

TERMS OF SERVICE- INSURANCE

1. ABOUT US

- 1.1 Company details.** Future Mobility Solutions Sdn Bhd (Company No.: 201901010667 (1319995-W)) ("**TREVO**", "**we**", "**us**" or "**our**") is a company registered in Malaysia.
- 1.2 TREVO Platform.** We operate a peer-to-peer car-sharing platform that connects individual owners and fleet owners of vehicles with individuals who intend to use and access the vehicles, called TREVO. In addition, TREVO is also an insurance agency registered with the General Insurance Association of Malaysia (PIAM) where TREVO promotes for sale the insurance products and services of our licensed Insurance partners on the TREVO platform. The TREVO platform can be accessed through our website trevo.my, or the TREVO mobile application, available through the Google Play Store, the Apple App Store, or any other mobile application store.

2. OUR CONTRACT WITH YOU

- 2.1 Terms.** This Terms of Service, the Privacy Policy (<https://trevo.my/privacy-policy>), and other applicable terms, guidelines and policies regulating usage for certain services or certain promotions or campaigns released by us from time to time, shall collectively be referred to as the "**Terms**". The Terms set out the rights, obligations, restrictions, and other necessary matters between the Users (hereinafter defined) and TREVO in the course of the access, provision and use of the Services (hereinafter defined).
- 2.2 Agreement.** By accessing or using the Services, you signify that you have read, understood and agree to comply with and be legally bound by the Terms, which shall be a valid and enforceable agreement under law between you and TREVO. If you do not agree to any of the Terms, you should not continue using the Services or the TREVO platform.
- 2.3 Entire agreement.** The Terms shall be the entire agreement between you and TREVO in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty from TREVO that is not explicitly set out in the Terms.
- 2.4 Modification.** We may modify the Services, or amend the Terms, from time to time in our sole discretion, and so you should review this page periodically. If there are any material changes we will notify you of such material changes to the Services and/or the Terms via announcements on the Website, the mobile application, or by sending you an email to your registered email address. Continued access or use of the Services after any such changes shall be deemed as your consent to be bound by the amended Terms and the modified Services. If you do not agree to any of the amended Terms and the modified Services, you should not use or access (or continue to use or access) the Services.

3. PERSONAL DATA & PRIVACY

- 3.1 Personal Data.** The security of your personal data and your privacy is important to us. Kindly read and understand our Privacy Policy before providing us with your Personal Data (which has the same meaning as prescribed in the Personal Data Protection Act 2010 of Malaysia). If you do not agree with our Privacy Policy, kindly refrain from using the Services.

4. DESCRIPTION OF SERVICES

- 4.1** TREVO promotes for sale the insurance products and services (“Products”) of our licensed Insurance partners (“Insurers”) to users (“You” or “Users”) via the TREVO platform (“Services”). As an insurance agency registered with the General Insurance Association of Malaysia (PIAM), We act as the insurance agent of our partner Insurers.
- 4.2** To use the Services you have to be at least nineteen (19) years of age and have a registered User account with TREVO. As part of the Services, we will share with You information regarding the Products and the Insurers which may include but not limited to rates, eligibility criteria, policy details etc. Users who are interested to purchase a Product may do so by filling up the form with their details which will be shared with the Insurer for review and approval.
- 4.3** TREVO does not underwrite nor provide any of the Products or quotations itself. Products and quotations that appear on the TREVO platform are provided solely by the Insurer and TREVO merely acts as a platform that connects Users with Insurers. For the avoidance of doubt, by purchasing a Product on the TREVO platform, Users will directly enter into a contract with the Insurer for the Product. In addition to these Terms, You will also be bound by additional terms related to the Product as imposed by the Insurer upon making a purchase.
- 4.4** Any claims, cancellation, refund and enquiries in relation to the Product shall be made directly with the Insurer. TREVO shall not be held responsible or liable for any unsuccessful claims, cancellation, refunds or any other issues pertaining to the Product.
- 4.5** TREVO may terminate, suspend, or change its offering of the Services and/or Products or the Insurers at its discretion. In the event of any changes or termination, We will immediately notify You.
- 4.6** By purchasing the Product via TREVO platform, you shall be eligible to receive ‘TREVO Perks & Benefits’ based on the criteria stipulated in Appendix I herein. These are perks and benefits that TREVO provides to Users who choose the TREVO platform to purchase the Products and have successfully made a purchase (“Purchasers”). Details of TREVO Perks & Benefits are further elaborated in Appendix I.
- 4.7** The Services are only available for private cars at this point in time. Those interested to purchase Products for their commercial vehicle including hire and drive cars may get in touch with us at help@trevo.my to enquire further on the renewal process and benefits.

5. ACCEPTABLE USE

You shall use the TREVO platform in accordance with these Terms and, in any event, for lawful and proper purposes which includes complying with all applicable laws, regulations and codes of practice within Malaysia or other jurisdiction from which you are accessing the TREVO platform.

You shall not use the TREVO platform:

- (i) to commit or encourage a criminal offence;
- (ii) to transmit or distribute a virus, trojan, worm, logic bomb, keystroke logger, spyware, or any other material which is malicious, technologically harmful, in breach of confidence, in breach of personal data protection laws in any jurisdiction, or in any way offensive or obscene;
- (iii) in any manner that could damage, disable, overburden or impair any of our servers, the networks connected to our servers, or interfere with any other party's access and use of the TREVO platform;
- (iv) to attempt to gain unauthorized access to TREVO platform, other User's Accounts, computer systems or networks connected to our server, or information not intentionally made available on or through the TREVO platform, through hacking, password mining or any other means;
- (v) to interfere with the proper operational integrity of TREVO platform or any other activities conducted on TREVO platform;
- (vi) to remove, circumvent, disable, damage or otherwise interfere with security-related features of the TREVO platform;
- (vii) to license, sub-license, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available to any unauthorized third party the TREVO platform in any way;
- (viii) to link to, mirror, or frame any portion of the TREVO platform;
- (ix) to cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the TREVO platform;
- (x) to corrupt, mine or steal any data from the TREVO platform, or the other Users;
- (xi) to cause annoyance to other Users;
- (xii) to infringe upon the rights of any other person's proprietary rights;
- (xiii) to send any unsolicited advertising or promotional material, i.e. spam;
- (xiv) to send and/or transmit any information or material which, in our opinion, is morally objectionable; and
- (xv) to upload or circulate content which is indecent, obscene, false, menacing, or offensive in character with intent to annoy, abuse, threaten or harass any person.

Any of the breaches above are grounds for immediate termination of your account.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your device, computer equipment, computer programs, data or other proprietary material due to your use of TREVO platform.

6. UPDATES

We may make updates, improvements or changes to the information, services, products and other materials on the TREVO platform, or terminate the TREVO platform, at any time without notice. We may also modify the Terms at any time, and such modification shall be effective immediately upon posting of the modified Term on the TREVO platform. Accordingly, your continued access or use of the TREVO platform is deemed to be your acceptance of the modified Terms.

7. LINKS TO OTHER WEBSITES

The TREVO platform may include links to other internet sites and iOS and Android Application. We do not endorse any such links and we are not responsible for the information, material, products or services contained on or accessible through those links. Your access and use of such links remains solely at your own risk. In providing links to other sites, We are in no way acting as a publisher or disseminator of the material contained on those sites and do not seek to monitor or control such sites.

8. INTELLECTUAL PROPERTY RIGHTS

All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the TREVO platform belong to Us and/or the Insurers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by Us and/or the Insurers, as the case may be.

Nothing contained on the TREVO platform should be construed as granting by implication, estoppel or otherwise, any licence or right to use any trademark displayed on the TREVO platform without Our written permission. Misuse of any trade mark or any other content displayed on the TREVO platform is prohibited.

We will not hesitate to take any legal action against any unauthorised usage of trade marks, names or symbols to preserve and protect Our rights in the matter. All rights not expressly granted herein are reserved. Other products and company names mentioned herein may also be the trademarks of their respective owners.

9. DISCLAIMER AND EXCLUSION OF LIABILITY

The TREVO platform, the information on the TREVO platform and use of all related facilities are provided on an "as is" basis without any warranties whether express or implied. We do not warrant that the TREVO platform will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or evasive or damaging code or that the TREVO platform will not be affected by any Force Majeure Events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunication equipment or

facilities or failure of information technology or telecommunication equipment or facilities.

While We may use reasonable efforts to include accurate and up-to-date information on the TREVO platform, We make no warranties or representations as to its accuracy, timeliness or completeness. IN NO EVENT SHALL TREVO NOR ITS OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWSOEVER CAUSED RESULTING FROM YOUR PURCHASE OF THE PRODUCT, UNSUCCESSFUL CLAIM, REFUND OR CANCELLATION OF THE PRODUCT, ACCESS TO, USE OF OR INABILITY TO USE, RELIANCE ON OR DOWNLOADING FROM THE TREVO PLATFORM, OR ANY DELAYS, INACCURACIES IN THE INFORMATION OR IN ITS TRANSMISSION INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TREVO AND ITS OFFICERS, DIRECTORS AND EMPLOYEES SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS, TELECOMMUNICATION SERVICE PROVIDERS, LINKS TO THIRD PARTY WEBSITES, PERSONAL INJURY, THIRD PARTY CONTENT, PRODUCTS OR SERVICES, DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA, THE USE OR INABILITY TO USE THE TREVO PLATFORM OR THE CONTENT, ANY OTHER WEBSITE ACCESSED TO OR FROM THE TREVO PLATFORM, OR EVENTS BEYOND OUR REASONABLE CONTROL EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

To the fullest extent permitted by applicable law, We disclaim all representations and warranties relating to TREVO platform and its contents, including in relation to any inaccuracies or omissions in the TREVO platform, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

Notwithstanding Our efforts to ensure that the TREVO platform is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the TREVO platform, or electronic mail transmitted to and from Us, will not be monitored or read by others.

Although We use reasonable endeavours to ensure that any software or document made available on TREVO platform is suitable for downloading, installation and use by you, all such software or document is provided "as is" without any warranty. Specifically, and without limitation, We do not warrant that any such software or document is virus free, without defects, compatible with other software or operating systems or suitable for any specific purpose. We accept no liability for any loss or damage caused by the downloading, installation or use of any such software or document, and the general exclusions and limitations above apply to such downloading, installation or use by you.

While you are able to purchase the Product(s) through the TREVO platform, We do not represent or warrant the merchantability, quality, reliability, safety, fitness for a particular purpose, accuracy, availability of the Products which are supplied by Insurers through the use of the TREVO platform. YOU ACKNOWLEDGE AND

AGREE THAT IN PURCHASING OR ACQUIRING ANY PRODUCT(S) THROUGH THE TREVO PLATFORM THAT YOU WILL BE EXERCISING YOUR OWN JUDGMENT AND DISCRETION AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PRODUCT(S) REMAINS SOLELY AND ABSOLUTELY WITH YOU. YOU SHALL HAVE NO RECOURSE WHATSOEVER TO TREVO FOR ANY LOSS OR INJURY SUFFERED BY YOU AND TREVO OR ITS OFFICERS, DIRECTORS AND EMPLOYEES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE HOWSOEVER CAUSED, RESULTING FROM THE USE OF THE SERVICES.

10. INDEMNITY

You agree to indemnify, defend and hold harmless TREVO, its officers, directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal costs) sustained, incurred or paid by the TREVO directly or indirectly in respect of any of contents provided by you on or through the TREVO platform or which is sent to TREVO by electronic mail or your use or misuse of the TREVO platform or its contents, including infringement claims.

11. CONTACT

For any inquiries, requests, or complaints, related to the Services you can reach our customer service team through our live chat through the TREVO mobile application or e-mail help@trevo.my.

You agree that we may at times contact you via your provided telephone number through text message, messenger apps, pre-recorded messages calls, or calls, or via your provided email.

For any inquiries, requests, or complaints, related to the Product or the Insurers, You may contact the Insurers directly via the channels stipulated on the Insurer's website.

12. GENERAL

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

12.2 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Terms to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Terms to another person or entity with our prior agreement in writing.

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

that will not mean that we will automatically waive any right related to any later default by you.

- 12.4 Severance.** Each paragraph of the Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the invalidity of any such provision shall not affect the validity of the remaining provisions of the Terms of Service and the remaining paragraphs will remain in full force and effect.
- 12.5 Governing law and jurisdiction.** The Terms are governed by the laws of Malaysia and we each irrevocably agree to submit all disputes arising out of or in connection with the Terms to the exclusive jurisdiction of the courts of Malaysia.

APPENDIX I

TREVO Perks & Benefits

Purchasers are eligible to the following benefits based on the Terms below (limited to the first 1000 Purchasers only);

1. Cash Rebate of RM128 (only applicable to TREVO Hosts)
2. Replacement Car via TREVO Credits
3. Complimentary Buddy Driver Service

(collectively known as 'TREVO Perks & Benefits')

Terms of TREVO Perks & Benefits

1. Cash rebate of RM128

- Only TREVO Hosts will be eligible to redeem this one (1) time cash rebate of RM 128. TREVO Host means a Purchaser who has already listed his/her Vehicle on the TREVO platform for sharing OR a Purchaser who lists his/her Vehicle on the TREVO platform pursuant to purchasing the Product and the Vehicle listing is approved by TREVO within 14 days of purchasing the Product ("Eligible Host").

2. Replacement car via TREVO Credits

- In the event the Purchaser's insured vehicle is unavailable due to accident or any other default which is covered by the Product ("Damaged Vehicle"), the Purchaser will be eligible for a replacement vehicle throughout the coverage period of the Product based on the terms below.
- To redeem this, Purchasers will be given TREVO Credits where 1 TREVO Credit is worth RM 1. The total number of TREVO Credits that a Purchaser will receive will be based on the following formula:

$0.25\% \times \text{insured value of the Vehicle} \times 7 \text{ days}$

(Eg: if the insured value of the Purchaser's Vehicle is RM100,000, the total number of TREVO Credits that the Purchaser will receive is $(0.25\% \times \text{RM100,000} \times 7 = 1,750)$)

- Purchasers will then be able to book any Vehicle they wish on the TREVO platform using the TREVO Credits.
- TREVO may request for proof of evidence from the Purchaser on the Damaged Vehicle prior to providing the TREVO Credits. The Damaged Vehicle shall only be sent for repair to the Insurer's approved panel workshop.
- TREVO Credits which are not utilised during the period of redemption (1 year from the date of the Product Policy) will be forfeited.

- The utilisation of the replacement car will be subject to the TREVO Terms of Service which can be referred to at <https://TREVO.my/terms-of-service>.

3. Buddy Driver Service

- TREVO is partnering with Socar Mobility Malaysia Sdn Bhd (“Socar”) to provide the Buddy Driver Service. The Buddy Driver Service is where the Purchaser will be able to request for a driver (chauffeur) to drive the Purchaser using the Purchaser’s Vehicle to his/her designated location.
 - This complimentary service is provided to the Purchaser via a coupon code and is available up to 2 times per annum commencing from the date of Product policy. Each trip covers a maximum duration of 2 hours. Any period exceeding 2 hours will be charged directly to the Purchaser.
 - Purchasers who are interested to book the Buddy Driver Service shall request for the Buddy Driver via the TREVO Platform where the Purchaser will be directed to a request form. Purchasers will then be required to fill in the relevant information (such as location, time of booking etc.). Upon filling in the request form and accepting the Buddy Driver Service Terms and Conditions, a Buddy Driver will be provided to the Purchaser.
 - Please take note that currently this service is only available in selected areas.
 - This service will be provided and fulfilled by Socar directly, therefore any enquiries regarding this service shall be directed to Socar. TREVO shall not be held liable for any losses or damages suffered by any Purchaser during the course of utilising this service.
 - The utilisation of the Buddy Driver Service will be subject to the Buddy Driver Terms and Conditions which can be found at <https://buddydriver.socar.my/terms>.
4. TREVO Perks & Benefits will only be limited to the first 1000 Purchasers. Subsequent Purchasers will not be eligible to receive the TREVO Perks & Benefits or may receive a different set of TREVO Perks & Benefits based on TREVO’s discretion and no appeal on this matter will be entertained.
 5. These TREVO Perks & Benefits will be solely provided and funded by TREVO. Any enquiries or claims pertaining to TREVO Perks & Benefits shall be made directly to TREVO and not the Insurers.
 6. TREVO reserves the absolute right to substitute and/or replace the TREVO Perks & Benefits from time to time without any prior notice to the Purchasers. Any new/replaced TREVO Perks & Benefits will be posted on the TREVO platform and Purchasers are encouraged from time to time to check the TREVO platform for recent updates on TREVO Perks & Benefits. TREVO shall not be held liable for any loss or damage to Purchasers or any other third party in relation to the changes made to TREVO Perks & Benefits. For the avoidance of doubt, any changes made to

the TREVO Perks & Benefits shall not entitle the Purchasers to any claim or compensation against TREVO for any and/or all losses or damages suffered or incurred as a direct or indirect result of the act of replacing and/or removing any of the TREVO Perks & Benefits.

7. TREVO further reserves their right to use any collected personal data, in accordance with TREVO's Privacy Policy and the Purchasers are deemed to consent to such use with no monetary payment.
8. In order to redeem some of the TREVO Perks & Benefits, Purchasers may need to complete the TREVO Know Your Customer (KYC) process (if they have not done so at the time of signup) to be registered as a Host and/or Guest.
9. TREVO reserves the right in their sole discretion to disqualify any Purchaser and/or to refuse to provide any TREVO Treat(s) to the Purchaser if TREVO reasonably believes that the Purchaser has undertaken any fraudulent practices or activities or other activities harmful to the services provided by TREVO or if the Purchaser has breached this Terms and Conditions or the TREVO Terms of Service.
10. Purchasers may be contacted, at any time deemed appropriate by TREVO, via e-mail, Whatsapp or any other mode of communication deemed appropriate by TREVO.
11. TREVO Perks & Benefits are not exchangeable and/or transferable and cannot be exchanged or redeemed for cash.
12. TREVO reserves the absolute right to cancel, terminate or suspend any of the TREVO Perks & Benefits with or without any prior notice and/or assigning any reason. For the avoidance of doubt, cancellation, termination or suspension by TREVO shall not entitle the Purchasers to any claim or compensation against TREVO for any and/or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
13. TREVO, its subsidiaries, affiliates, and associated companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with the TREVO Perks & Benefits.
14. The Terms and Conditions contained herein shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other promotional or advertising materials.
15. TREVO reserves the absolute right to vary, delete or add to any of these Terms (wholly or in part) from time to time without prior notice to the Purchasers.
16. TREVO Perks & Benefits that are not utilised within the stipulated term cannot be carried forward to the following year and shall be forfeited.
17. TREVO Perks & Benefits can only be utilised by the Purchaser. For the avoidance of doubt, if the Purchaser purchases a Product on behalf of another individual, only the Purchaser will be able to enjoy the TREVO Perks & Benefits

as these are benefits provided exclusively to Purchaser's who are also TREVO members.

18. Unless otherwise defined in this Terms and Conditions or where the context otherwise requires, capitalised terms used in this Terms and Conditions shall have the same meanings ascribed to it in the TREVO TOS. In the event of any inconsistency, the capitalised term used here shall prevail, but only to the extent of such inconsistency.
19. These Terms and Conditions may be translated into other languages. In the event of inconsistencies between these Terms and Conditions and the translated versions, the English version shall prevail.
20. These Terms and Conditions shall be governed by the laws of Malaysia.