

Terms of Service

PLEASE READ THE PRESENT TERMS OF SERVICE ATTENTIVELY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS, REMEDIES, AND OBLIGATIONS. THE TERMS OF SERVICE INCLUDE DIFFERENT LIMITATIONS AND EXCLUSIONS, AS WELL AS OBLIGATIONS RELATIVE TO THE LAW AND APPLICABLE REGULATIONS.

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Key terms

"Car": means a car without a driver

"Listing": means a listing of a Car or several Cars that is published by an Owner as available for rental via the Website, Application and Services.

"Member": means Users that registered to the Website, Application and Services and accepted the TOS.

"Owner": means an individual or a legal entity or car owner that owned cars and legally owned who would like to rent a Car without a driver.

"Renter": means an individual who would like to rent a Car for a short period of term as the main driver.

"User": means an individual or legal entity using the Website, Application or Services.

"Drivemate", "we", "us" or "our": Drivemate, company with a capital of THB 1,000,000 located at 1168 Wasutha building Rama 9 road Suanluang Suanluang Bangkok 10250, and registered with the companies register in Bangkok under number 0105556190983.

Key terms

Drivemate offers an online platform intended to facilitate contact (henceforth, collectively, the 'Services') between, firstly, the individuals or legal entities who would like to rent a Car without a driver (henceforth, the 'Owner') and, secondly, the individual who would like to rent a Car for a short period of term as the main driver (henceforth the 'Renter'). These services are accessible via the Internet website named 'Drivemate', which is accessible via the address www.drivematethailand.com (henceforth the 'Website') and as a mobile phone application entitled 'Drivemate' (henceforth the 'Application').

The Owners, Renters, and more generally all entities using the Website, Application or Services are designated as the 'Users'. The Users and Drivemate are together designated as the 'Parties'. The 'Member's Area' refers to the private area of the Website reserved for each User after subscribing to the Website and accepting these Terms Of Service (henceforth the 'TOS'). It is accessible via connection with the Identification Codes, pursuant to Clause 4.2.

2. Subject and contractual documents

The objective of the present TOS is to define the terms and conditions through which the Users access and use the Services.

The TOS regulate neither the relationships between the Owners and the Renters, nor, under any circumstance, the rental contract the Owners and the Renters may enter into. Drivemate is not, under any circumstance, a part of the rental contract entered into by the Owner and the Renter. Drivemate does not rent any Car, either through the Website or by other means.

The User declares to have received, in advance of access and of use of the Service, all information and technical characteristics necessary to him or her. The User may only use the Service subject to acknowledging and accepting the TOS upon subscription to the Website.

The TOS express the entirety of the agreement between the Parties with respect to the Services at the date of which the User accesses and uses the Service. Only the TOS bind the Parties and are legally enforceable. Any other documents, especially those published on the Website, only serve as informative material and cannot be invoked against Drivemate.

Drivemate is only the website that provide technology for car Owner and Renter

3. Amendment

Drivemate reserves the right, at its sole discretion, at any time and without warning, to amend the Website, the Application or the Services or to amend the present TOS, including the Financial Conditions of the Service.

If we amend the present TOS, we shall publish the amendment on the Website or via the Application and send an amendment notification to the Member by email at least 30 days prior to the effective date of the amendment. We shall also update the 'Date Last Updated' at the top of the TOS. If the Member does not object to the revised version of the TOS within 30 days after receipt of the amendment notification, the revised version of the TOS will be deemed to be accepted. We will inform the Member in the amendment notification about his or her right to object and the significance of the 30-days deadline. If the Member objects, we will be entitled to terminate the TOS immediately and to cease providing the Services to the Member.

The TOS accessible online on the Website supersede any previous versions.

4. Terms of Access to the Service

4.1. Subscription to the Website and access to the Service

The Service is only accessible to, and shall only be used by, the Users subscribed to the Website. In order to be able to subscribe to the Website and access the Services, Users must meet the following cumulative conditions:

For the Owner:

- Subscribing to the Website under his or her true identity and having provided his or her true home address;
- Having given a telephone number by which the Owner is indeed reachable (excluding prepaid phone cards) ;
- Being 18 years or older (if the Owner is an individual) ;
- Shall not have created more than one Member Area on the Website;
- Shall offer to rent only Cars that he or she is and remains the owner of during the duration of the rental or for which he or she justifies his or her authorization to rent the Car with specific authorization from the owner;
- Shall offer to rent only Cars that respect all insurance conditions listed below.
- Shall only offer to rent Cars in accordance with legal requirements and regulations, whose maintenance recommended by the constructor has been completed and whose safety equipment are, to his or her knowledge, in pristine condition, especially the tyres, brakes, headlights and brake lights, steering, safety belts, as well as the presence of all required safety equipment in the country where the Car is rented;
- Shall only offer to rent Cars which have passed routine inspections.
- Shall only offer to rent Cars which are covered by a third party liability insurance and by all other insurances that are mandatory under the laws of the country where the Car is rent.
- Shall install GPS by Drivemate Suppliers only for the highest security issue. (If Owner insisted to use their own GPS, Drivemate won't be responsible for any loss.
- Shall only offer to rent Cars for which the Owner has at least two keysets allowing to open and start the Car.
- Shall use the rental and borrow agreement provided by Drivemate only
- Shall provide true, exact, complete, and updated information in his or her Car listing;
- Shall not have been the object of complaints from other Users or from Drivemate;
- Shall have accepted the present TOS.

For the Renter:

- Subscribing to the Website under his or her true identity and having provided his or her true home address;
- Having given a telephone number by which the Renter is indeed reachable (excluding prepaid phone cards) ;
- Shall be 21 years or older
- Shall not have created more than one Member Area on the Website;
- Shall have a driving license not expired.
- Shall have a valid mean of payment;
- Shall not have been in default with his or her payment obligations under the TOS (or a previous version of the TOS) or responsible for any chargebacks or cancellations of payments made under or in connection with the TOS (or a previous version of the TOS) ;
- Shall not have committed, with a Car rented from the Website, a traffic violation which constitutes a criminal act or more than two material traffic offences;
- Shall not have been found guilty for committing a traffic accident within the last two years;
- Shall not have had his or her driving license revoked over the last two years;

- Shall not have been refused automobile insurance or have been subject to automobile insurance cancellation over the last three years;
- Shall not have been the object of complaints from other Users or from Drivemate;
- Shall not be medically incapable of driving;
- Shall be and shall remain the main driver of the Car;
- Shall rent only one car at a time. If he wants the new car, he must return the car in the good condition first.
- Shall have accepted the present TOS.

4.2. Confidentiality of Identification Codes

Upon subscription to the Website, the User creates a Member Area and a connection ID (which corresponds to his or her email address) and an associated password (henceforth the 'Identification Codes'). The Identification Codes are personal, confidential, nonmarketable and nontransferable.

The User shall keep his or her Identification Codes secret and shall not divulge his or her Identification Codes in any way. If the User's Identification Codes are lost or divulged, the User shall inform Drivemate right away. Drivemate shall then proceed to cancel and/or update the lost Identification Codes immediately.

The User is fully responsible for the use made of his or her Identification Codes, including when lost, used by a third party or divulged, until the User has effectively notified Drivemate of the loss, third party access or divulcation of the Identification Codes.

5. Availability of the Website and of the Service

The User shall access the Website via the public URL www.drivematethailand.com. In order to access the Service, the User shall connect to the Website and input his or her Identification Codes.

The Website and the Service are accessible 24 hours a day, 7 days a week, except in the event of a force majeure or the occurrence of an event beyond Drivemate's control and desire, and subject to eventual outages or maintenance interventions and updates necessary for the proper functioning of the Website and the delivery of the Service. The User is in full knowledge that the Website and the Service may be suspended at any moment, without warning and without any damages due to the User whatsoever, in order to perform the maintenance and updates.

Drivemate is not, under any circumstance, responsible for an unperformed rental in the event of the inaccessibility of the Website or of a part of the Website, including when such inaccessibility results from Drivemate's activity on the Website.

If a dysfunction or an anomaly were to hinder the proper functioning of the Website or the delivery of the Service, Drivemate shall perform the acts necessary to reestablish the Website and/or the Service in the shortest possible time.

Customer assistance for the use of the Website and the Service by email and by telephone in the event of an emergency is available through the contact information in the 'Contact and opening hours of customer service' section. Any problem relating to the User's Internet access or IT material is not covered by customer assistance.

6. How the Website, the Application, and the Service work

The Service provided by Drivemate via the Website includes, indivisibly:

- The publication of Listings for Cars for rent for the benefit of the Owner;
- Facilitating contact between an Owner and a Renter;
- The subscription by Drivemate to insurance for the benefit of the Owner and the Renter;

6.1. Listings for Cars for rent As a User, you can create Listings of Cars. To create a Listing, you shall be asked multiple questions about the vehicle involved, including in particular, its location, age, characteristics, availability, price, and the afferent terms and conditions. The Listings shall be made public via the Website, the Application, and the Service. Other Users shall be able to reserve your Car via the Website, the Application or the Service based on the information in your Listing. Cars eligible to be in a Listing must fulfil all of the following requirements:

- Vehicle has four wheels (vehicles with two or three wheels are not accepted).
- Vehicle can transport less than 14 people including the driver (busses are not accepted, Van can be accepted).
- Car registered in Thailand

You understand and accept the following: as soon as the User requests the reservation of your Car, you may no longer ask that the User pay a price higher than the price indicated on the reservation request. You acknowledge your responsibility for the Listings that you publish. Therefore, you declare and guarantee that any Listing that you publish and that any rental by a Renter of an advertised Car that you published do not violate any agreement that you may have concluded with a third party. Drivemate shall not be held liable for a violation of any agreements between the Renter and a third party, a violation of any other obligations owed by the Renter to a third party or a violation of applicable laws, rules, and regulations caused by the publishing or rental.

Drivemate reserves the right, at any time and without prior warning, to withdraw or to cancel access to any Listing for any reason, including Listings that Drivemate, by its sole discretion, considers disputable for any reason, such as not being in accordance with the present TOS, or as being damaging for the Website, the Application or the Service.

If you are an Owner, Drivemate makes certain tools available to you in order to help you to make enlightened decisions about the Users who wish to rent your Car. You acknowledge and accept that, as Owner, you are responsible for your own actions and omissions. If you are an Owner, Drivemate makes certain tools available to you in order to help you to make enlightened decisions on how much you should charge for the rent of your Car. You acknowledge and accept that Drivemate does not, at any time, have a hand in your choice of the price at which you rent your Car, and that you are responsible for the choice of the price at which you rent your Car.

Drivemate reserves the right to remove an listing, especially if the listing presents an absurdly low rental price. Minimum rental prices are provided for under Article 7.

6.2. Absence of approval

Drivemate does not act as guarantor for any User or Car. The present TOS stipulate that Users shall provide accurate information, and, although Drivemate may undertake verification and other supplementary proceedings in order to verify or check Users' identities or histories, we shall not make any declaration, confirmation, or approval regarding Users, their identities, or their backgrounds.

When you use the Website, the Application or the Service, you accept that any desired legal remedy or responsibility, following other Users' or third party's acts or omissions, are limited to complaints against the Users or other third parties at the origin of the damage suffered. You accept to not attempt to find Drivemate liable and to not seek remedy from Drivemate, for any such acts or omissions.

6.3. Contact between Owner and Renter

The Renter accesses Listings published by the Owners directly on the Website, via the access and search tools made available to him or her. The Renter may contact the Owner so as to request further information by email. Once the Renter has identified the Car suitable to him or her, the Renter may, according to his or her preference:

1. Make a prepaid request.

In this case, the Renter makes a prepayment authorization with his or her own mean of payment via the Website. The Owner is notified by email of the prereservation of his or her Car. He or she decides, at his or her sole discretion, if he or she accepts or refuses the rental:

- If the Owner accepts the rental, the rental is then confirmed to the Renter and the prepayment is debited;
- If the Owner rejects the rental, the Renter is notified by email and his or her mean of payment is not charged the price of the rental.

or

2. Simply send a request to the Owner.

In this case, the Owner is notified by email about the reservation request and decides, at his or her sole discretion, if he or she accepts or rejects the rental:

- If the Owner accepts the rental request, the Renter is notified by email and shall make the payment for the rental; The payment shall imperatively be made by the Website, by the intermediary of Drivemate; The rental is confirmed when the payment is made and the Owner has received email confirmation as such;
- If the Owner rejects the rental, the Renter is notified by email.

Drivemate transfers 70% of the rental price to the Owner pursuant to the conditions provided for in Article 7. After the return of the Car to the Owner, the Users may evaluate one another on the Website. Users may also evaluate one another in the event of a cancelled rental. Drivemate is not, under any circumstance, responsible for the evaluations made by Users. Nevertheless, Drivemate reserves the right to remove any evaluation made by a User that is found not to be in conformity with the present TOS, or that is found to be disrespectful to another User.

The proceedings of a rental after establishing contact between Users are described in further detail in Article 10.

6.4. Insurance policy and rental rules

Drivemate has subscribed to a comprehensive insurance policy that allows Users to benefit from insurance coverage during the rental, as provided by the insurance laws of Thailand. In the event

a User causes by his behavior an insurance lapse, he does understand that he will be held responsible of all incurred costs and consequence of the insurance lapse.

The Renter may subscribe to additional insurance policies in order to reduce the amount of the deductibles provided for under Article 6.5. Subscription conditions for this additional insurance policy for 'deductible reduction' are available on the Site. Only short term rentals are insured by our insurance policy. Rentals shall never exceed 31 days. In the event the Owner and the Driver accept to extend a rental beyond the 31 day limit, they must meet and sign a new rental agreement together. The total duration of such following rentals shall never be superior than 3 months altogether, without the Owner getting back his car. Not respecting these duration conditions will cause automatically an insurance lapse.

The insurance policy is automatically acquired once payment for the rental is made, with no other formality being necessary, insofar as the following cumulative conditions are adhered to:

- The Renter shall pay the totality of the rental with a payment method in his or her name via the Website;
- The model rental Agreement filled out by Drivemate with the specific information of the rental shall be duly filled out and signed by the two Parties and sent to Drivemate in the event of loss or damage.

For each confirmed rental, a specific rental contract shall be made downloadable in the 'My rentals' section of the Member Area by clicking on the 'Rental contract' tab of the rental in question.

- Renter shall physically show his or her credit card or payment reference to the Owner before picking up the Car. The Owner shall verify that the credit card or payment reference number is indeed issued to the surname and first name of the Renter and that the numbers on the credit card correspond to those used for the payment made on the Website (eight numbers of the credit card used for the payment are already filled in on the specific rental agreement for the rental) ;
- The entire rental price shall be paid through the intermediary of the Website. If this is not the case, the rental is not covered by the insurance policy.
- The identity of the Renter and the Owner, the description of the Car, the dates and times of the start and end of the rental, shall imperatively correspond to the information provided by the Users on the Website;
- In the event that drivers in addition to the main driver are supplemented, the identity of these additional drivers (surname, first name, date of birth) as well as the reference of their driving license (license number and date of first registration) shall have been mentioned on all rental contracts
- Any rental extension shall be made on the Website or the Application and shall be subject to an additional rental contract. If this is not the case, the rental shall not be covered by the insurance policy offered by Drivemate during the whole rental extension period;
- The Car shall be covered by an insurance policy subscribed to by the Owner (third party insurance at the very minimum, 'parking' or 'garage' insurance policies are not sufficient) in addition to the insurance coverage offered by Drivemate;
- The Car shall be in conformity with all legal requirements and regulations; Maintenance recommended by the constructor shall have been conducted and all safety equipment shall, to the Owner's knowledge, be in pristine working condition, especially the safety equipment listed in the Article 4.1 above.

The details of the guarantees provided and the coverage conditions may be accessed on the Site. For the Owner to benefit from the comprehensive insurance coverage, he must send to Drivemate a valid notice of claim in the 5 days following the end of the rental. All claims received after this limit will not benefit from the comprehensive insurance coverage.

According to the insurance policy, the insurance coverage further requires that the following conditions are also fulfilled:

- The Car shall be a passenger Car;
- The Car must be owned by a physical person;
- The Renter shall be 21 years of age or older.
- The Renter shall have driving license
- The Car shall only circulate Thailand.
- The Car shall only be used for private use and not for professional use;
- Transporting passengers for a fee is prohibited.
- Car sharing, defined as the conjoined and arranged use of a Car by a nonprofessional driver and one or more third party passengers with the aim of a nonprofit trip, whereas the cost of the trip may be shared between the driver and the third party passenger(s), is tolerated. Insurance coverage begins upon pickup of the Car by the Renter (date and time indicated as per the rental contract) as long as the pickup does indeed occur during or after the first half day of the rental reservation on the Site, the Application or Services.

Insurance coverage ends upon until 16.30 of the rental day finished. Therefore, the Renter must reserve for 1 more day to make sure that the Insurance is not finished before return the Car. If the Insurance has finished all the Insurance does not cover in any conditions.

If the Renter takes the Car before the first half day of the rental or returns the Car after the last half day of the rental, the insurance does not cover the rental, even in the event of damage or loss occurring during the rental period. Half days of rentals cover the following periods: 'before 12pm' corresponds to a half day from midnight to 11:59 am, 'after 12pm' corresponds to a half day from midday to 11:59 pm.

For example, for a rental reserved from Monday before 12pm to Tuesday after 12pm the next day: • The Renter may pick up the Car as early as Monday at midnight and shall imperatively return the Car before Tuesday at 11:59 pm.

- The Renter may not pick up the Car before Monday at midnight, i.e. on Sunday evening. If he or she does so, he or she shall not be covered by the insurance policy even in the event of loss or damage occurring on Monday or Tuesday.

- The Renter may not return the Car after Tuesday at 11:59 pm, i.e. on Wednesday morning. If he or she does so, he or she shall not be covered by the insurance policy even in the event of loss or damage occurring during the rental period.

In the event of a late return of the Car by the Renter, the Owner or the Renter shall imperatively extend the rental on the Website, or if such an extension is not possible, the Owner or the Renter shall contact Drivemate Customer Assistance (by way of the contact information indicated in the 'Contact and opening hours of customer assistance' section) before the end of the rental so as to request an extension of insurance coverage.

In the event of loss or damage (i.e.: traffic accident or car theft), the Renter shall notify the Owner and Drivemate immediately by way of an email to Customer Assistance by way of the contact information indicated in the 'Contact and opening hours of customer assistance' section. If someone is injured or if the situation represents a risk, the Renter shall notify the competent national authorities right away.

In any case, the Renter has a maximum of 5 working days from the date of the loss or damage to declare the loss or damage to Drivemate customer service, by sending an email by way of the contact information indicated in the 'Contact and opening hours of customer assistance' section. Otherwise, the insurance (and the deductible reduction) shall not cover the loss or damage and the Renter shall be liable for all costs and charges. The Renter shall not await the end of the rental to declare his or her loss or damage.

7. Financial conditions

Access and subscription to the Website, as well as searches, perusal, and publication of rental listings are free of charge.

7.1. Rental price

The rental price is comprised of a price per day of rental.

The rental price is freely determined by the Owner, so far as the daily rental price (deductible reduction insurance excluded) is not less than:

- For Cars less than 10 years old:
 - o THB590 per day of rental for Car in group 5
 - o THB990 per day of rental for Car in group 4
 - o THB1,190 per day of rental for Car in group 3;
 - o Others case by case

Drivemate does not check daily rental prices, in order to allow Users to be flexible in managing exceptional circumstances. It is the User's responsibility not to go any lower than these minimums. Drivemate reserves the right to cancel any rental below these thresholds or, if the rental has already begun, to suspend the payment to the Owner until the situation has been regularised.

The Renter bestows upon Drivemate a mandate to collect the different sums (Rental Price, Compensation and Penalties) on behalf of the Owner.

7.2. Drivemate Commission

Drivemate receives a commission of 30% (before deductible reduction insurance) that applies to the total rental price calculated at the end of the rental. Drivemate commission is collected following these rules: • Drivemate collects the entirety of the transaction price when the rental is confirmed (agreement with the Owner and with the Renter) ;

- Drivemate transfers 70% of the total rental price (in case of a mileage adjustment calculated on basis of the adjusted mileage amount), to the Owner within 6 working days after the end of the rental period and make out a withholding tax receipt for the owner.

Drivemate may suspend payment to the Owner in the event of additional checks to be made or in the event of complaints by the Renter.

In that case, Drivemate shall pay out the account to the Owner:

- As soon as an agreement is made between the Owner and the Renter and that the Owner and the Renter are able to prove to Drivemate the conclusion of such an agreement; or
- As soon as the legal authority has issued a binding decision ordering payment to the Owner of all or part of the rental or to the Renter the restitution of all or part of this sum.

In the event of a rental cancellation before the pickup of the Car, no commission is charged by Drivemate. In the event of a rental cancellation after the arranged halfday for the pickup of the Car, Drivemate's commission is due for each day started of the rental.

The User responsible for the cancellation shall pay the charges due.

If the Renter does not show up to pick up the Car, or if during the pickup the Owner finds out that the Renter does not respect the rental conditions, the Driver shall pay a penalty of THB 300 to the Owner.

If Drivemate makes payment in advance for the possible amount, Owner will pay back to Drivemate. Or the car is entitled to any claim at the expense of such person or to a third party. The vehicle is considered to be the transfer of the claim to Drivemate. To be eligible for replacement under the terms of this agreement.

7.3. Late fees

In the event of the Renter not presenting him or herself at the end of the rental period covered by the insurance policy as defined in Article 6.4, the Renter is liable for the fixed penalty calculated per half day as provided for in Article 8, in addition to the supplementary rental price and all other eventual and applicable costs in conformity with the rental contract. This penalty is transferred 50% to the Owner and 50% to Drivemate.

7.4. Loss or damage management fees

For any loss or damage involving enacting the insurance policy (main insurance or deductible reduction insurance), the Renter shall be charged THB 500 in processing fees by Drivemate. The Renter may prove that the amount of costs incurred by Drivemate are lower.

7.5. Cash advance fees

If Drivemate is obliged to advance cash either in part or in sum, to the Owner or to a mechanic or repair shop, the Renter is liable to Drivemate for an additional THB 500 fee for the cash advance service. The cash advance may correspond to deductibles for loss or damage, for rental regularization or for Compensation and Penalties.

If Drivemate is unable to charge the mean of payment of the Renter, Drivemate shall send an email to the Renter so that he or she may regularize the situation in 8 days. If this regularization has not been completed, Drivemate shall bill the THB 1,000 cash advance penalty fee.

7.6. Traffic ticket management fees

In addition, the Renter is liable to the Owner for the payment of processing fees stipulated in Article 8 in the event of traffic tickets received by the Owner for tickets committed during the rental period.

7.7. Payment chargebacks

In the event of a payment charge backed by the Renter, if the mean of payment used for the payment is not in the surname and first name of the rental contract holder, the Owner will be liable to Drivemate for the reimbursement of the rental amount.

7.8. Third party damage fees

In the event of the Renter is found guilty of a damage to a third party with a Car rented on the Website, Drivemate shall charge the Renter a fee of THB 15,000. The Renter may prove that the amount of costs incurred by Drivemate are lower.

8. Compensation and Penalties

Drivemate acts as an intermediary for the payment of Compensation and Penalties.

The Owner accepts the payment of Compensation and Penalties shall only be made through the intermediary of Drivemate if the Renter's account allows such payment. The Renter understands and accepts that Compensation and Penalties will be directly charged on the mean of payment (Credit Cards) used to pay the rental. These sums shall be charged as soon as the Owner provide Drivemate with the proof of the Renter liability.

Accepting this TOS, the Renter expressly authorizes Drivemate to charge him or her for all Compensation and Penalties. Drivemate reserves the right to charge the payment to the Renter's credit cards without prior warning.

Credit card fee 4%

8.1. Delay penalties

- If the Renter and the Owner agrees to extend the duration of the rental, they need to request an extension via the Website before the planned end of the rental.

If the Renter returns the Car with a delay from the arranged return, the Renter is liable for delay penalties:

- The car is returned during the planned rental period (see Article 6.4): THB 500 per full hour of delay from the arranged return time;
- The car is returned after the planned rental period (see Article 6.4): THB 4,000 of penalty is charged to the Renter (THB 2,000 for Drivemate and THB 2,000 for the owner). The Renter shall also pay the extra days of rentals, priced at the average rental price per day. Mileage and petrol adjustments are also due.

As stated by Article 6.4, the Renter will not be covered by insurance and will be liable of all damages to the vehicle. After a day of delay, the theft of the Car shall be reported to the authorities by the Owner .

Therefore, for a rental arranged to end on day D at 6:00 pm:

If the Renter returns the Car at 11pm the same day, he or she will be liable of a penalty of THB 2,500 (collected by the Owner)

If the Renter returns the Car the next day at 3pm, he or she will be liable of a penalty of THB 4,000 (THB 2,000 collected by the Owner, THB 2,000 collected by Drivemate) and of an extra day of rental. If the Car has been damaged during the rental, the Renter shall be liable of all costs and charges to repair the Car.

8.2. Other penalties

- THB 300 (collected by the Owner) in the event of smoking in a nonsmoking Car;
- THB 300 (collected by the Owner) if the Car is exceedingly dirty on the outside (see Article 10 below) ;
- THB 300 (collected by the Owner) if the Car is exceedingly dirty on the inside (see Article 10 below) ;
- THB 300 in the event of a traffic ticket received by the Owner for a ticket committed during the rental period (THB 200 collected by the Owner, THB 100 collected by Drivemate as processing fees) ;
- THB 300 (collected by the Owner) if the Renter does not show up to pick up the Car or if at the pickup the Owner finds out that the Renter does not respect the rental conditions.

8.3 Loss of benefits

- Owner accepted that he or she will not ask for loss of benefits to the Renter. The Owner shall take the risk on their own and manage by their own. Drivemate does not has duty to

ask loss of benefits on behalf of Owner. If the Owner would like to ask for loss of benefits, he or she shall do on themselves.

- In case of accident occurred and the car cannot be driven, Owner shall not ask the rental fee for the whole period. Owner shall ask only for when the car is rented because Drivemate has to find another car to Renter. The rental fee will be paid when the car is rented only. The rental fee shall go to the new Owner. If there is a new order coming and the car cannot be done, Owner shall take that risk and do not ask for loss of benefit.

9. Taxation

Owners are aware that the revenue they make from the rental of their Car may be subject to taxation. It is the Owner's sole responsibility to be aware of his or her fiscal obligations and to make the required declarations as required by taxation authorities. Drivemate is not, under any circumstance, liable for such proceedings and Drivemate shall not be held liable thereof.

10. Description of rental proceedings

After having connected through the intermediary of the Service, Users are responsible to perform, on the day agreed upon between them for the pickup of the Car, the necessary verifications, and specifically:

- For the Owner, the verification of the Renter's identity, the validity of his or her driving license, his or her address, his or her credit card information. Therefore, the Owner shall not, under any circumstance, rent his or her Car to a Renter if one of these verifications does not succeed. The Owner shall reject the rental specifically:
 - if the person picking up the Car is not the Renter
 - if the Renter presents a credit card which does not belong to him or her
 - if the Renter presents a credit card that is different from the credit card used to pay on the Website.
- For the Renter, verifications shall be made of Owner's identity, of the Car's registration, and of the license plate.

The Renter shall also check the state of the Car to be rented, especially the safety equipment listed in Article 4.1 above.

Users acknowledge that Drivemate does not perform the verifications and checks enumerated above. These verifications and checks are the full, entire and exclusive

responsibility of the Users. At the time of pickup of the Car, the Renter and the Owner verify and sign the rental contract duly filled in.

The Renter commits to take the utmost care of the rented Car and to return it in the same condition in which he or she has rented it in. The Renter is liable for any damage inflicted on the Car during the rental period, i.e. from the time of pickup of the Car to the time of return. He or she is solely liable for traffic tickets committed by the rented Car during the rental period. At the start of the rental, the Owner shall deliver a clean (interior and exterior) Car to the Renter, except in the case of an eventual last minute rental. At the end of a rental, the Renter is not obliged to clean the Car, except if the Car is significantly dirty:

- Interior dirtiness: traces of mud on the carpets, sand, crumbs, etc.;
- Dirtiness on the exterior: dirtiness on the Car body due to passage on unpaved roads, mud, etc.
- If the Car is returned dirty, the Renter shall pay the Owner the compensation provided for in Article 8. If the state of the Car requires the work of a professional (stains on the seats, intense dirtiness inside the Car, etc.), the Renter shall pay the invoice billed by the professional.

The Renter commits to respecting the dates and times of return agreed upon with the Owner. Any rental extension shall be made on the Website following the conditions described on the model rental contract. If the Car is not returned on the agreed upon date and at the agreed upon time, Drivemate has the right to bill the penalties provided for in Article 8. The Owner shall notify Drivemate if his or her Car is not returned at the end of the time period agreed upon in the rental contract, by sending an email to Drivemate customer service by way of the contact information indicated in the 'Contact and opening hours of customer assistance' section.

In the event of a flat tyre, the Renter is liable for the tyres. If it is required to change two or more flat tyres, the Renter shall pay for changing one tyre and 50% of the cost of a second tyre. If the flat tyre is due to abnormal tyre wear, the Owner is liable for all charges.

If the Car does not have a spare tyre or a tyre patch, the Owner is liable for breakdown service charges even if the Car is less than 10 years old. Upon the return of the Car, the Renter and the Owner verify the state of the Car, then fill out and sign the rental debrief of the rental contract. A copy shall be kept for at least one year by both the Owner and the Renter.

11. Service changes

Drivemate reserves the right to change, at any time, characteristics and functionalities of the Website, the Application or the Service. The User shall be notified of such changes by a simple publication on the Website or the Application or by any other means that Drivemate shall see fit.

12. Right of Withdrawal

As mentioned by Article 16 (l) directive on consumer rights and the respective national implementation acts, the User does not have a right of withdrawal under applicable distance selling law.

13. Intellectual Property Rights

Drivemate retains all intellectual property rights afferent to text, graphics, sounds, videos, software, and any other element that comprise the Website, specifically the brand DRIVEMATE, except for information given by the Users. The Website constitutes a work for which only Drivemate holds intellectual property rights.

The User shall not infringe on the intellectual property rights held by Drivemate. No functionality of the Website, and specifically printing, downloading or email sending functionalities, may be used by the User with the aim or effect of infringing upon the intellectual property rights covering the Website and the elements that constitute it.

The User explicitly commits:

- To rigorously use the Website only to the sole ends of benefiting from the Service as described in Article 6;
- To not infringe upon the intellectual property rights held by Drivemate covering its Website, the elements constituting it and its brands, nor upon those held by third parties that the third parties put online on the Website by way of the Service;
- To not reconstitute, attempt to reconstitute or help a third party to reconstitute, from the Website or from one of its elements, a website or service aiming to offer directly or indirectly, for free or in exchange for money, an identical or comparable service, in its entirety or in part, to that of the Service;
- To maintain the confidentiality of the Identification Codes and to take all necessary measures so that no third party, in any way, may have access to the Identification Codes and may not irregularly access all or any part of the Service;
- To notify Drivemate immediately in the event of loss, third party access or divulgation of the Identification Codes.

The respect by the User of the obligations listed above constitutes a substantial condition without which Drivemate shall not have concluded the present TOS. Consequently, Drivemate reserves the rights to suspend access by a User to the Website and to the Service, and to immediately terminate such access and without giving any warning if the User does not respect any and all of the obligations listed above, without infringing upon the rights of Drivemate to

collect damages that may be due to Drivemate, and without the possibility that the User may enact any other remedy on his or her behalf.

14. Limitations and exclusions of liability

The Website and the Service are provided as is. Drivemate may not be held liable for a defect in the functioning of the Website or of the Service, such as a lack of availability in particular.

Drivemate is held to an obligation of means to provide the Service, and more generally, to carry out the TOS.

The User declares that he or she accepts the characteristics and the limits of the online service and, in particular, acknowledges:

- a. that he or she understands the risks of a service provided online, in particular regarding response times;
- b. that he or she is responsible for taking all necessary measure to ensure that the technical characteristics of his or her computer and/or IT network, allow for his or her connection to the Website and the use of the Service;
- c. that he or she is solely responsible for his or her access to the Internet;
- d. that he or she is responsible for taking all necessary measures so as to protect his or her own data and/or software from contamination by eventual viruses circulating on the Internet or contracted by any other electronic means.

Drivemate does not give any explicit or implicit guarantee regarding its Website or its Service. The User is responsible for his or her choice to benefit from the Service.

Drivemate is not, under any circumstance, liable for the solvency of its Users, including its Renters, even in the event of the user of the security deposit functionality.

Drivemate, as a service provider, neither checks the identification documents nor the driving licenses of its Users.

Each User shall verify, at the time of pickup of the Car, the identity of his or her interlocutor, the documents relative to the Car offered by the Owner and the driving license of the Renter.

Drivemate does not check the information related by the User in his or her Listings or his or her evaluations. Only the User is considered to be the author of listing and evaluation content and this content remains under his or her sole and entire responsibility. In the event that the User provides false, inexact, inappropriate or illicit information, Drivemate shall not, under any circumstance, be held liable.

Drivemate shall not be held liable for the removal or rendering impossible access to content published by the User and manifestly presenting an illicit nature. Under no circumstance shall Drivemate be held liable for direct or indirect damages that may be caused by the Website or any part or all of the Service, nor by the unavailability of either the Website or of any part or all of the Service.

Explicitly agreed by the Parties, any commercial or noncommercial prejudice, loss of benefit, revenue, orders, income, clientele, data and any action brought against the User by a third party and the resulting consequences are considered indirect damages.

Drivemate's role is explicitly limited to facilitating contact between Owners and Renters.

Drivemate does not act, at any time, by way of the Website or of the Service, as a Car hire service. Consequently, Drivemate shall not be held liable for any damages resulting from the Renter or the Owner to the Car rented via the Website.

15. Personal Data Policy and Cookies Policy

Through this notice, Drivemate informs the users of this website of its personal data protection policy.

In accordance with Article 4 of Thai law 35 of 2001 (henceforth the "Data Protection Act"), the User is aware that the personal data concerning him or her are subject to automatic processing by Drivemate so as to allow the User to access and to navigate the Website and to use the Service. Any personal data requested in our forms or that may be supplied to Drivemate by means of email addresses, will be added to a personal data file, which is owned and controlled by Drivemate. Hence when the User provide personal data through filling in any of the forms they are asked to complete and agree to send them in, or when the User send us emails containing personal data, they expressly authorise and give their consent to Drivemate for the purpose of processing and including in our files those personal data and any others that may be provided in connection with the User participation in or use of the various products and services offered in this Website, though such authorisation is revocable (with no retroactive effect), and the User also thereby accept the processing terms as set down hereunder.

Saved data may be used by Drivemate and may only be communicated to Drivemate's partners implicated in providing the Service.

The User has the right to access and to correct data concerning him or her and may also, for legitimate reasons, refuse the processing of his or her data. To assert this right, an email shall be sent to Drivemate customer service by way of the contact information indicated in the 'Contact and opening hours of customer assistance' section.

The User is aware that 'cookies' are saved on his or her computer when he or she uses the Service via the Website. These cookies are either used to allow or facilitate electronic communication or are strictly necessary for providing service at the specific request of the User. The conservation period for this information on your computer is set by default at thirteen months. For the purpose of keeping you informed, Drivemate shows information regarding its Cookies Policy in the bottom part of any page on the Website every time a User initiates a session, in the section called "Cookie Policy" accessible at this address www.drivematethailand.com

The cookies used on this Website are the following: Name Description DoubleClick Retargeting, optimization, reporting and attribution of online adverts.

Facebook Custom Audience Advertising pixel for prospecting and retargeting.

Facebook Social Plugins Interaction between services.

Google AdWords

Conversion

Advertising pixel for prospecting and retargeting.

Google Analytics Aggregated behavior tracking

Google Dynamic

Remarketing

Advertising pixel for prospecting and retargeting.

Twitter Advertising Advertising pixel for prospecting and retargeting.

Vero Transactional emails.

Current Law obliges us to request the User's consent in order to be able to manage cookies.

Should the User decide not to authorize the use of the cookies described above, Drivemate would not store any cookies whatsoever and only technical cookies would be used, since it is

impossible to browse the Website without these. If the User continues to browse the Website and does not deny authorization, this activity will imply acceptance of their use.

You may oppose the use of cookies on your computer by changing the settings of your internet browser software in the following manner:

For Safari:

1. Select the 'Edit' menu, then 'Options'
2. Click on the 'Security' icon
3. Select the desired cookie settings

For Google Chrome:

1. Select the 'Settings' menu
2. Click on 'Show advanced settings...'
3. Click on 'Content settings...'
4. Select the desired cookie settings

For Mozilla Firefox:

1. Select the 'Tools' menu, then 'Options'
2. Click on the 'Privacy' icon
3. Select the desired cookie settings

For Microsoft Internet Explorer:

1. Select the 'Tools' menu, then 'Internet Options'
2. Click on the 'Confidentiality' tab
3. Select the desired level using the cursor

Nevertheless, you are aware that opposition to the use of cookies may render all or part of the Internet Website's functionalities inaccessible.

16. Cancellation

The TOS shall be cancelled automatically as of right by Drivemate if the User does not respect his or her obligations.

The User benefits from the Service, subject to respecting the TOS, as well as all applicable legal and regulatory provisions.

Drivemate may, at its sole discretion and without prior notice, cancel access to all or part of the Service and/or affect the cancellation of the TOS, as of right and without notice, in the event that the User does not fulfil his or her obligations, that the User violates the obligations conferred upon him or her via the TOS or that the User adversely affects or intrudes upon the integrity of the Website.

Suspension of the Service or cancellation of the TOS is made effective upon reception of an email sent by Drivemate to the User notifying him or her of the suspension of the Service or the cancellation of the TOS.

17. Various provisions and address for service

The Parties are independent. Neither Party may enter into a commitment on behalf of the other Party.

Each Party acts on his or her own behalf. No stipulation in the present TOS shall be interpreted to create a company, a mandate, a relationship of agency, or an employee, employer relationship between the Parties.

The TOS, including the rights and obligations stipulated therein, may not, under any circumstance, be transferred to a third party.

If one of the clauses of the TOS should be made void, the other clauses shall not be affected by the annulment of that clause.

If one Party does not respect his or her commitment or obligation to the other Party, such an omission shall be interpreted as a renunciation to the commitment or obligation at issue in the future.

For the implementation of the TOS, the Parties agree to elect their address of service in accordance with the following conditions:

- For Drivemate, the address of its headquarters, such as indicated in the legal notices;
- For the User, the address communicated upon his or her subscription.

Owner agrees that if any damage or harm that happened, Drivemate has the right to act as Owner to do with law. For example, to ask for returning money with interest, negotiation, receive payment, the lawsuit was filed against the defendant and the proceedings were instituted. For example, accept one of the other pairs. Withdrawal of a complaint, withdrawal of a compromise, a waiver of a right or a right to appeal or appeal or ask for a new case. To complete It also has a representative office. Or set it up with.

Drivemate has the right to observe GPS 24 hours and if can not contact the renter when the car should be returned, Drivemate has the right to seize the car back in anytime and any cases.

18. Governing law and jurisdiction

The TOS are subject to the provisions of Thai law.

IN THE EVENT OF A DISPUTE RESULTING FROM THE INTERPRETATION OR THE PERFORMANCE

OF THE PRESENT TOS, THE PARTIES AGREE TO SEEK AN AMICABLE SOLUTION.
FAILING SUCH A SOLUTION, THE DISPUTE SHALL BE THE EXCLUSIVE JURISDICTION OF THE
COURTS AND APPELLATE COURTS OF PARIS, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS
OR THE INTRODUCTION OF THIRD PARTIES.

If renter drives near boarder in 100 km., Drivemate got the rights to do everything in case to
protect the cars.

All included the legal actions, stop the engine by not telling the renter in advance.