

**JustDrive**  
by  
**Smove Singapore Pte. Ltd.**  
**Terms & Conditions of Membership**

Smove Singapore Pte. Ltd. (Registration No. 201727901C), a Singapore company having its registered office at 75 Ayer Rajah Crescent #02-19, Singapore 139953 (the “**Company**”), together with its third-party affiliate partners set out in Schedule 1 (each a “**Partner**”), wishes to offer the JustDrive membership program (“**JustDrive**”) to car-owners on the following terms and conditions.

Such terms and conditions are set out in this document (the “**Membership Terms**”), which will apply to all persons registered with JustDrive in accordance with Clause 2 hereunder (each a “**Member**”). The Company and Partners may from time to time amend, add to, or limit the Membership Terms, with or without further reference to the Members, and such modified Membership Terms will with immediate effect apply as between the Company and the Member.

The Company will always make available the latest version of the Membership Terms on the Company’s website at <https://justdrive.sg> (the “**Website**”). Members or would-be Members are invited to refer to the Website for the list of JustDrive membership benefits and privileges.

## **1. Definitions**

1.1 Each defined term in the preamble has the meaning assigned to it in the preamble, and each other defined term has the meaning assigned to it in this Clause 1.1:

“**Agent**” has the meaning assigned to it in Clause 9.1.

“**Business Day**” means a day other than a Saturday, Sunday or gazetted public holiday on which banks in Singapore are open for business.

“**Force Majeure**” means events that are, but not limited to, the following: fire, earthquake, lightning and other Acts-of-God, as well as industrial disputes, acts of terrorism, strikes, sabotage, epidemics, war, riot, mobilization, and government actions.

“**Member’s Data**” has the meaning assigned to it in Clause 3.1.

“**Membership Fee**” has the meaning assigned to it in Clause 6.1.

“**Membership Period**” has the meaning assigned to it in Clause 7.1.

“**PDPA**” means the Personal Data Protection Act 2012 (Act 26 of 2012) of Singapore, or any statutory modification or re-enactment thereof for the time being in force.

“**Registered Card**” has the meaning assigned to it in Clause 7.1.

“**Services**” means the suite of services provided by the Company and the Partners under JustDrive, as set out in Schedule 2.

“**Vehicle**” has the meaning assigned to it in Clause 2.2.

1.2 In these Membership Terms, each reference to a Clause or Schedule is a reference to a clause of or schedule to these Membership Terms.

1.3 Each reference to a unit of time is, unless the context requires otherwise, a reference to a calendar unit of time.

1.4 Each word importing the singular number only includes the plural number, and vice versa.

1.5 Each word importing the masculine gender includes the feminine and neuter genders, and vice versa.

1.6 Each heading used in these Membership Terms is inserted for convenient reference only and is not to affect the construction or interpretation of any provision of these Membership Terms.

## **2. Membership Criteria**

2.1 To be eligible for JustDrive, you must be a natural person above the age of 18 years, and residing in Singapore. Businesses and non-natural persons are NOT eligible for JustDrive and the benefits and privileges of JustDrive membership.

2.2 To be a Member, JustDrive membership must be applied for successfully, and purchased on a per-vehicle basis, personal to the Member, for the vehicle stipulated at the point of registration (the “**Vehicle**”), and non-transferable.

2.3 The Company may, in its sole discretion, reject any application for JustDrive membership without having to provide any reasons for such rejection.

2.4 Members are not permitted to resell, distribute or use their JustDrive membership, and the benefits and privileges of JustDrive membership, for commercial purposes.

## **3. Collection and Use of Personal Data**

3.1 You consent to our collection and use of your personal data and other data for the purposes of registering for JustDrive membership, and usage data relating to your

use of the Services and any JustDrive membership benefits and privileges (“**Member’s Data**”).

3.2 You consent to your Member’s Data and any other personal information you provide to the Company being stored and used by the Company for purposes including, but not limited to:

3.2.1 Charging you the Membership Fee and for the Services;

3.2.2 Keeping track of your usage of the Services rendered under JustDrive;

3.2.3 Registering for or provide you with membership accounts and benefits and privileges through our Partners;

3.2.4 Updating you periodically about JustDrive and other promotional offers and deals from our Partners.

3.3 The Company represents and warrants that it will duly all observe all obligations under the PDPA, howsoever they arise in connection with the provision of JustDrive or the handling of the Member’s Data.

3.4 You consent to our disclosure of your Member’s Data to the Partners as we deem necessary for the provision of smooth and effective services to you.

3.5 You consent to our storage of your Member’s Data on our servers in and outside Singapore, including the servers of internet-based cloud service providers. In this regard, the Company will not store or transmit your Member’s Data overseas or to such internet-based cloud service providers unless the recipient is legally bound to protect your Member’s Data to a standard at least as onerous as the standard prescribed by the PDPA.

## **4. Use of the Services**

4.1 As a Member, you will have access to the Services.

4.2 The Company reserves the right to suspend the Member’s use of any or all of the Services should it have reasonable grounds for believing that any of the Member’s requests for the Services are not made in good faith.

## **5. Member’s Representations and Warranties**

5.1 By submitting an application for JustDrive membership, you hereby represent and warrant to the Company as follows:

5.1.1 you fulfill and will continue to fulfill the with the membership criteria set out in Clause 2.1;

- 5.1.2 you are the registered owner of the Vehicle;
- 5.1.3 you have full power and authority to enter into, exercise your rights, and perform and comply with your obligations under these Membership Terms; and
- 5.1.4 upon your acceptance as a Member of JustDrive, your obligations hereunder shall be legally valid, binding, and enforceable on and against you in accordance with the terms hereof.

## 6. Membership Fee and Charges

6.1 The usual retail price of JustDrive (i.e. the monthly JustDrive membership fee) for the time being will always be made available on the Website (the “**Membership Fee**”). Members should refer to the Website for any changes or updates relating to the Membership Fee and other charges related to JustDrive.

6.2 Notwithstanding the payment of any Membership Fee and other charges referred to in Clause 6.1, you acknowledge and agree that additional fees may be charged for the provision of certain items under the Services to you, and that such additional fees shall be due and payable within five Business Days of the date of the invoice therefor.

## 7. Payment and Renewal

7.1 Payment for each period of JustDrive membership (a “**Membership Period**”) and other charges related to JustDrive, any additional fees that may be charged under Clause 6.2, and any goods and services tax charged on any of the foregoing, must be made to the Company via the Member’s own valid credit card, registered with the Company for the time being (“**Registered Card**”). Your first Membership Period for JustDrive membership will commence on the date of your first successful payment of the Membership Fee.

7.2 If your Registered Card is declined for payment of your Membership Fee, any other charges related to JustDrive, or any additional fees that may be charged under Clause 6.2, you must provide us with the correct or new credit card information promptly or your JustDrive membership will be automatically cancelled. Notwithstanding the foregoing, late payment interest of 1.0% per month will be chargeable on any late payment of such fees and charges, where applicable.

7.3 Your JustDrive membership will automatically renew one week before expiry and you authorize the Company to collect the Membership Fee for the time being (and any applicable taxes thereon) using your Registered Card details. The first day of any renewed Membership Period will be the day immediately after the last day of the expired Membership Period. Notwithstanding the foregoing, the Company will send you a notice of renewal via email one month prior to the end of each Membership Period.

7.4 If you terminate your JustDrive membership, or allow your JustDrive membership to expire, and you choose to register for JustDrive again, your new Membership Period will begin on the date of successful payment of the Membership Fee therefor.

7.5 The Company reserves the right to seek legal redress to recover any amounts owed to it and such costs of recovery shall be borne by the Member.

## 8. Variations and Termination

8.1 We reserve the right to modify the Membership Terms and/or suspend JustDrive without giving our Members prior notice. Your continued JustDrive membership after any changes to the Membership Terms constitutes your acceptance of the changes. Should you disagree to the changes, you should terminate your JustDrive membership immediately.

8.2 We reserve the right to terminate or suspend any JustDrive membership, or any JustDrive membership benefits and privileges in the event of fraud or attempted fraud by the Member, or the Member's unauthorised use of JustDrive (including but not limited to the use of the JustDrive membership for commercial purposes, or usage by non-natural persons or non-residents of Singapore), and in this regard, you shall make best endeavours to keep private and confidential your login ID and password for any online accounts through which the Services may be accessed or requested for. In the event of any termination or suspension of your JustDrive membership under this Clause, the Company will not be liable to refund you the Membership Fee for any unused portion of your Membership Period.

8.3 We reserve the right to terminate JustDrive for any reason whatsoever by informing Members. In such an event, you will be refunded the Membership Fee for any unused portion of your Membership Period.

8.4 You may upon written notice to the Company, or through the cancellation procedures provided for in the Smove mobile application, immediately terminate your use of JustDrive.

## 9. Liability

9.1 As part of JustDrive, the Company's and the Partners' employees or contractors (each an "**Agent**") may from time to time, gain access to and drive a Member's Vehicle, but only with that Member's permission and on that Member's behalf. The Company, the Partners and their respective Agents shall exercise their reasonable duty of care in operating the Vehicle and shall be subject to the same insurance terms and applicable insurance excess limits of the Member's own motor insurance policy.

9.2 Notwithstanding Clause 9.1, if the Company or the insurer with whom the Vehicle is insured determines that certain damage to the Vehicle was caused by a

Company's Agent as a result of that Company's Agent's negligence or lack of reasonable care in operating the Vehicle, the Company shall compensate the Member for such damage by providing the Member free use of a replacement vehicle for the entire duration of time where the Vehicle is under repair, up to a maximum of 10 days, and the Member agrees that he shall have no further claim against the Company or that Company's Agent in this regard.

9.3 For the avoidance of doubt, the Vehicle will be deemed to be held by the Company as bailee for the Member after that Member signs a Vehicle check-in form in respect of the Vehicle, and the holding of such Vehicle by the Company as bailee for that Member will be deemed to cease after that Member signs a Vehicle check-out form in respect of the Vehicle.

## **10. Privacy Policy**

The Company's privacy policy for the time being is incorporated by reference and forms part of these Membership Terms.

## **11. Force Majeure**

11.1 The Company and the Partners shall not be liable for any delay in performing or the failure to perform any term of these Membership Terms, including a failure to make available vehicles at the times reserved, if the failure is caused directly or indirectly by an event of Force Majeure.

11.2 Force Majeure events shall include, but not be limited to the following:

11.2.1 strikes, lock-outs, or other industrial action;

11.2.2 civil commotion, riot, invasion, terrorism, war (whether declared or not) or threat of or preparation for war;

11.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic, blizzards, ice-storms or other natural disaster; or

11.2.4 compliance with any law or governmental order, rule, regulation or direction.

11.3 If affected by Force Majeure, the Company or its Partner (as the case may be) will promptly provide a written notice to the Member giving details of the Force Majeure, its likely duration, and the manner and extent to which its obligations are likely to be prevented or delayed.

## **12. Notice**

12.1 All agreements, consents, approvals, waivers, notices, demands and other communications to be given by the Company to the Member (or vice versa) under these Membership Terms shall be in writing to be effective, and shall be in the English language and signed by or on behalf of the party giving it. All notices, demands and other communications shall be delivered by hand, sent by post or electronic mail. All notices, demands and such other communications shall be sent to the relevant party at the physical or electronic mailing address (as the case may be) set out herein or to such other address as such party may subsequently inform the other.

12.2 Any such notice, demand or other communication shall be deemed to have been validly served if (a) delivered by hand, when left at the relevant address at the time of delivery; (b) sent by prepaid registered mail, at the expiration of two (2) Business Days after the envelope containing the same shall have been put into the post; or (c) sent by electronic mail, at the time of despatch or sending, when sent without a transmissions failure message.

12.3 In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted or there was receipt of an electronic confirmation or reply that the electronic mail was successfully transmitted.

## **13. Contracts (Rights of Third Parties) Act**

13.1 Each of the Partners and the Agents who is not party to these Membership Terms is entitled to the benefit of these Membership Terms and may enforce it as if he was a party to these Membership Terms. Save as otherwise expressly provided in these Membership Terms, no person who is not a party to these Membership Terms may enforce or is entitled to the benefit of any provision of these Membership Terms.

13.2 The consent of the Partners or the Agents is not needed for any amendment to, termination, or rescission of these Membership Terms.

## **14. Dispute Resolution**

14.1 All disputes, controversies or differences arising out of or in connection with these Membership Terms, including any question regarding its existence, validity or termination, shall be first resolved by the parties by negotiation in good faith.

14.2 If the parties are unable to resolve the dispute through negotiation after a period of 2 weeks from the date of the start of the negotiation, the parties agree to refer the matter to mediation in Singapore at a location to be determined by the Company and by a mediator to be appointed by the Company. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

14.3 The Company reserves its right to take further legal action in the event that the dispute is not resolved within 2 weeks from the date of the start of the mediation.

## 15. Governing Law and Jurisdiction

These Membership Terms is governed by Singapore law. Subject to Clause 14, the parties submit to the exclusive jurisdiction of the Singapore courts.

Schedule 1 - the Partners
<ul style="list-style-type: none"><li>• [redacted]</li></ul>

Schedule 2 - the Services
<ul style="list-style-type: none"><li>• [redacted]</li></ul>

*Issued: January 2018*