee, Flexar reserves the right, at any time, to impose a Location Surcharge (as defined under Schedule 2) at its stations.

7 USER OBLIGATIONS AND RESTRICTIONS ON USE

- 7.1 You must operate the Flexar Car responsibly and with all due care and attention.
- 7.2 You must, at all times, comply with all Applicable Laws, rules, regulations, policies and restrictions relating to your use of the Flexar Car.

- 7.3 Upon arriving at the Flexar Car, you will be given complimentary rental minutes, as determined by Flexar, to visually inspect the exterior and interior of the Flexar Car upon first access.
- 7.4 If the Flexar Car has any visible damage, missing parts, or is unclean, you must immediately inform Flexar via the Flexar App with full details of the same. You are also required to verify the presence of the Flexar Car Accessories. If any Flexar Car Accessories are missing, you must immediately notify Flexar via the Flexar App with full details of such missing Accessories. Failure to report any such issues before departing the Designated Parking Space or Dedicated Parking Space will result in you being held responsible for the damage, uncleanliness, or missing Flexar Car Accessories. In addition to the applicable repair or replacement costs for such missing Flexar Car Accessories, you will be charged Additional Fees for failing to report the same.
- 7.5 You must take all reasonable care of the Flexar Car. Save for ordinary wear and tear, you must return the Flexar Car to us in the same condition as when you received it.
- 7.6 You are required to maintain the cleanliness of the Flexar Car. For the avoidance of doubt, absolutely no pets are permitted in a Flexar Car not designated for this purpose, under any circumstances whatsoever, at any time before, during, or after your Rental Period. It is your responsibility to remove all trash and personal belongings upon the end of the rental period, and to leave the Flexar Car in a clean and tidy state for the next user.
- 7.7 At all times during the Rental Period, or whilst otherwise accessing, operating or using a Flexar Car, you must carry with you a valid driving licence or other certification as is legally required to permit you to drive a motor vehicle in Singapore, in accordance with the Eligibility Criteria and as required under this Terms and Conditions. You must, upon request by Flexar (including its staff, agents, and representatives), promptly present a valid driving licence and such other identification document(s) as Flexar may reasonably require to verify your identity and confirm that you are the authorised Member associated with the Rental or use of the Flexar Car.
- 7.8 You must ensure that the Flexar Car remains locked, secure and parked in a safe location when it is not being driven, with all windows fully shut and the trunk closed.
- 7.9 You must, at all times, maintain sole and exclusive control of your Membership and Flexar App. You shall maintain the security and confidentiality of your Membership and Flexar App Account, password and login credentials, and shall not share, disclose or allow any other person to use, the same.
- 7.10 You and all passengers must wear seat belts properly at all times when operating or travelling in a Flexar Car, in accordance with all Applicable Laws. If transporting any child who is under 1.35 metres in height, the child must be secured in a child restraint device appropriate for the child's size and weight and must be seated in the rear seat of the Flexar Car. Please note that Flexar does not provide any child booster seats, child restraint devices, or child safety equipment. You are solely responsible for providing, installing, and ensuring the proper and lawful use of any such child restraint device or booster seat when transporting children in the Flexar Car. It is your responsibility to verify that the installation, positioning, and use of any child restraint device complies with all Applicable Laws in Singapore, including but not limited to the Road Traffic Act 1961 of Singapore and its subsidiary legislation. Flexar shall not be liable for any injury, damage, penalty, fine, or loss arising from your failure to comply with seat belt, child restraint, or passenger safety requirements.

- 7.11 We reserve the right to determine, at our sole discretion, whether a Member's use of the Flexar Service constitutes excessive or abusive usage. Excessive or abusive usage includes, but is not limited to, repeated or prolonged use that unreasonably restricts availability for other Members, misuse of vehicles, or conduct that violates Applicable Laws or these Terms and Conditions. Such usage may result in warnings, temporary restrictions, suspension, termination and/or financial liability for damages incurred.
- 7.12 You must use the Flexar Car in a safe, lawful, and responsible manner. You shall be fully liable for any breach of the terms herein and for any resulting loss or damage. For the avoidance of doubt, in such an event, the Member shall be solely liable for all costs incurred to remedy the situation, including but not limited to the penalties as stated in **Schedule 6**. Without limiting the generality of the foregoing, you are strictly prohibited from using or permitting the use of the Flexar Car in any of the following ways:
- 7.12.1 if the Flexar Car's charge or fuel level falls below minimum thresholds as determined by Flexar, at any time during the entire Rental Period. For the avoidance of doubt, for safety reasons, Members cannot start a rental if Flexar Car's charge or fuel level falls below minimum thresholds as determined by Flexar and Members shall also ensure that the Flexar Car's charge or fuel level does not fall to zero at any time whilst driving and/or at any other time during the Rental Period;
 - 7.12.2 refuelling the Flexar Car with a fuel type other than that specified for the Flexar Car (e.g., diesel instead of petrol);
 - 7.12.3 parking the Flexar Car in any lot within HDB car parks other than white lots;
 - 7.12.4 outside of the Flexar Zone;
 - 7.12.5 to learn how to drive or to train another to drive;
 - 7.12.6 to transport live animals, except where explicitly authorised by Flexar and only in strict compliance with Applicable Laws;
 - 7.12.7 while engaging in any activity that would cause the Flexar Car's interior to become soiled, wet, smelly or otherwise uncomfortable for the next user;
 - 7.12.8 operating the Flexar Car as part of a courier service, whether or not for a fee;
 - 7.12.9 as a for-hire vehicle as part of a transportation network company or any other for-hire or commercial purposes;
 - 7.12.10 in a way which subjects the Flexar Car to being pushed or pulled by any means and for any reason whatsoever;
 - 7.12.11 to tow, push or move any other vehicle, trailer, or object;
 - 7.12.12 operating the vehicle on unpaved surfaces, or any terrain that is not properly maintained and/or is not a sealed public roadway suitable for passenger vehicles;
 - 7.12.13 attaching any items to the outside of the Flexar Car;

- 7.12.14 placing, affixing or displaying any advertising material outside or within the Flexar Car. Advertising material includes, but is not limited to, any language, image, symbol, graphic, or shape intended to inform, influence or attract the attention of the public, whether for commercial, informational (private or commercial), cultural or political purposes;
 - 7.12.15 to transport objects or substances (including but not limited to hazardous, flammable, corrosive, toxic, explosive, ionizing, or combustible materials) that, due to their nature or odour, may damage the Flexar Car, cause any delay the subsequent use of the Flexar Car and/or that may otherwise pose a risk to safety of others and/or damage to the Flexar Car;
 - 7.12.16 to participate in automobile races, rallies, trials, or any other competitive event;
 - 7.12.17 in violation of any Applicable Laws or regulations, including but not limited to speed limits, parking restrictions or Electronic Road Pricing requirements;
 - 7.12.18 when a Flexar Car is loaded beyond the Flexar Car manufacturer's stated passenger and cargo capacity;
 - 7.12.19 when suffering from fatigue which impairs your driving ability in any way;
 - 7.12.20 when under the influence of alcohol, drugs, medication, or any other legal or illegal substance that might alter or impair your ability to safely and lawfully operate the Flexar Car;
 - 7.12.21 smoking or permitting any person to smoke in the Flexar Car at any time;
 - 7.12.22 while eating, drinking or engaging in the illegal consumption of any drugs or controlled substances;
 - 7.12.23 for any illegal purpose, including the illegal conveyance of persons, drugs or contraband, or weapons;
 - 7.12.24 to destroy, damage, or aid in the theft of the Flexar Car;
 - 7.12.25 disassembling, servicing, or repairing, any Flexar Car or accessing any internal mechanical or electric component within the Flexar Car; and/or
 - 7.12.26 if the Flexar Car has been obtained by fraud or misrepresentation.
- 7.13 You shall not use the Flexar Services without a valid driving licence or if you fail to meet any of the Eligibility Criteria set out in this Terms and Conditions. Doing so:
- 7.13.1 will render you ineligible for the Insurance Cover;
 - 7.13.2 may constitute a criminal offence, and may thereby expose you to penalties under the Applicable Laws;
 - 7.13.3 will constitute a breach of this Terms and Conditions;

- 7.13.4 shall oblige you to indemnify, defend and hold Flexar harmless from and against all losses, claims, actions, costs and expenses in connection with or arising from your breach of the Terms and Conditions, including but not limited to those arising from the vitiating of the Insurance Cover; and
 - 7.13.5 require you to compensate Flexar for any losses resulting from your breach.
- 7.14 You must also use the Flexar App and Flexar Website in a safe, lawful, and responsible manner. You shall be fully liable for any breach of this Clause and for any resulting loss or damage. Without limiting the generality of the foregoing, you are strictly prohibited from using or permitting the use of the Flexar App and Flexar Website in any of the following ways:
- 7.14.1 license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party the Flexar App or any part thereof in any way;
 - 7.14.2 modify, edit, copy, reproduce, attempt to extract or derive the source code of, decrypt, interfere with, disrupt the integrity or the performance of, or make derivative works based on the Flexar App, Flexar Website or any part thereof;
 - 7.14.3 work around, bypass, or circumvent any of the technical limitations or navigational structure of the Flexar App or use any tool to enable features or functionalities that are otherwise disabled in the Flexar App or Flexar Website;
 - 7.14.4 disassemble, decompile, reverse engineer or decrypt the Flexar App, Flexar Website or any part thereof;
 - 7.14.5 perform or attempt to perform any action that would interfere with the proper working of the Flexar App or Flexar Website, unduly burden or hinder the operation and/or performance of the Flexar App or prevent access to or use of the Flexar Services by others;
 - 7.14.6 delete, alter or obscure the copyrights, trademarks, logos and other proprietary rights notices on the Flexar App or Flexar Website;
 - 7.14.7 violate any Applicable Laws, rules or regulations in connection with your access or use of the Flexar App and/or Flexar Website;
 - 7.14.8 use the Flexar App or Flexar Website for any unintended purpose; or
 - 7.14.9 authorise, assist or encourage any third-party to do any of the foregoing.
- 7.15 A breach of any of the clauses above in relation to user obligations and restriction of use of the Flexar Services, Flexar Car, Flexar App or Flexar Website constitutes a material breach of this Terms and Conditions. In such cases, we may suspend or terminate your Membership immediately, prevent current and future access to the Flexar Services and impose Additional Fees, penalties, or liability for damage, and deny Insurance Cover without prejudice to any other rights it may have at law or in equity. You shall also be liable for any penalties that may be imposed by the relevant authorities due to your breach of or non-compliance with Applicable Laws.

8 ENDING THE RENTAL PERIOD

- 8.1 You must end your Rental Period of a Flexar Car at a Designated Parking Space or Dedicated Parking Space and ensure that the following conditions are satisfied:
- 8.1.1 the location is identified at that time as a Designated Parking Space or Dedicated Parking Space on the Flexar App;
 - 8.1.2 you properly park the Flexar Car in accordance with the signage and boundary markings at the Designated Parking Space or Dedicated Parking Space;
 - 8.1.3 the Car has fuel remaining and has not been refuelled with the wrong fuel type; and
 - 8.1.4 you lock the Flexar Car through the Flexar App and receive confirmation that the Rental Period has ended successfully.
- 8.2 If you fail to complete the above procedure correctly, the Rental Period will continue, and Rental Fees may accrue, even if you do not use the Flexar Car, until the vehicle is properly returned in accordance with the terms set out herein. It is highly recommended that you wait in the vicinity of the Flexar Car until the Flexar App confirms that the Flexar Car has been successfully returned, and that the Rental Period has ended.
- 8.3 We reserve the right to charge Additional Fees in the event of improper return or parking outside the boundaries of the Designated Parking Space or Dedicated Parking Space. You shall remain liable for any fines, penalties, or towing costs arising from unauthorised or improper parking.
- 8.4 We may suspend, withdraw, or modify the Designated Parking Space or Dedicated Parking Space locations at any time without prior notice. You are responsible for verifying the validity of such parking locations before attempting to end a Rental Period at such a location.

9 PAYMENT OF FEES AND INVOICING

- 9.1 In order to use and access the Flexar Services, you must provide a valid Payment Card that remains valid, active, and capable of accepting charges throughout your Membership Period.
- 9.2 You hereby authorise Flexar to charge for all Fees due to Flexar as specified in this Terms and Conditions, including any amounts payable after the expiration (if applicable) or termination of your Membership.
- 9.3 You agree to pay all Fees if and when they become due.
- 9.4 Flexar reserves the right to recover all Fees and any outstanding amounts due to Flexar under this Terms and Conditions, through automatic billing to your Payment Card, or otherwise through legal and enforcement means permitted under Singapore law. You shall be fully responsible for, and shall indemnify, defend, and hold harmless Flexar from and against, all costs, expenses, charges, and liabilities (including legal fees on an indemnity basis and costs of debt collection agencies) incurred by Flexar in connection with the enforcement or recovery of any outstanding amounts due under this Terms and Conditions, whether through legal proceedings or otherwise.

- 9.5 Flexar will deliver periodic invoices to the Member. Such invoices will set out all Fees due to Flexar as at the date of that invoice or paid to Flexar since the later of either the date of the previous invoice delivered to the Member or the Activation Date.
- 9.6 You may access all invoices via the Flexar App.
- 9.7 You must amend your contact and Account information (including the Member's payment information) in the Account page on the Flexar App whenever it changes so that information available to Flexar is up to date throughout the entire duration of your Membership, and in particular, before you reserve or rent a Flexar Car. Additional terms and conditions for Paid Memberships (if and when applicable) are set out in **Schedule 3** and changes to Membership Plans are set out in **Schedule 4** herein.
- 9.8 You must ensure that there are sufficient funds available in your bank account linked to the Payment Card to cover all Fees and any other amounts that may become due to Flexar during your Membership. In the event that sufficient funds are not available, or if your Payment Card is cancelled by you or your bank for any reason, you must immediately provide Flexar with an alternative valid Payment Card or other method of payment acceptable to Flexar.
- 9.9 If your current Payment Card is cancelled, expired or otherwise become ineffective during the term of your Membership, you must update your Payment Card details immediately within the Flexar App. For Payment Cards that are due to expire, you must update your Payment Card details at least fourteen (14) days prior to the expiry date of the current Payment Card, and in any event no later than upon receipt of the replacement Payment Card.
- 9.10 If we are unable to process any payment of Fees by way of the Payment Card linked to your Account, we will send you an email or a push notification through the Flexar App informing you of the issue. In such an event, your Membership shall be suspended immediately until you have provided us with up-to-date payment information and have settled all overdue Fees. Any dishonoured or rejected payments will incur Additional Fees to cover administrative costs. For the avoidance of doubt, suspension of your Membership does not suspend the accrual of Fees. Additional terms and conditions apply for Paid Memberships (if and when applicable) in **Schedule 3** herein. To terminate your Membership in accordance with the termination provisions herein, you must fully settle any outstanding amounts owed to us. Under no circumstances will Flexar be responsible for any overdraft, over limit or any other fees charged by the Member's Payment Card company or bank.
- 9.11 Subject to the express terms set out in this Terms and Conditions, all Fees and other amounts payable during your Membership are due immediately when they are incurred, and shall be paid in full, without any set-off, counterclaim, deduction, or withholding of any kind, except for any deduction or withholding required by Applicable Laws. If any deduction or withholding is required by Applicable Laws, you shall pay to Flexar such additional amounts as are necessary to ensure that Flexar receives the full amount that it would have received had no deduction or withholding been made.
- 9.12 **Promotions:** Flexar may, in its sole discretion, create Promotional Codes that may be redeemed by the Member and credited against Fees, subject to any additional terms that Flexar establishes on a per promotional code basis. You agree that any Promotional Code provided by Flexar:
- 9.12.1 is personal to you, non-transferable, and may only be used by you for the intended purpose as specified by Flexar;

- 9.12.2 must be used only in a lawful manner and in accordance with the specific terms and conditions established by Flexar for that Promotional Code;
- 9.12.3 may not be duplicated, sold, transferred, shared, or made available to any other person or to the general public (including, without limitation, by posting on a public forum) without the express prior written consent of Flexar;
- 9.12.4 may be disabled, modified, or cancelled by Flexar at any time and for any reason, without liability to you;
- 9.12.5 is not valid for, and cannot be exchanged for, cash, credit, or any other monetary equivalent;
- 9.12.6 may expire prior to your use without any liability on the part of Flexar; and
- 9.12.7 may be withheld, reversed, or deducted (in whole or in part) by Flexar, including against any credit, benefit, or discount obtained through use of the Promotional Code, if Flexar reasonably determines that the use or redemption was in error, fraudulent, illegal, abusive, or in violation of the applicable Promotional Code terms or this Terms and Conditions.

Any breach of this Clause may result in the suspension or termination of your access to the Flexar Services, and Flexar reserves all other rights and remedies available under this Terms and Conditions, in equity and at law.

- 9.13 All listed fees and charges are inclusive of GST, save for as explicitly set out in writing on any payable invoice, the Flexar App or Website, or in the Terms and Conditions herein.

10 ADDITIONAL FEES

- 10.1 You must pay Flexar the Additional Fees as specified in **Schedule 6** for, without limitation, fees arising from violations, acts or omissions or other failures to comply with the Terms and Conditions, including each ticket and fine issued to Flexar as a result of your Traffic Breaches during your Rental Period, to cover Flexar's reasonable administrative costs in handling receipt of such ticket and/or fine.
- 10.2 There are other actions that you must take upon committing a Traffic Breach. Please see **Schedule 6** for more information.
- 10.3 Lost and found items are handled in accordance with the procedures set out in **Schedule 6**.

11 INSURANCE

- 11.1 Please note that the Insurance Cover applies to you in relation to your use of a Flexar Car on the road, and is subject to the applicable exceptions and the specific terms and conditions of the policy providing coverage. Please see **Schedule 7** for more information.
- 11.2 For the avoidance of doubt, you shall be liable for, and shall pay to Flexar the Excess, which, under **Schedule 7**, comprises the Own Damage Excess for damage to the Flexar Car, and separately, the Third-Party Excess for liability arising from third-party claims (subject to any express terms herein) for any single accident.

11.3 Notwithstanding the above, Flexar does not warrant or represent that the Insurance Cover is comprehensive or sufficient to meet your needs or the entirety of any third-party claim as to property damages, personal injury or death. Please see **Schedule 7** for more information.

12 LIMITATION OF LIABILITIES AND INDEMNITIES

12.1 To the maximum extent permitted by Applicable Laws, the Released Parties shall not be liable to you, your successors, heirs, assigns, personal representatives, and/or any other person or entity claiming through you, for any Losses, which refers to any and all claims, demands, liabilities, losses (including loss of income, earnings, profits, or opportunity), damages (whether direct, indirect, incidental, consequential, special, exemplary, or punitive), injuries (including personal injury or death), property damage, fines, penalties, costs, expenses (including legal costs and fees), and causes of action of any kind, whether in contract, tort, strict liability, breach of statutory duty, or otherwise, even if advised of the possibility of the same or if the same was reasonably foreseeable, arising out of or relating to:

12.1.1 your access to, use or attempted use of any Flexar Car, or any of its components, features, accessories, or configurations;

12.1.2 any accident, collision, incident, loss, theft, damage, breakdown, malfunction, or other event involving a Flexar Car;

12.1.3 your access to, use or attempted use of any Flexar Car, Designated Parking Space or Dedicated Parking Space, or any equipment, infrastructure, or facilities associated therewith;

12.1.4 your acts, omissions, misconduct, breach of the terms set out herein, or breach of Applicable Laws;

12.1.5 the acts or omissions of your passengers, invitees, or any other third-party associated with your use of the Flexar Services;

12.1.6 any damage to, loss of, or theft of your or your passengers' personal property; or

12.1.7 any unavailability, interruption, suspension, or error in the provision of the Flexar Services, including any technology, platform, or systems used in connection therewith.

12.2 You expressly waive any and all rights under Applicable Laws that may limit the scope of this release to the fullest extent permitted by law.

12.3 Without prejudice to the Clauses above, and to the maximum extent permitted by Applicable Laws:

12.3.1 Flexar's and its Affiliates' total aggregate liability to you for any Losses, whether arising under contract, tort, breach of statutory duty, or otherwise, in connection with this Terms and Conditions or your use of the Flexar Services, shall not exceed the total amount of Fees actually paid by you to Flexar in the twelve (12) months immediately preceding the event giving rise to your claim for such Losses.

- 12.3.2 Where you have maintained a Membership with Flexar for less than twelve (12) months at the time of the event giving rise to any claim for Losses, Flexar's total aggregate liability in this event shall not exceed \$1,000.
- 12.4 You agree to fully indemnify, defend and hold harmless the Released Parties from and against any and all losses, damages, costs, expenses, liabilities, claims, demands, actions or proceedings (including legal and professional fees on a full indemnity basis) arising out of or in connection with:
 - 12.4.1 your breach of any term of this Terms and Conditions;
 - 12.4.2 your use or misuse of the Flexar Services, including improper operation or parking of a Flexar Car;
 - 12.4.3 any infringement of third-party rights while using the Flexar Services;
 - 12.4.4 any claim brought by a third-party arising from injury, death or damage caused directly or indirectly by you or while a Flexar Car is under your control; or
 - 12.4.5 any violation of any Applicable Laws.

13 DISCLAIMERS

- 13.1 To the maximum extent permitted under the Applicable Laws, Flexar disclaims all warranties, conditions, representations or other terms, whether express, implied or statutory, including but not limited to, implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement.
- 13.2 Flexar makes no representation or warranty that the Flexar Car, Flexar App, or Flexar Services will meet your requirements or be suitable for your specific purposes, or that access will be uninterrupted, timely, secure, error-free, or free from computer viruses or similar harmful components.
- 13.3 All Flexar Cars and Flexar Services are provided strictly on an "as-is" and "as available" basis. You acknowledge that use of and access to the same is at your sole risk.
- 13.4 The Flexar App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications (including problems inherent to the mobile device or tablet you use to operate the Flexar App). We are not responsible for any delays, delivery failures, damages, or losses resulting from such problems.
- 13.5 We may include within the Flexar App, links to other websites or content on the internet that are owned or operated by third parties. Such third-party links are not under our control, and we are not liable for any errors, omissions, delays, inaccuracy or any other objectionable material contained in the content of, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content. You agree that your access to or use of such linked websites or content is entirely at your own risk.

14 ACCIDENTS, DAMAGE TO OR THEFT OF FLEXAR CAR

- 14.1 You are responsible for any and all loss of or damage to a Flexar Car and any third-party property (including other vehicles) arising:
- 14.1.1 when the Flexar Car is in your possession, custody or control; and/or
 - 14.1.2 during a Rental Period.
- 14.2 Your liability for such loss or damage shall be limited in accordance with **Schedule 7** to:
- 14.2.1 the Own Damage Excess, in respect of loss of or damage to the Flexar Car caused by accident, collision, or otherwise;
 - 14.2.2 the Third-Party Excess, in respect of loss of or damage to third-party property or Charge Points;
 - 14.2.3 the fair market value of the Flexar Car, in the event of theft of the Flexar Car;
 - 14.2.4 the fair market value of the Flexar Car, in the event of vandalism occurring after or in connection with theft of the vehicle; and/or
 - 14.2.5 the fair market value of the Flexar Car, in the event of vandalism unrelated to theft.
- 14.3 Notwithstanding any provision above, your liability shall not be limited in circumstances where:
- 14.3.1 the Insurance Cover does not apply, including but not limited to where you are in breach of the Terms and Conditions.
 - 14.3.2 the loss or damage arises from any prohibited use, including but not limited to those prohibited uses specified under Clause 7 above.
- 14.4 You acknowledge and agree that any liability for loss or damage under this Terms and Conditions is due and payable immediately upon demand by Flexar. Without limitation to the foregoing, you shall also be responsible for all associated costs, expenses, claims, and/or losses incurred by Flexar arising out of or in connection with the accident, damage, or theft, including:
- 14.4.1 loss of use of the Flexar Car;
 - 14.4.2 towing, storage, and/or impound fees; and
 - 14.4.3 an administrative charge for Flexar's internal costs relating to record-keeping, processing, claims management, and investigations.
- 14.5 All other amounts payable by you under this Clause are exclusive of GST, which shall be payable in addition where applicable.
- 14.6 In the event of an accident, breakdown or technical fault of the Flexar car such that it cannot be driven, you are required to immediately contact the Customer Experience Centre which will direct you on your next required course of action. You are required to stay with the Flexar Car until you are informed by the Customer Experience Centre of your next course of action, including until the EMAS or other tow truck has towed the Flexar Car to the nearest parking lot.

15 NOTICES TO MEMBERS

15.1 Members will be notified of charges, penalties, suspension or cancellation of Membership by way of written notice through one of the following means:

15.1.1 email to the email address provided by the Member during the Membership application process; or

15.1.2 registered post to the mailing address provided by the Member during the Membership application process.

16 PERSONAL DATA PROTECTION

16.1 Flexar collects, uses, discloses, and processes your personal data in accordance with the PDPA and its Privacy Statement is accessible at www.flexar.com.sg.

16.2 By selecting and signing up for a Flexar Membership, you acknowledge and consent to the collection, use, and disclosure of your personal data by Flexar, for the following purposes:

16.2.1 to verify your identity and eligibility for Membership;

16.2.2 to provide, manage, operate and administer your Membership and the Flexar Services;

16.2.3 to detect, investigate and prevent fraud, misconduct, unlawful or unsafe activity;

16.2.4 to respond to requests, queries, complaints or feedback from you;

16.2.5 to process insurance claims and cooperate with insurers, law enforcement agencies, government authorities or regulators in accordance with Applicable Laws;

16.2.6 to conduct market research or surveys to improve our services, and where permitted, send you direct marketing and promotional messages via SMS, email or push notifications delivered through the Flexar App (which you may opt out of at any time by contacting us at the contact details provided herein);

16.2.7 to enforce Flexar's rights under this Terms and Conditions and any other applicable terms and policies found on the Flexar App or Flexar Website; and

16.2.8 disclosure of your personal data to third-party service providers (including data hosting providers, insurers, payment processors and survey agencies) and government authorities, where reasonably necessary to achieve the above purposes.

16.3 To do the above, Flexar may collect the following types of personal data: name and contact information, identification documents (e.g., NRIC, driver's license), payment information (e.g., credit card details), and rental history and usage data.

16.4 Flexar will implement reasonable security measures to protect your personal data from unauthorized access, collection, use, disclosure, copying, modification or disposal.

- 16.5 You may withdraw your consent to the collection, use, and disclosure of your personal data at any time by contacting us at support@flexar.com.sg. Please note that withdrawal of consent may affect Flexar's ability to continue to provide the Flexar Services.

17 SERVICE INTERRUPTIONS

- 17.1 While Flexar uses its reasonable endeavours to make the Flexar Services available to you, the 24/7 availability of the Flexar Services is not guaranteed. As the Flexar Services are a self-service operation, Flexar shall not be liable to you for any loss or damage suffered by you should:

17.1.1 a Flexar Car, Designated Parking Space or Dedicated Parking Space be unavailable at any particular location; or

17.1.2 Flexar is incapable of honouring a reservation of a Flexar Car, Designated Parking Space or Dedicated Parking Space in the event of an occurrence outside of Flexar's control, such as another Member failing to return a Flexar Car at the end of their Rental Period or the parking of an unauthorised vehicle in the Designated Parking Space at the time reserved.

- 17.2 If, for any reason, any Flexar Services are Completely Unavailable to a Member holding a Paid Membership (if and when applicable) for a period as set out in **Schedule 3**, additional terms will apply as stated therein.

18 DISPUTE RESOLUTION AND GOVERNING LAW

- 18.1 This Terms and Conditions is governed by and construed in accordance with the laws of Singapore.

- 18.2 The parties hereby submit unconditionally to the exclusive jurisdiction of the courts of Singapore.

19 OTHERS

- 19.1 The Member acknowledges and agrees that ownership of the Flexar Cars and Flexar Car Accessories vests with Flexar at all times.

- 19.2 Nothing in this Terms and Conditions is intended to, or shall be deemed to establish any partnership, agency or joint venture between the Member and Flexar.

- 19.3 Only the Member and Flexar have rights under this Terms and Conditions. No other person shall have any rights under this Terms and Conditions.

- 19.4 The Member may not transfer or assign any of the Member's rights or obligations under this Terms and Conditions to any other person unless Flexar agrees to this in writing before any such transfer.

- 19.5 Flexar may transfer its rights and obligations under this Terms and Conditions to another organisation at any time. Flexar will notify you if it plans to do this.

- 19.6 The rights and remedies provided in this Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
- 19.7 No failure or delay by Flexar in exercising any right, power, or remedy under this Terms and Conditions shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any further exercise of the same or any other right, power, or remedy. For the avoidance of doubt, if you fail to comply with any obligation under this Terms and Conditions and Flexar does not immediately enforce its rights, Flexar may nevertheless enforce its rights at any later time.
- 19.8 The section headings in this Terms and Conditions are included for convenience only and shall not affect the interpretation of this Terms and Conditions.
- 19.9 If any of part of this Terms and Conditions is found to be invalid, void, or for any reason unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.
- 19.10 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement set forth herein.
- 19.11 Nothing in this Terms and Conditions shall limit or exclude any liability for fraud.

Schedule 1 – Eligibility Criteria

- 1 The Eligibility Criteria for applying for a Membership are as follows:
 - 1.1 you have the legal capacity to read, review, acknowledge and enter into this Terms and Conditions.
 - 1.2 you are at least 18 years old.
 - 1.3 you hold a valid Class 3, 3A, 3C or 3CA driving licence under the Applicable Laws.
 - 1.4 you hold a valid credit or debit card accepted by Flexar, for the entire duration of your Membership, including any renewals. Please refer to the list of accepted payment methods at the Flexar Website;
 - 1.5 you do not have any outstanding or overdue payments owing to Flexar, whether under a current or previous Membership, and you are not subject to any payment recovery proceedings initiated by Flexar; and
 - 1.6 you have the mental and physical capacity to competently, safely and lawfully operate a motor vehicle.
2. You shall not permit any other person, including those who may otherwise meet the Eligibility Criteria, to use your Account or the Flexar Services. Any such use shall be deemed unauthorised and shall be a material breach of the Terms and Conditions. In such an event, the Member shall not be eligible for Insurance Cover, and shall be solely responsible for bearing and be liable to Flexar for any penalties and/or Additional Fees that may be imposed by the relevant authorities and/or Flexar, arising out of and in connection with such breach of this Terms and Conditions.
3. All document verification for your Flexar Membership application shall be carried out solely via SingPass, and submission of such documents for verification through any other means shall not be accepted.

Schedule 2 – Rate Offers

- 1 The applicable Rate Offers and Rental Fees are subject to Dynamic Pricing for the relevant Rental Period and final rates are displayed on the Flexar App for acceptance prior to starting a rental.
- 1.1 Rental Fees are payable separately from and in addition to any Membership Fee (if any) and you may not set off any instalments of the Membership Fee against the Rental Fee. For the purposes of calculating the Rental Fees, any incomplete minutes in the Rental Period will be rounded up to the next full minute.
- 2 **[Intentionally Left Blank]**
- 3 Depending on rental demand, Flexar may impose a fee for the reservation of a Flexar Car or a Designated Parking Space or Dedicated Parking Space.
- 3.1 You can accept the fee and confirm the reservation fee at the time of making the reservation on the Flexar App. If you do not accept the fee, you can reject it and proceed to use the Flexar Services without the reservation.
- 3.2 All reservations of a Flexar Car, Designated Parking Space or Dedicated Parking Space will remain effective for a limited time stipulated by Flexar.
- 4 Depending on rental demand, Flexar may impose a Location Surcharge for rentals commencing from and/or ending at any current or future Designated Parking Stations. Any applicable Location Surcharge will be displayed on the Flexar App.
- 4.1 If both the Designated Parking Space or Dedicated Parking Space at which you commence your rental and the Designated Parking Space or Dedicated Parking Space at which you conclude your rental are designated as subject to a Location Surcharge, you will be charged a separate Location Surcharge for each such Station, in addition to any applicable Rental Fees. Such Location Surcharge(s), if any, are displayed on the Flexar App for acceptance prior to starting a rental.

Schedule 3 – Paid Membership

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Schedule 4 – Changing Membership Plans

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Schedule 5 – Termination For Cause

- 1 We may, in our sole and absolute discretion, immediately terminate or suspend your Membership without prior notice, upon the occurrence of any of the below events:
 - 1.1 you fail to make full payment of any Fees or any other amounts due and payable to Flexar when due;
 - 1.2 you fail to make payment within thirty (30) calendar days from the date of any reminder or demand issued by Flexar;
 - 1.3 you breach any provision of this Terms and Conditions, and such breach is either in the sole opinion of Flexar not capable of remedy or is not remedied within seven (7) calendar days from written notice by Flexar requiring remedy;
 - 1.4 you are involved in any accident, incident or conduct (including unsafe or inappropriate driving behaviour) which, in Flexar's sole opinion, renders you unsuitable to continue using the Flexar Services;
 - 1.5 you fail to make an accident report within twenty (24) hours of such accident or as required under the Applicable Laws. In such an event, your Membership will be temporarily suspended until a such report has been made to the satisfaction of Flexar, and Additional Fees under **Schedule 6** shall be imposed;
 - 1.6 you are at any time during a Rental Period uncontactable by Flexar;
 - 1.7 you engage in inappropriate, illegal, threatening, abusive, negligent or fraudulent conduct whether in relation to Flexar staff, agents, other Members or members of the public;
 - 1.8 you no longer meet the Eligibility Criteria;
 - 1.9 you provide any false, misleading, incomplete, or inaccurate information to Flexar in any context including during your application, Rental, in-vehicle usage, or accident reporting;
 - 1.10 you allow any other individual to access or use the Flexar Services or any Flexar Car using your Account or on your behalf, whether with or without your knowledge or consent;
 - 1.11 you misuse or abuse the Flexar Services in any manner contrary to this Terms and Conditions, including repeatedly cancelling or failing to commence rentals without valid reasons, or otherwise interfering with operational efficiency; and/or
 - 1.12 you are subject to any legal or regulatory restrictions which prevent you from operating a vehicle or continuing as a Member.

Schedule 6 – Additional Fees

1. In the event of any breach, violation, act, omission, or failure by you to comply with the terms of this Terms and Conditions, Flexar may, at its sole discretion, levy Additional Fees against you in accordance with this Contract.
 - 1.1. The imposition of Additional Fees is without prejudice to any other rights or remedies available to Flexar under this Contract, at law, or in equity, including but not limited to the right to suspend or terminate your Membership.
 - 1.2. In addition to suspending or terminating your current Membership, Flexar reserves the right to prohibit your future access to or use of any Flexar Services for such duration as Flexar may impose in its sole discretion.
 - 1.3. During any period of Membership suspension, and following termination of your Membership by Flexar due to your misconduct, breach, or omission, you shall remain liable for all Membership Fees (if any) and other applicable charges through the end of your then-current Membership Period and, where applicable, any subsequent Membership Periods that have been automatically renewed prior to the effective date of termination.
2. **Traffic Breaches and Fines:** You are solely responsible for any Traffic Breaches and shall be fully responsible for the payment of any Fines.
 - 2.1 In addition to suspending or terminating your current Membership, Flexar reserves the right to prohibit your future access to or use of any Flexar Services for such duration as Flexar may impose in its sole discretion.
 - 2.2 Flexar may, upon receiving notification of any offence, disclose your personal data to the relevant authorities as required by law. You agree to indemnify Flexar for any Fines incurred on your behalf, and Additional Fees will be charged to cover Flexar's administrative costs in processing such matters. You must notify the Customer Experience Centre within three (3) days of your receipt of any Fine.
 - 2.3 You agree that Flexar may, upon receiving notification of any offence, disclose your personal data to the relevant authorities as required by the Applicable Laws.
 - 2.4 You agree to fully indemnify Flexar for each ticket and fine which may be incurred by Flexar as a result of or in connection with any Traffic Breaches.
 - 2.5 You must pay Flexar the Additional Fees as specified in the table below for each ticket and fine issued to Flexar as a result of or in connection with any Traffic Breaches during your Rental Period to cover Flexar's reasonable administrative costs in handling receipt of such ticket and/or fine.
 - 2.6 If you cause a Flexar Car to be immobilised, clamped, or removed due to any Traffic Breach, you shall be deemed to have abandoned the vehicle for the purpose of this Terms and Conditions. You shall also fully indemnify Flexar for any fees or any other liabilities incurred by Flexar (for example, to the authorities or private operator of the relevant parking facility) as a result or in connection with the immobilisation or clamping of the Flexar Car.
3. The table below details each chargeable event and the Additional Fees associated per occurrence. For the avoidance of doubt, additional fees may be applicable

CHARGEABLE EVENT	ADDITIONAL AND OTHER FEES PER OCCURRENCE
<p>Failure to return the Flexar Car in accordance with the proper return procedure under this Contract (including, without limitation, failure to lock the Flexar Car, failure to turn off the headlights of the Flexar Car and failure to park at a Designated Parking Space or Dedicated Parking Space)</p>	<p>\$50</p> <p>If you fail to return a Flexar Car in accordance with this Contract, the Rental Period shall continue until the earlier of: (i) the return of the Flexar Car to a Designated Parking Space or Dedicated Parking Space; or (ii) recovery of the Flexar Car by Flexar or its agents.</p> <p>You shall continue to be charged Rental Fees during such extended Rental Period, subject to a maximum charge of \$500 for that Rental Period.</p> <p>In addition, you shall be liable for all towing, storage, and/or recovery costs incurred by Flexar, at a minimum fee of \$50.</p> <p>Without prejudice to the foregoing, you may also be subject to any fines, penalties, or enforcement actions imposed by the relevant authorities under Applicable Laws.</p>
<p>Abandonment of Flexar Car (i.e. leaving a Flexar Car unattended at any location other than a Designated Parking Space or Dedicated Parking Space, or failing to properly return the Flexar Car in accordance with the return procedures set out in this Terms and Conditions, whether or not the Member intends to retrieve the vehicle)</p>	<p>\$300</p> <p>An abandonment of a Flexar Car shall constitute a failure to return the Flexar Car in accordance with this Terms and Conditions and shall result in the continuation of the Rental Period until the earlier of: (i) the return of the Flexar Car to an a Designated Parking Space or Dedicated Parking Space; or (ii) recovery of the Flexar Car by Flexar or its agents.</p> <p>You shall continue to be charged Rental Fees during such extended Rental Period, subject to a maximum charge of \$500 for that Rental Period.</p> <p>In addition, you shall be liable for all towing, storage, and/or recovery costs incurred by Flexar, at a minimum fee of \$50.</p> <p>Without prejudice to the foregoing, you may also be subject to fines, penalties, or enforcement actions imposed by the relevant authorities under Applicable Laws.</p>
<p>More than 100 Flexar Car reservations without commencing Rental Periods per month, thereby abusing the Flexar Service</p>	<p>\$100</p>
<p>Loss of use</p>	<p>\$130 per day or part thereof</p>
<p>Submitting an inaccurate or false photograph at the end of the Rental Period</p>	<p>\$150</p>
<p>Transporting a live animal in a Flexar Car without the express authorisation from Flexar</p>	<p>\$150</p>
<p>Refuelling the Flexar Car with the wrong type of fuel</p>	<p>\$200</p> <p>In addition to the Additional Fees above, the Member shall be responsible for the full cost of any repairs or replacement of</p>

	damaged components caused by such refueling, which will be charged in full to the Member.
Failure to maintain minimum vehicle charge/fuel level in Flexar Car at any time during the Rental Period	\$200 In addition to the Additional Fees above, the Member shall be responsible for the full cost associated with recovery, including but not limited to towing, roadside assistance, vehicle transport, refuelling or recharging services, administrative fees, and any third-party costs reasonably incurred.
Submitting an untrue, false, or purposefully misleading damage report	\$100
Submitting an untrue, false, or purposefully misleading cleanliness report	\$100
Failure to return Flexar Car Accessories at the end of the Rental Period	\$80
Damage to the Flexar Car's dashcam or any accessories attached to or in the vicinity of the dashcam	\$380
Parking in a Dedicated Parking Space reserved by another Member	\$50
Failure to: (i) immediately report any accident involving the Flexar Car with the approved reporting centre as set out in the Flexar App or as made available in the Flexar Car; (ii) immediately report any <u>incident</u> (including, without limitation, any damage detected to the Flexar Car before you start your Rental, theft or vandalism of the Flexar Car) to Flexar via the Flexar App with full details of the same; and/or (iii) lodge a complete accident report within 24 hours of such accident or as required by Applicable Laws.	\$500 In addition to the Additional Fee above, your Membership shall be terminated immediately, and you shall not be permitted to re-apply or re-subscribe to use the Flexar Services or for Membership for a period as determined by Flexar at its sole discretion, commencing from the effective date of termination. In addition to the above, you shall also be liable for any penalties that may be imposed by the relevant authorities under the Applicable Laws. In the event where Members do not file the mandatory accident report within the required timeframe, the Insurer may reject or repudiate insurance coverage for the incident, and all subsequent claims related to the case. In such cases you may become fully liable for all losses, damages, costs, and expenses arising out of or in connection with the incident. Furthermore, you will also be liable for all repairs and losses incurred in relation to the Flexar Car.

<p>Using the Flexar Services without a valid driving licence</p>	<p>\$300</p> <p>In addition to the Additional Fee above, your Membership shall be terminated immediately, and you shall not be permitted to re-apply or re-subscribe to use the Flexar Services or for Membership for a period as determined by Flexar at its sole discretion, commencing from the effective date of termination.</p> <p>In addition to above, you may also be subject to any penalties that may be imposed by the relevant authorities under Applicable Laws.</p>
<p>Using the Flexar Services while under the influence of alcohol, drugs, medication, or any other legal or illegal substance that might alter or impair your ability to safely and lawfully operate the Flexar Car</p>	<p>\$300</p> <p>In addition to the Additional Fee above, your Membership shall be terminated immediately, and you shall not be permitted to re-apply or re-subscribe to use the Flexar Services or for Membership for a period as determined by Flexar at its sole discretion, commencing from the effective date of termination.</p> <p>In addition to above, you may also be subject to any penalties that may be imposed by the relevant authorities under Applicable Laws.</p>
<p>Material omission or providing incorrect details (such as incorrect age or incorrect identification number or incomplete address), during the Membership application process</p>	<p>\$100</p> <p>In addition to the Additional Fee above, your Membership shall be cancelled immediately, and you shall not be permitted to re-apply or re-subscribe to use the Flexar Services or for Membership for a period to be determined by Flexar in its sole discretion.</p> <p>In addition to above, you may also be subject to any penalties that may be imposed by the relevant authorities under Applicable Laws.</p>
<p>Failure to cooperate with any request for information or assistance from you by Flexar or repeated failure to do so.</p>	<p>Suspension or termination of Flexar Membership at Flexar's discretion.</p> <p>In addition to the above, you may also be subject to any penalties that may be imposed by the relevant authorities under Applicable Laws</p>
<p>Threats, insults, violence, or profanity, directed at Flexar personnel.</p>	<p>\$1000</p> <p>Suspension or cancellation of Flexar Membership at Flexar's discretion.</p> <p>In addition to the Additional Fee above, Flexar reserves the right to commence legal proceedings against you.</p>
<p>Flexar Car is impounded as a result of breach of any Applicable Laws by a Member</p>	<p>\$1000</p>
<p>Flexar Car is returned in an unclean state at the end of the Rental Period (including, without limitation, soiling the interior of the Flexar Car with cigarette ashes,</p>	<p>\$150</p> <p>The Additional Fee above is inclusive of cleaning charges that will be incurred by Flexar.</p>

food wrappers, used cups and pet fur)	
Failure to comply with Applicable Laws resulting in a notice of an offence or a fine being issued to Flexar by the relevant authorities during the Rental Period	\$30 In addition to the Additional Fee above, your Membership may be suspended or cancelled at the sole discretion of Flexar. In addition to the above, you may also be subject to any penalties that may be imposed by the relevant authorities under Applicable Laws.
Usage of Flexar Car by a person other than the Member, as determined by Flexar's personnel or relevant authorities	\$300 In addition to the Additional Fee above, your Membership will be cancelled immediately unless specific circumstances notified to and acceptable in Flexar's sole discretion apply. If your identity had been compromised, Flexar may consider not cancelling your Membership. However, this exception will only apply if you notified us of complete details of such incident prior to its occurrence and you provide Flexar with a copy of a timely police report filed in respect of such incident. You shall not be permitted to use or access the Flexar Services for a period of 6 months from the date of the cancellation of Membership.
Leaving the Flexar Zone	\$500 In addition, you shall also be liable for applicable towing fees of no less than \$50.
Failure to update Payment Card information where such Payment Card has been cancelled, expired or otherwise rendered ineffective	\$30

4. **Lost and Found:** During the rental period, any lost and found items will be handled as follows:
- 4.1 Pursuant to Clause 7.3, Members are entitled to complimentary rental minutes, as determined by Flexar, to visually inspect the exterior and interior of the Flexar Car upon first access. As such, after the conclusion of a Rental Period, Members should initiate a new rental and use these complimentary minutes to retrieve any lost items.
- 4.2 In the event that a lost item is not retrieved within the period specified in Paragraph 4.1 above, all lost items shall be reported to, and surrendered at, Kampong Glam Neighbourhood Police Centre within seven (7) days of the item's retrieval from the vehicle and Members shall be entitled to retrieve their lost items directly from Kampong Glam Neighbourhood Police Centre commencing seven (7) days from the date the lost item was reported.
- 4.3 For the avoidance of doubt, Flexar shall bear no liability for any loss or damage to any such items. It is the sole responsibility of the Member to ensure that all personal belongings are removed from the Flexar Car prior to the conclusion of the Rental Period.

Schedule 7 – Insurance

- 1 Flexar Cars are covered by a motor policy which excludes all aviation liability (including any third-party claims) and damage to aircraft.
- 2 Flexar maintains third-party liability insurance for itself consistent with the minimum standard of insurance cover required by law as follows:
 - 2.1 unlimited for death or bodily injury to any person in any one accident; and
 - 2.2 up to a limit of Singapore dollars five million (S\$5,000,000) per claim or a series of claims resulting from one event for damage to property resulting from the accident. For the avoidance of doubt, in the event that a claim or a series of claims resulting from one event for damage to property resulting from the accident exceeds Singapore dollars five million (S\$5,000,000), you will not be covered for such additional amount.
- 3 You acknowledge and agree that the Insurance Cover may not cover in whole or in part, your liability to Flexar or to a third-party, including for damage to the Flexar Car, damage to a Designated Parking Space or Dedicated Parking Space, injury to you, injury to other people, and/or damage to or loss of your property or a third-party's property, and that despite the Insurance Cover, you may be liable directly to Flexar and/or any third-party to whom you have caused damage, injury or loss through your use of the Flexar Services. For the avoidance of doubt, the Insurance Cover does not cover any damage to or loss of your property through your use of the Flexar Services.
- 4 Moreover, you acknowledge and agree that the Insurance Cover will not cover you in the following cases, including, without limitation:
 - 4.1 the Flexar Services accessible under a Member's Membership is used by any other person other than that Member;
 - 4.2 the Flexar Services are used without a valid or effective driving licence as required under this Terms and Conditions;
 - 4.3 the Flexar Car is operated while the Member is under the influence of drugs or alcohol, or any other substance that impairs driving ability;
 - 4.4 where the Flexar Car is taken outside of the Flexar Zone;
 - 4.5 where the Flexar Car was used to participate in automobile races, rallies, trials or any other competitive event, or where the Member otherwise uses the Flexar Services in a manner not in accordance with the Contract;
 - 4.6 where the Member makes a false or misleading statement to the Insurer; and
 - 4.7 the Flexar Services are used by anyone who is trying to hurt themselves or commit suicide.
- 5 You further acknowledge and agree that the availability of a claim under the Insurance Cover, whether to you or to any third-party (including any passenger in a Flexar Car operated by you), does not affect Flexar's right to bring a claim against you for any damage caused by your breach of this Terms and Conditions, the applicable insurance documentation, and/or Applicable Laws, except as expressly set out in the terms herein.

- 6 Without limiting any of the Clauses above, Flexar reserves the right to bring a claim against you for any loss or damage it suffers in connection with a Flexar Car during a Rental Period where such loss or damage arises from or in connection with any of the following:
 - 6.1 any breach by you of this Terms and Conditions;
 - 6.2 any unlawful activity undertaken by you;
 - 6.3 any misrepresentation made by you, whether to Flexar, the Insurer, in any accident report, insurance claim, or police report;
 - 6.4 improper use of the Flexar Car, including but not limited to the transport of flammable materials, explosives, or the use of the Flexar Car for hire or for any other commercial purpose;
 - 6.5 wilful damage to the Flexar Car;
 - 6.6 use of the Flexar Car by any person other than you; and/or
 - 6.7 failure to lock the doors, windows, or boot of the Flexar Car when it is unattended to or unoccupied.
- 7 Flexar reserves the right, at any time and without prior notice to you, to modify the Insurance Cover, provided that any such modification complies with the minimum insurance requirements prescribed under Applicable Laws for operating a vehicle on public roads in Singapore.
- 8 In the event of any payment under the Insurance Cover, Flexar and/or its Insurer shall be entitled to all rights of recovery from any third-party against whom the person receiving the payment may have a claim. You must sign and deliver to Flexar and/or its insurer all documents reasonably requested in relation to such recovery, cooperate fully in any recovery action, and do nothing to prejudice the rights of Flexar or its Insurer.
- 9 When a person has been paid damages under the Insurance Cover and also recovers from another party such damages, the amount recovered from such other party shall be held by that person in trust for Flexar and its Insurer and such amount shall be reimbursed to Flexar and its Insurer accordingly.
- 10 Flexar and its insurer may seek subrogation, which is reimbursement from you in the event that you are at fault for an accident for which Flexar or its insurer has provided payments to a third-party for damages or injuries sustained by that third-party.
- 11 In the event of a collision, accident or incident resulting in injury to any third-party or damage to third-party property, you are strictly prohibited from entering into any settlement agreement or other arrangement with any third-party and/or admitting liability, making any offer of payment, or otherwise prejudicing the interests of Flexar or its Insurer. Any such action may result in the Insurance Cover being denied or limited. You shall be personally liable for all resulting losses, damages, liabilities, and costs incurred by Flexar and/or its insurer arising from any unauthorised settlement or admission of liability.
- 12 You agree to ensure that you and your passengers provide full co-operation to Flexar and its insurer, including giving all information, documents and help that Flexar and its insurer may

need, attending interviews and investigations, providing statements, and/or assisting in and attending any court or dispute proceedings. If you and your passengers fail to do so, the Insurance Cover may not apply.

- 13 In addition to any amounts payable by you under this Contract or not covered by the Insurance Cover, Flexar reserves the right to impose an administrative charge of 10% of the monetary value of the total Claim or repair cost. This charge is intended to cover internal processing, coordination, and administrative handling of the incident, and may be applied regardless of whether the Claim or repair is covered under the Insurance Cover.
- 14 The **Excess**: Where, during a Rental Period, the Flexar Car is damaged and/or if any injury or damage is caused to third-party persons or property (including, without limitation, damage arising out of or in connection with a road traffic collision or accident) the Member shall pay to Flexar the applicable Excess for each incident.
- 14.1 The Excess(s) payable is set out in the table below. Until payment of the applicable Excess(s) is received, the Member is suspended from using the Flexar Service.

Own Damage Excess (in relation to damage caused to a Flexar Car)

APPLICABLE EXCESS	AMOUNT DUE
Members who are 22 years of age or older <u>AND</u> with minimum two (2) years driving experience	S\$3,000
Members who are below 22 years of age <u>AND/OR</u> with minimum one (1) year driving experience	S\$5,000
Members who are below 22 years of age <u>AND/OR</u> with less than one (1) year driving experience	S\$8,000

Third-Party Excess (in relation to claims paid or to be paid by Flexar or the Flexar Insurer, to third parties for personal injury, property damage or otherwise)

APPLICABLE EXCESS	AMOUNT DUE
Members who are 22 years of age or older <u>AND</u> with minimum two (2) years driving experience	S\$3,000
Members who are below 22 years of age <u>AND/OR</u> with minimum one (1) year driving experience	S\$5,000
Members who are below 22 years of age <u>AND/OR</u> with less than one (1) year driving experience	S\$8,000

- 14.2 For the avoidance of doubt, any Own Damage Excess and/or Third-Party Excess payable herein is in addition to (and not in lieu or in substitution of) any administration fees or any other fees that may be payable by you to Flexar under this Terms and Conditions or otherwise.
- 14.3 All Excess charges are subject to applicable GST.
- 14.4 In the event you fail to make payment for the applicable Excess, Insurance Cover may be ineffective.
- 15 **CDW**: If the Member elects to purchase the optional CDW, the CDW fee shall be charged at the rate displayed in the Flexar App and shall be calculated on a per-minute basis for the duration of the Rental Period.

- 15.1 For the avoidance of doubt, if CDW is purchased, the Member's liability for damage shall be limited to the applicable Excess amount per incident, as set out in the Flexar App. If no CDW is purchased, the Member shall remain liable for the full cost of all damage, loss, and associated charges, without limitation to the Excess.
- 15.2 The CDW does not cover any loss of use charges, administrative fees, or any other ancillary charges arising from damage to the Flexar Car.
- 15.3 Where damage to the Flexar Car is not reported during the Rental Period, the CDW shall not apply, and the Member shall be liable for the full cost of damage, loss, and associated charges, without limitation to the Excess.
- 15.4 Vouchers, promotional credits, or discounts may not be used to offset or pay any portion of the CDW fee.