

# **Customer Rental Agreement**

This agreement is between **You** the renter/user, and an **Authorized Skoot Partner** providing your vehicle <u>except</u> <u>where otherwise indicated</u>. You agree to the obligations of this agreement as written in English. This agreement is designed to protect our valued renters and partners using the platform responsibly.

You agree to not drive under the influence of alcohol or drugs. You agree to wear a helmet at all times while operating a Skoot Partner vehicle. You agree to obey and abide by all local traffic laws and regulations, beach driving prohibited. Vehicle operation must be within Phuket, Thailand unless expressly authorized. You acknowledge that you are licensed to operate your rented scooter or vehicle in Thailand. You acknowledge your 100% financial liability in the event of damage exceeding deposit, theft or loss.

Lost keys or helmet: Gas:	500тнв (manual key), 1,500тнв charge (electronic key), 500тнв (lost or stolen helmet) Returned vehicles must have gas <u>equal to or greater than gas level at time of pickup</u> or you will be charged 100тнв per liter to fill your tank.
Flat tire:	You the customer are responsible for repair costs of any flat tire at your nearest repair shop.
Dead battery:	In the event of a dead battery, you are responsible for the 1st jump/recharge. If the battery will not hold a charge, it is considered a mechanical failure and you will not be held responsible.
Mechanical failure:	Your Authorized Skoot Partner is responsible for repair costs and replacement rental.
Damage:	You the customer are financially responsible for any damage incurred during the rental period and any resulting towing costs.
	If 'Extra Safety' is purchased, those additional terms supersede applicable sections below
Police fines/fees:	You are solely financially responsible for any police fines or fees.

#### Definitions:

Customer/Renter/User - Any person for which this contract is legally binding. Skoot Partner - The counterparty you are renting a vehicle from. Skoot Affiliate - The referrer of a Skoot app download if applicable Skoot Now Co. Ltd. - Administrator of Skoot rental platform. Vehicle - Any Scooter, Motorbike, Motorcycle, or Auto listed on the Skoot platform

## Driving under the influence of drugs or alcohol:

- 1. As the customer, you agree to not operate any Skoot Partner vehicle while under the influence of drugs or alcohol. You hereby release Skoot Partners, Skoot Affiliates & Skoot Now Co. Ltd., from any financial or legal responsibility as consequence from your operating a Skoot Partner vehicle under the influence of drugs or alcohol.
- Any 'Extra Safety' product purchased by you and/or any Insurance agreement will be forfeited by you the customer in the event it is found you operated a Skoot Partner vehicle while under the influence of drugs or alcohol. You hereby release financial responsibility of these agreements and Skoot Partners, Skoot Affiliates and Skoot Now Co. Ltd. is no longer responsible for them.
- 3. You are responsible for 100% of all costs associated with any adverse event as the result of driving under the influence of drugs or alcohol: This includes 100% liability for vehicle damage costs, reasonable lost rental compensation and any legal costs associated with any adverse event.

#### **Dealings with Police or Law Enforcement:**

 Skoot Partners, Skoot Affiliates nor Skoot Now Co. Ltd., are not to be held financially responsible for any traffic violations or otherwise criminal act committed by a customer. <u>Customer is solely responsible for payment of any</u> <u>fines</u> or fees levied by any police agency or officer including operating a vehicle without a license.

- 2. In the event a police officer or agency attempts to collect payment of fines or fees from Skoot Partners, Skoot Affiliates and/or Skoot Now Co. Ltd. for an act committed while customer was is in possession of an authorized Skoot Partner rental, the <u>Skoot Partner reserves the right to collect payment from you the customer</u>.
- 3. Driving License: You the customer are solely responsible for your legal right to operate a vehicle in the country of <u>Thailand</u>. You are responsible for having a current locally issued driver's license OR accepted international driver's license. Please refer to Thai motor vehicle regulations for further guidance. Skoot Partners, Skoot Affiliates nor Skoot Now Co. Ltd., are to be held liable for any fines or fees incurred as a result of your failure to maintain a current and legally acceptable driver's license. Any Insurance claims will not pay in the event it is found you do not have a valid license to operate a motorbike and you will be held financially responsible.

## Scooter/Motorbike Accident or Damage:

- 1. You are required to inform your Skoot Partner immediately in the event of an accident or damage.
- 2. In the event a vehicle is damaged to an extent it is not driveable, <u>you are responsible for transportation costs to a</u> <u>Skoot authorized repair facility</u>. Skoot Now Co. Ltd. will provide the repair facility through existing partnerships.
- 3. You the customer are solely financially responsible for any damage incurred during your Skoot Partner rental. Normal wear and tear excluded. Minor scratches are considered normal wear and tear and are defined as any scratch that is not longer than 25cm & doesn't alter the paint color.
- 4. If a deposit is required by the Skoot Partner in the platform listing, that deposit will be used to pay for any damage up to the full deposit amount. Every rental includes the option to purchase additional 'Extra Safety' coverage at a rate of 100<sub>THB</sub> per day which covers damage exceeding 10,000<sub>THB</sub>. You retain the right to dispute a deposit claim via the Skoot platform.
- 5. A <u>damage claim in dispute</u> will be submitted by a Skoot Partner to Skoot Now Co. Ltd. for review and decision. Skoot Now Co. Ltd. will contact you in the event of a dispute. You the customer agree to Skoot Now Co. Ltd.'s decision in the event of a dispute as final. You the customer are responsible for any evidence gathering such as vehicle condition photos prior to rental period which would support your damage claim dispute.
- 6. If 'Extra Safety' is not purchased at checkout, and in the event of an accident where claimed damages exceed the deposit amount (catastrophic accident) you the renter are financially responsible for 100% repair costs from a repair facility chosen by Skoot Rental Ltd. Our #1 goal is a fair outcome for both you the customer and our Authorized Skoot Partners.

## Scooter/Motorbike Theft & Loss:

- 1. Theft & Loss: In the event of a vehicle theft, you are required to report the incident to your Skoot Partner immediately. You are also required to contact local law enforcement and provide information to complete a police report.
- If it is found that the theft or loss has occurred as the result of gross negligence on behalf of you the renter, you will be responsible for <u>the greater of</u> 100% replacement costs OR fair market value (FML) as determined by Skoot Now Co. Ltd.

## Right to Agency:

As a Skoot customer, you are not authorized to rent, lease, lend or sell your Skoot rental to another party. In such a case, this agreement will be terminated and the vehicle will be considered stolen and reported to local police. Skoot Partners, Skoot Affiliates and Skoot Now Co. Ltd. will not be held responsible for any damages or costs incurred in the event a vehicle is unlawfully rented, leased, lent or sold. You the customer are solely responsible for these damages and costs. Authorized Skoot Mangers are excluded.

## Refund, Cancellation & Payments Policy:

- 1. After the Pickup Date as shown in the below image, there are **NO REFUNDS** under any circumstances.
- 2. Prior to the Pickup Date, you will receive a refund accordingly:

Bookin	ng Date Chai	ge Date Picl	kup Date Ret	turn Date
	100% Refund	80% Refund	No Refund	
24hr Grace Period P		Partial refund after Grace Period OR within 24hrs of Pickup	Absolutely NO Refunds after Pickup Date/Time	

3. **Payment Flow**: Upon booking, your credit card (CC) will be charged for the full amount. If you decide to cancel, a refund will follow the above schedule. If there is a deposit, your CC will be pre-authorized and/or captured for the deposit amount. Upon QR Scan during scooter return, your deposit authorization will be released back to your CC.

In the event of a deposit claim, your CC will be charged or captured for the agreed upon amount up to your deposit amount.

- 4. Credit Card Chargebacks In the event you dispute a charge with your credit card company, Skoot Now Co. Ltd. will provide the Credit Card company with a signed copy of this agreement along with relevant photos, identification and pertinent documentation to support our claim. Skoot Now Co. Ltd. reserves the right to take legal action against you and your estate in your country of origin through third-party contracted legal representatives in the event of a chargeback found in favor of you the Renter.
- 5. Crypto Payments There are no chargebacks or refunds for any crypto transactions.

## Returns & Disputes:

- 1. In the event a rental is returned late, Skoot Partners reserve the right to charge up to 100THB per hour extra up to 4 hours. If rental is returned after 4 hours, you will be charged an additional day at your daily rental rate.
- 2. In the event a rental is returned to a location other than the pickup or delivery location, you are financially responsible for the actual return, towing & locating costs of the abandoned vehicle up to 5,000THB. If there is a deposit, you forfeit this cost from the deposit, and any difference will be charged to your original method of payment. If the motorbike or vehicle cannot be located, it will be considered a theft and treated accordingly including notification of immigration and/or local police authorities in addition to law enforcement in your country of origin.
- 3. **Claim Disputes** You retain the right to dispute your deposit claim in which case Skoot Now Co. Ltd. will serve as final intermediary to settle your dispute. Skoot Partners are bound by the Skoot Partnership Agreement and the policies outlined in this Rental Agreement.

#### Insurance:

- All licensed and registered motorbikes rented in Thailand include compulsory 30,000THB of bodily injury & medical insurance coverage provided the vehicle registration is current, and the rider is licensed by the Thai Department of Land Transportation which is required by Skoot Now Co. Ltd. The 30,000THB limit applies to the driver of the at-fault motorbike, higher limits apply to anyone injured, disabled or killed by the insured motorbike. Details of which can be found on <u>This Website</u>. You are solely responsible for making a claim with your Authorized Skoot Partner, details of the process can be found <u>On This Page Here</u>. A general site map for this insurance company <u>Can Be Found Here</u>. In the event you are injured requiring hospital transport, the hospital will help facilitate this claim.
- 2. Extra Safety Coverage: Every rental with Skoot Now Co. Ltd. includes the option for additional 'Extra Safety' coverage. This coverage policy is available at checkout at a cost of 100THB per day. This policy will cover any damage to the motorbike that exceeds 10,000THB which covers the vast majority of routine repair costs. Any damage incurred with repair costs below 10,000THB are subject to the accident and damage section.
- 3. Travel Insurance: Many financial products such as credit cards include some form of travel insurance included. Additionally, travel insurance is often available directly from a provider. You are solely responsible for making a claim with your insurance provider although Skoot Now Co. Ltd. will assist with any required documentation. Please be aware that most of these policies & claims are rejected if you do not hold a current driver's license for the correct vehicle type issued in the country where the accident occurs: AKA a Thai or International Motorcycle License. Please refer to your policy for more.

#### Vehicle Information:

Make:	Model:	License Plate #:	
	Scooter Photo from Listing	License Plate Photo from Add a Scooter	
	Scooter Photo from Listing	License Plate Photo from Add a Scooter	

Bookin	g Information:	tbru		Pickup/Return Time:	Indeshine Time (ICT)
				тнв Total Daily Rental Cost	
				тнв Total Extra Safety Charge	
	Delivery Charge:				
	7% VAT: THE				
	Total Rental Charge: _				
	Deposit Amount:	THB			
	Helmets issued:	Gas Level at I	Pickup/Del	ivery:	
Renter	Information:				
				Phone:	· · · · · · · · · · · · · · · · · · ·
	Pass	Doort/ID Photo		Passport/ID S	Selfie

I \_\_\_\_\_\_\_ on this day \_\_\_\_\_\_\_ affirm that I agree to all terms and conditions as provided in this Customer Rental Agreement. I acknowledge that I have been provided an original digital copy of this agreement to the email address I have provided. I further acknowledge that my digital signature affixed below carries with it all legal rights and obligations afforded to it by the Thai Electronic Transaction Act B.E. 2544 (2001) with further guidance provided by Thai Supreme Court case law no. 8089/2556 & 6757/2560.

	X		
For questions about your rental, please contact your Skoot Partner			
Skoot Partner Information: Skoot Partner Name:			
Company Name:			
Company Registration No.:			
Phone Number:			
Email:			
Address:			