

Updated on 18 May 2026

TERMS & CONDITIONS FOR ACCESS TO AND USE OF LOADUP COMMERCIAL VEHICLE SHARING SERVICE

LOAD UP DIGITAL PTE. LTD., (Singapore UEN No. 202506046C) (hereinafter referred to as “LoadUp”), is a company incorporated in Singapore with its registered address at 8 Chang Charn Road #04-01 Link (THM) Building Singapore 159637, AND YOU, the person identified as the vehicle user and account holder (hereinafter referred to as “Hirer”).

This document stipulates the Terms and Conditions (This “Agreement”) between LoadUp and you, the Hirer.

LoadUp is the owner and operator of the LoadUp Mobile Application (the “App”) that provides an online platform to facilitate the booking of vehicles between owners and hirers for business or leisure use.

By using the LoadUp App, the Hirer acknowledges that he or she has read, understood, and unconditionally agree to be bound by the Terms and Conditions* set forth in this Agreement and accepts that LoadUp reserves the right to modify these Terms and Conditions at any time at its sole discretion. The Hirer's use of the LoadUp App to reserve, book, or use of the vehicle through LoadUp App after such changes have been incorporated will constitute the Hirer's agreement to the modified Terms and Conditions and all the changes.

*All changes to the Terms and Conditions will be incorporated directly into the Terms and Conditions that may be found at <https://LoadUp.com.sg/terms-conditions/>.

The Hirer therefore undertakes to read the Terms and Conditions carefully each time before using the LoadUp App and agrees to bear the risks of not doing so. The Hirer's continuous use of the LoadUp App amounts to its acceptance of all the amendments to the Terms and Conditions. For the avoidance of doubt, LoadUp does not undertake otherwise to inform the Hirer of any changes to the Terms and Conditions.

1. Eligibility

- 1.1 The Hirer shall warrant and undertake that he/she, shall (i) not be less than 21 years of age, and held a valid driving license (including being duly licensed and holding a valid driver's license as required under the law, excluding probational license holder), for at least twelve (12) months prior to the use of the LoadUp App, or (ii) be above twenty-five (25) years of age and possess a valid Singapore driving license of the same class as the Vehicle, and shall not be suffering from any physical infirmity or uncorrected defective vision or hearing or any state or condition which may adversely affect the driving ability.
- 1.2 Hirers who are not Singapore Citizens or Permanent Residents must have a valid work or study pass issued by the Ministry of Manpower. They must possess:
 - a. A valid Foreign Driving license and International Driving Permit; or
 - b. An official translation of your foreign driving license in English if an IDP is not available.
- 1.3 Hirer must possess a valid credit or debit card account or payment methods that are accepted by LoadUp and the LoadUp App.
- 1.4 Hirer must not owe LoadUp any money.
- 1.5 Hirer must not be a bankrupt, be facing bankruptcy charges, or have been declared a bankrupt.
- 1.6 Hirer must ensure that the residential address, personal information and contact details in their LoadUp profile are accurate and up to date at all times, and shall re-verify this information every 180 days, or when prompted by LoadUp, whichever earlier.

2. User Responsibilities

- 2.1 It is the Hirer's responsibility to ensure their eligibility to access the location to collect the vehicle. LoadUp shall not be responsible for any booking cancellations resulting from the Hirer's inability to access the location.
- 2.2 Prior to driving off, the Hirer shall unlock and inspect both the interior and exterior of the vehicle for the following:
 - a. evidence of physical damage to the vehicle;
 - b. evidence of vehicle malfunction; and
 - c. evidence of gross compromise to cleanliness of the vehicle.

- 2.3 Prior to the commencement of any booking, the Hirer is required to submit a real-time self-photograph ("selfie") via the designated platform or application for identity verification purposes. This is to ensure that the individual who made the booking is the same person operating the vehicle.

Failure to comply with this requirement, or any mismatch in identity, may result in the cancellation of the booking and/or denial of vehicle handover. Additionally, such non-compliance may affect the validity of any insurance coverage and raise concerns regarding the driver's legal eligibility to operate a vehicle in Singapore. LoadUp reserves the right to take appropriate action in such cases, including making claims against the Hirer and/or making a report to the relevant authorities.

- 2.4 In relation to Clause 2.2, the Hirer must submit relevant photographs and/or evidence of damage, malfunction, and/or gross compromise to cleanliness of the vehicle on the App prior to driving off from the designated LoadUp parking space. LoadUp reserves the right to invoice to the previous Hirer for all fees, expenses, charges, repair costs and/or damages incurred as a result of such damage, malfunction, and/or gross compromise to cleanliness of the vehicle.
- 2.5 Hirer is deemed to be satisfied with the vehicle's condition if there are none or insufficient relevant photographs and/or evidence (as mentioned in Clause 2.2) submitted via the App as soon as the vehicle has moved off from the designated LoadUp parking space.
- 2.6 Hirer agrees to abide by the Usage Guidelines set out in Clause 4 and accepts the penalties, charges, and implications should he or she be found to have breached any of the guidelines set out in Schedule 2.
- 2.7 Unauthorized modifications or alternations to the vehicle, removal or tampering with any existing accessories, fixtures or fittings installed in the vehicle (including but not limited to removing any in-car camera, speed warning devices etc) whether prior to, during or after the booking, are strictly not allowed. A convenience fee, along with any reinstatement fee determined based on the degree of reinstatement required and the extent of work involved, shall be imposed and may be charged unilaterally by LoadUp:
- a. against the Hirer's debit or credit card;
 - b. by cheque to Load Up Digital Pte Ltd; or
 - c. via PayNow to 202506046C.
- to reinstate the state of the vehicle if LoadUp identify such modifications are made to the vehicle.
- 2.8 LoadUp is a Point A to Point A vehicle rental service. Upon completion of the booking, the Hirer must return the vehicle to its designated LoadUp parking space in a condition that is similar to or better than when the vehicle was first collected.
- 2.9 Hirer must return the vehicle to its designated parking space together with all its tyres, accessories, and equipment, as per the state of the vehicle at the point that the vehicle was first collected by the Hirer.
- 2.10 Hirer must complete an inspection of the vehicle of both the interior and exterior of the vehicle before ending the booking at the designated LoadUp parking space, for the following:
- a. evidence of physical damage to the vehicle;
 - b. evidence of vehicle malfunction; and
 - c. evidence of gross compromise to cleanliness of the vehicle.
- 2.11 In relation to Clause 2.10, the Hirer is required to document the inspection of the vehicle, submitting relevant photographs and/or evidence of damage, malfunction, and/or gross compromise to cleanliness of the vehicle on the App.
- 2.12 Hirer accepts that he or she may be liable for any fees, expenses, repair costs, penalties and/ or damages incurred, imposed ordered as a result of damage, malfunction, and/or gross compromised to cleanliness of the vehicle, if the Hirer does not possess photographs to substantiate the fact that any alleged damaged, malfunction, and/or gross compromised to cleanliness to the vehicle was not caused by him or her.
- 2.13 LoadUp reserves the right to impose penalties and application charges if the vehicle is returned late, in an unsatisfactory condition, and/or not to its designated lot, at LoadUp's full and sole discretion.
- 2.14 Unless otherwise instructed by LoadUp, all penalties and charges paid to LoadUp shall be made and/or charged unilaterally by LoadUp:
- a. against the Hirer's debit or credit card;
 - b. by cheque to Load Up Digital Pte Ltd; or
 - c. via PayNow to 202506046C.

- 2.15 Hirer agrees that LoadUp will not be liable for any items left in the vehicle during and after their booking; any items found and handed to LoadUp may be handed over to the relevant authorities or after being held for sixty (60) days, be discarded, donated, or auctioned off.

3. Booking & Payments

- 3.1 All fees are in Singapore dollars and are subjected to prevailing Goods and Services Tax (GST) (where applicable).
- 3.2 Total charge of the booking, depending on the Hirer's usage, would include:
- a. **"Time Charge"** which is calculated on a part thereof basis for the first hour of the booking, and in fifteen (15) minutes blocks on a part thereof basis for subsequent time after the first hour, up to daily or weekly (7 days) blocks;
 - b. **"Mileage Charge"** which is based on the distance (in kilometres) driven during the booking period; and
 - c. **"Late Return Fee"** of S\$15 for each fifteen (15) minutes block on a part thereof basis, where applicable.
 - d. **"Extension Fee"** shall refer to the additional charges imposed where the Hirer extends the duration of the vehicle booking, calculated based on the prevailing rates at the time of extension.

The applicable rates shall be as published on the mobile application and on <https://loadup.com.sg/rates/>. Additional extension fees and Goods and Services Tax (GST) shall apply where applicable.

- 3.3 The Mileage Charge is calculated using the vehicle's odometer readings. For each booking, the mileage driven equals the odometer reading recorded at the end of the booking minus the odometer reading recorded at the start of the booking, measured in kilometres. If an odometer reading is unavailable, faulty, or reasonably suspected to be inaccurate (including due to tampering), the mileage may be determined by reference to GPS records, or a reasonable estimate by LoadUp based on available evidence.
- 3.4 Hirer will pay for the booking fees incurred during his/ her booking.
- 3.5 The Hirer authorises LoadUp to charge all applicable booking fees (including the Time Charge, Mileage Charge and any Late Return Fee) to the primary payment method saved in the Hirer's account via the App upon completion of the booking or when such fees otherwise become due. The Hirer must ensure that the primary payment method remains valid and permits successful payment deductions. If the charge is unsuccessful, the Hirer authorises LoadUp to charge any other payment method saved to the account (if any). If no alternative payment method has been saved to the account or if such attempts are unsuccessful, the Hirer must immediately contact LoadUp customer service to arrange for settlement of any outstanding amount.
- 3.6 When adding a new credit or debit card to the App, an authorization amount of S\$1 may be held against the Hirer's card for card validation purposes. LoadUp will instruct the card's issuing bank to release the authorization amount, if incurred during the addition of new credit or debit card to the App, after seven (7) days and the issuing bank, at its discretion, will subsequently release the held amount.
- 3.7 The payment will be broken down into 2 stages:
- a. Upon confirmation of a booking by the Hirer, LoadUp will charge the booking's Total Time Charge against the Hirer's selected payment method.
 - b. At the end of booking, the total Mileage Charge, Extension fees, and Late Return Fee (if applicable), including GST, will automatically be charged once the booking has ended, by LoadUp against the Hirer's selected payment method.
- 3.8 In the event that any receipt issued to the Hirer contains any miscalculation, typographical errors, inaccuracies or omissions, LoadUp reserves the right to carry out any such measures deemed appropriate without limitation correcting the accuracies or omissions:
- a. For shortfalls in payment, additional amounts shall be charged to the Hirer;
 - b. In the event of overpayments, excess amounts shall be refunded to the Hirer.
- 3.9 Should there be a failure to charge the Hirer's selected payment method due to insufficient balance at the end of a booking, a S\$50 administrative fee will be imposed on the Hirer in addition to any amount due to Loadup.

4. Usage

- 4.1 The App is primarily used to reserve, book, unlock and lock vehicles booked on the LoadUp's online platform.

- 4.2 Hirer may reserve or use the vehicle that are available at the time of booking only in Singapore.
- 4.3 The booked vehicle shall only be operated by the Hirer, who is the owner of the account used to book the vehicle. The Hirer must warrant and undertake that the Vehicle will be handled in a skillful and proper manner. The Hirer shall be competent to use the Vehicle (including being duly licensed and holding a valid driver's license as required under the law, excluding probational license holder), and the Hirer shall not use the Vehicle beyond its specified capabilities or otherwise than for its original purpose or function;
- 4.4 The Hirer will not use, or permit anyone, to use the vehicle for any purpose that is not expressly designed or allowed for use (as stipulated in this Agreement):
- Hirer will not use, or permit anyone to use, the vehicle for any commercial, subleasing, racing, driving instruction/ tuition, private hire, towing, pace-making, off-road driving, delivery of contraband items and/or competition in any form of motorsport or any illegal purpose whatsoever.
 - Hirer shall not use or operate the vehicle, or permit anyone to use the vehicle:
 - Under the influence of alcohol or any intoxicating substance;
 - To carry hazardous or dangerous materials;
 - To intentionally, negligently, or in any way or for any reason expose the vehicle to danger or risk including damage, and vandalism; and/ or
 - For any illegal purposed and/ or in contravention of the laws of the applicable country including Singapore.
- 4.5 The Hirer agrees that he or she is responsible and liable to LoadUp for all costs and expenses (including legal costs on a full indemnity basis) incurred or suffered by LoadUp in the exercise of any of LoadUp's rights and remedies in enforcing any of the provisions of this Agreement including ascertaining the whereabouts of the vehicle, or regaining possession of the vehicle and preserving and storing the vehicle thereafter and of any legal proceedings taken by LoadUp to enforce or attempting to enforce the provisions of this Agreement. The Hirer shall indemnify LoadUp and keep LoadUp indemnified against damage, loss or destruction of the vehicle howsoever the same may arise notwithstanding that such damage, loss or destruction occurred without any fault or neglect on your part. In the event the vehicle is lost, damaged or destroyed for any reason whatsoever including but not limited to theft, collision, forfeiture, confiscation, seizure, fire, vandalism regardless whether the same is due to your fault or neglect, the Hirer shall pay LoadUp the full cost of the Vehicle or the cost of obtaining an equivalent replacement vehicle (less any insurance proceeds, if applicable) as well as compensate LoadUp for the loss of use (rentals) of the vehicle for the period required to obtain the replacement vehicle plus all administrative and incidental costs, expenses, fees, repair costs including legal costs on an indemnity basis.
- 4.6 Without limiting the scope and effect of Clause 4.5, Hirer shall be fully responsible for all costs, expenses, repair costs, fees (including Vehicle recovery expense and legal costs on an indemnity basis) and damages arising from the loss of use of a vehicle, a breach of this Agreement or the occurrence of the following, including but not limited to:
- Vehicle accident, fire, theft, and any loss or damage caused to the vehicle;
 - Fuel, charging, and parking charges, Electronic Road Pricing (ERP) fees, and traffic and parking fines;
 - Vehicle being seized, forfeited to or confiscated by the authorities;
 - Reckless or negligent operation of the vehicle; and
 - Operating the vehicle under intoxication.
- 4.7 Hirer shall not remove or interfere with any decals, marks, plates, or accessories affixed to the vehicle including but not limited to LoadUp identification decals on the vehicle, in-car camera including their SD cards, speed warning device, and mobile phone holders.
- 4.8 Hirer acknowledges that where a fuel card is made available in the LoadUp vehicle, it shall be only be used for refueling of the LoadUp vehicle that the card came with. The card shall not be used by the Hirer to refuel any other vehicle or for any other purposes other than refueling the LoadUp vehicle that it came with.
- 4.9 Hirer acknowledges that (i) the provision of an in-car camera is solely for the benefit of LoadUp's use, and not for the Hirer's benefit, (ii) LoadUp does not warrant the working condition of any in-car cameras, that are provided only for LoadUp's sole benefit, and (iii) Hirer accepts that the non-availability or faulty condition of any in-car camera does not constitute any breach by LoadUp's Terms and Conditions of the Agreement, and does not constitute a waiver of any LoadUp's rights against Hirer.
- 4.10 Hirer may reserve a vehicle up to fourteen (14) days in advance from the planned collection time for a maximum of seven (7) days per booking.
- 4.11 After making a booking or while a booking is in progress, subject to the vehicle's availability, Hirer may opt to extend the booking. This extension may not exceed the maximum booking period of three (3) hours.

- 4.12 Cancellation of the reservation is possible prior to the booking. Unless a cancellation has been made, the booking period is deemed to have commenced at the reserved start time and cancellation fee might be incurred and will be fully borne entirely but the Hirer.

Cancellation fee applies:

Cancellation within an hour before start time	80%
Cancellation between 1-48 hours before start time	50%
Cancellation more than 48 hours before start time	0% (no charge)

No Mileage Charge will apply as the vehicle has not been driven.

- 4.13 Hirer acknowledges and agrees that LoadUp may charge the relevant extension, amendments cancellation, and booking usage fees to the payment method linked to their account on the App upon cancellation or completion of the booking period.
- 4.14 Ending the booking at exactly 15 minutes or more past the scheduled booking time will incur S\$15 for every 15 minutes interval.
- 4.15 In the event where such cost is incurred, the Hirer acknowledges and agrees that LoadUp may charge the incurred relevant fees at its sole discretion to Hirer's payment method linked to their account on the App.
- 4.16 The LoadUp vehicle is strictly for use in Singapore only. Hirer shall not drive any LoadUp vehicle outside of Singapore.
- 4.17 Any use of LoadUp vehicles outside of Singapore constitutes a breach of LoadUp's Terms and Conditions and will be deemed as unauthorized use and the Hirer shall accept that he/she will NOT be covered by the insurance provided with the rental of LoadUp.
- 4.18 In the event where the Hirer gets into an accident outside of Singapore, the Hirer will be fully liable for all costs, expenses and claims relating to the accident including legal costs on an indemnity basis.
- 4.19 Should LoadUp detect that the vehicle has been driven out of Singapore, a penalty of S\$1,000 will be charged to the Hirer's payment method linked to their account on the App.
- 4.20 If LoadUp is required to repossess or tow a vehicle back to Singapore, LoadUp will charge the Hirer a cross-border repossession fee of S\$1,000 (on top of the other fees incurred in Clause 4.19), as well as any associated administration costs, charges and expenses (including legal costs on an indemnity basis) and damages for loss of use of the vehicle.
- 4.21 During the booking period, Hirer will be responsible for any breach of traffic rules, parking rules, regulations and other incurred costs (including but not limited to any tickets, surcharges, tolls, fines, and penalties) in addition to any Time Charges, Mileage Charges, Extension Fees and any other costs, charges and expenses incurred in accordance with the terms of this Agreement. The Hirer shall assume all responsibilities, liabilities and risks for the vehicle and the custody and the use thereof and for all injuries to and/or deaths of persons, and loss and damage to property however caused by or arising from the use of the vehicle.
- 4.22 Should LoadUp receive a ticket, fine, or penalty in connection with the use of the vehicle by the Hirer, LoadUp will send the relevant Hirer's information to the relevant authorities as the relevant person who was operating and using the vehicle and charge the Hirer a processing fee of S\$350 via his or her debit or credit card or request for payment of this processing fee via PayNow to 202506046C or such other payment methods as determined by LoadUp in its sole discretion. The Hirer shall indemnify LoadUp against all fines, penalties and liabilities imposed on LoadUp or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto (including legal costs on a full indemnity basis) incurred by LoadUp.
- 4.23 Hirer acknowledges and agrees to allow LoadUp to provide his or her identity details to any law enforcement authority on request and/ or otherwise in connection with any breach of applicable laws by the Hirer and/or the users of the vehicle.
- 4.24 Should the Hirer cause any LoadUp vehicles to be impounded, towed, and/or disabled through wheel clamp or any other means, LoadUp will impose an administrative fee of S\$350 on top of any associated recovery costs and loss of use charges for the vehicle.

- 4.25 Loss-of-Use Charges shall be imposed in the event that, for any reason attributable to the Hirer, the vehicle cannot be rented out, resulting in lost revenue or opportunity cost. Such Loss-of-Use Charges shall be calculated with reference to the vehicle's prevailing rental rate and shall be determined by LoadUp at its sole discretion.

5. Accident and Breakdown

- 5.1 You shall give immediate notice in writing to LoadUp of any loss damage or destruction and to maintain on the vehicle any insignia identification or maker's marks or plates as required by LoadUp and shall not remove or deface the same. If the vehicle is involved in an accident resulting in injury or death to persons, or loss or damage to property or the vehicle, you shall immediately notify LoadUp, the insurance company and the police and other relevant authorities in writing no later than 24 hours after the accident. You shall not make any compromise, offer, promise of payment, payment of fine or indemnity without written instructions from LoadUp, LoadUp's solicitors or LoadUp's insurance company. You shall arrange for the vehicle to be delivered to LoadUp's authorised workshop or such other designated place as LoadUp may inform you from time to time at your own cost and expense and, without prejudice to any other provisions in this Agreement, you shall only be entitled to the use of the vehicle upon certification in writing that the vehicle is ready for your collection. You hereby unconditionally and irrevocably assign absolutely all your rights, titles and interests in the claims, including insurance claims, and loss and damage claims arising from or in connection with the accident to LoadUp.
- 5.2 The Hirer acknowledges that the issues listed below are preventable through the careful, proper, and correct use of the vehicle, and do not constitute a "breakdown" for the purpose of this Agreement:
- a. Immobilization of the vehicle due to an empty fuel tank;
 - b. Inability to lock or unlock the vehicle due to flat remote battery;
 - c. Depleted vehicle ignition battery; and
 - d. any fault as a result of negligent use of the vehicle's components, mechanical parts, and/ or computer or electronic system.
- 5.3 In the event of a breakdown, the Hirer may be provided with a replacement vehicle, a refund of the relevant booking fees via the issuance of a promo code, or a combination of both or any other options which shall be decided by LoadUp at its sole discretion.
- 5.4 In the event of a damage or accident, the Hirer efforts to:
- a. inform LoadUp or its partners, of the accident via the App or the designated reporting phone line as soon as possible;
 - b. not admit any fault or liability for the accident;
 - c. obtain the vehicle registration number(s) of the relevant vehicle and contact information of the involved parties and witness(es) to the accident, including the relevant parties' name(s), NRIC/ID number(s), and contact details;
 - d. take photographs of the damage done to the LoadUp vehicles;
 - e. take photographs of the damage done to the other party's vehicle(s), if applicable;
 - f. take photographs of the damage done to any property affected by the accident, if applicable;
 - g. file a report to an appointed accident reporting centre or with the appointed accident response representative within 24 hours of the accident occurrence;
 - h. cooperate with LoadUp to provide the necessary information and assistance as LoadUp may require; and
 - i. file a police report if any parties sustain an injury.

If the reporting of the accident submitted by you to the police or any other relevant authorities is not in form and/or content to LoadUp's satisfaction for any reason whatsoever, you shall make such further report to the police or to the relevant authorities as may be directed by LoadUp containing such matters as LoadUp may require or directed by LoadUp. In addition, you shall provide such drawings, information or assistance as LoadUp or LoadUp's insurers may require at any time and from time to time.

- 5.5 Hirer will be liable for any incidental costs and expenses arising out of an accident, including but not limited to fees, charges, costs and expenses incurred for vehicle recovery, towing services, loss of use, repair costs, legal costs on an indemnity basis and/ or fines imposed by the relevant authorities.
- 5.6 In the event the Hirer fails to report the accident or any damage sustained during the booking, to the appointed Accident Reporting Centre as required in Clause 5.4(g) or fails to provide the necessary information and assistance to LoadUp as required in Clauses 4.4(a) to 4.4(i), all insurance coverage will cease to apply and Hirer will become liable for the full cost of the accident and any incidental costs arising from the accident as stipulated in Clause 5.5.

- 5.7 Loss-of-Use Charges shall apply where, due to any cause attributable to the Hirer, the vehicle is unable to be rented out, resulting in loss of revenue or opportunity cost. Such Loss-of-Use Charges shall be calculated based on the prevailing hourly rental rate of the vehicle and determined by LoadUp at its sole discretion
- 5.8 Any demand, receipt, invoice, notification or certificate given by any of the authorized officer of LoadUp specifying amounts due and payable under or in connection with any of the provisions of this Agreement shall, in the absence of manifest error, be final, conclusive and binding on the Hirer.

6. Insurance Policy and Collision Damage Waiver

- 6.1 LoadUp will be responsible for the road tax, maintenance, insurance and servicing of the Vehicle. Hirer agrees that the differences between driving experience and age may affect the applicable excess amount and any additional excess amount, as set out in Schedule 1.
- 6.2 During the booking period:
- a. LoadUp will arrange to insure the Vehicle against the risks described in the Schedule. The Hirer shall be fully responsible for any loss or damage not covered by the insurance. As the Vehicle is for commercial use only, the Hirer will be wholly responsible for any loss, damage, injury, death or other claims relating to any driver and/ or passenger carried in the Vehicle. LoadUp will apply for the insurance coverage with an insurance company approved by LoadUp at its sole and absolute discretion, and LoadUp may change the insurance policy/company annually or from time to time in its discretion. In the event the Vehicle is damaged beyond repair and is a total loss, the Hirer will be liable to LoadUp for the loss of the Vehicle based on the market valuation of the Vehicle. The Hirer undertakes to strictly comply with the terms and conditions of the insurance policy. Details of the insurance coverage and excess table are set out in Schedule 1 below.
 - b. In the event of any accident, the Hirer are to notify LoadUp immediately within 24 hours of the accident. Hirer will be charged the sum S\$1,000.00 if you breach this Clause. If the Hirer fail to report the accident within 24 hours and the insurance policy is repudiated, Hirer shall be fully liable to LoadUp for all loss, damage, injury, death and/or other claims relating to the accident.
- 6.3 The insurance will only cover the Vehicle while in the possession of the Hirer or the authorized drivers arising in the course of use of the Vehicle. For the avoidance of doubt, the insurance cover is solely for LoadUp's benefit and any insurance proceeds or benefits received shall not reduce or release the Hirer from his liabilities to LoadUp. The Hirer shall be liable to LoadUp for the Excess Amount as stated in Schedule 1 on a per accident per claim basis in respect of the risks described in the insurance policy.
- 6.4 In the event the Vehicle is involved in an accident or a claim is made under the insurance for any reason whatsoever, the Hirer agrees that LoadUp reserves the right to increase the Excess Amount at its sole and absolute discretion for the Vehicle and any other vehicle(s) leased by LoadUp to the Hirer under any lease agreement. In addition, the Hirer shall further be liable to LoadUp for any increase in insurance premiums arising from any claims made to the insurers during the Lease Period.
- 6.5 The insurance policy does NOT cover and will be automatically cancelled for anyone driving under the influence of alcohol, intoxicants, medication or drugs which will affect his or her ability to drive or operate the Vehicle and any other exceptions and restrictions as provided in the insurance policy. The Hirer will be fully responsible and liable for all loss, damages, costs, injury, or death relating to the Vehicle and any third-party claims.
- 6.6 LoadUp shall not be liable for any of the following, and the insurance policy shall not cover the following:-
- (i) death of or bodily injury to any person, including driver in the employment of the Hirer arising out of and in the course of such employment;
 - (ii) death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Vehicle for loading thereon or the taking away of the load from the Vehicle after unloading therefrom;
 - (iii) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Vehicle except so far as is necessary to meet the requirements of the Legislation.
- 6.7 If any death or bodily injury to Hirer and/or their passengers arises from an accident occurring during the course of their work or employment, for which the Hirer and/or their passengers are wholly or partially at fault, the Hirer shall be fully liable and shall ensure sufficient coverage under their own Work Injury Compensation insurance. The Hirer shall comply with all of Ministry of Manpower's Workplace Safety and Health regulations and/or policies accordingly.
- 6.8 Unless expressly approved in writing by LoadUp, the applicable insurance policy does not extend to or provide coverage for any personal injury claims arising from passengers who are (i) not engaged in, related to, or involved in the Hirer's business; or (ii) in any way related to the Hirer personally. Any such coverage shall only take effect upon written authorization issued by LoadUp and shall not be implied by use of the vehicle or otherwise.
- 6.9 The Hirer shall pay the insurance excess in advance as long as there is any incident involved regardless the liability. The insurance excess will be returned only after clearing of liability from insurance company. In the event the Vehicle is involved in an accident or a claim is made under the insurance for any reason whatsoever, the Hirer agrees that he shall pay all excess upfront and in advance regardless of whether the Hirer is at fault. The excess will only be refunded after the insurer determines

that the Hirer is not legally at fault.

7. Limitation of Liability

- 7.1 The Hirer shall hold LoadUp and its officers, directors, employees and agents harmless and indemnify LoadUp against all claims, actions, suits, proceedings, costs, expenses, repair costs, damages and liabilities (including legal costs on an indemnity basis) arising out of, connected with or resulting from this Agreement and the vehicle, including but not limited to the possession, presence, use, operation, repossession or return of the vehicle and enforcement of the terms of this Agreement.
- 7.2 The Hirer acknowledges and agrees that the use of a vehicle involves the risks of death, injury and property damage, and the Hirer accepts all such risks arising out of or in connection with the use of the vehicle.
- 7.3 To the fullest extent permitted under applicable laws, save in respect of death or personal injury caused by the negligence of LoadUp, LoadUp shall not be liable to the Hirer, or any other person or entity for any direct, indirect, special, incidental, consequential or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use or costs of obtaining substitute services) arising out of the use, inability to use (including without limitation due to any cancellations or amendments of bookings by LoadUp under Clause 4), unauthorised access to or use or misuse of the services provided under the LoadUp App, whether based upon warranty, contract, tort (including negligence), or otherwise, even if LoadUp has been advised of the possibility of such damages or losses.
- 7.4 Notwithstanding the above, to the fullest extent permitted under the applicable laws, LoadUp's aggregate liability for all claims arising from this Agreement (if any) to a relevant Hirer shall not exceed (i) the aggregate amount which the relevant Hirer had paid to LoadUp in relation to the use of the LoadUp App and/or vehicle, or (ii) S\$100, whichever is lower.

8. Termination by LoadUp

LoadUp may on any breach by the Hirer of any of the provisions of this Agreement terminate this Agreement with seven (7) days written notice to the Hirer and on such termination, this Agreement and the lease constituted by this Agreement shall determine and you shall no longer be in possession of the vehicle with LoadUp's consent.

9. Automatic Termination

Upon the occurrence or threatened occurrence of any of the following events:

- 9.1 the Hirer shall default in payment of any sums or other monies payable hereunder;
- 9.2 the Hirer has made any representation or warranty to LoadUp in connection with this Agreement which is unfair or untrue or incomplete or if any such representation or warranty shall be breached or proven to be incorrect or incomplete in any material respect;
- 9.3 the Hirer is or shall be convicted of any offence involving fraud or dishonesty;
- 9.4 in the case of the Hirer being a company or a corporation, if there is any change (which LoadUp considers as material in its sole and absolute discretion) in the composition of the shareholders of or control of the Hirer shall have taken place without the prior consent of LoadUp;
- 9.5 in the case of the Hirer being a partnership or an LLP, the dissolution of the Hirer, or the bankruptcy, death, resignation, withdrawal or insolvency of any of the partners of the Hirer;
- 9.6 where any indebtedness of the Hirer under any other contract or agreement becomes due and payable before its stated maturity;
- 9.7 the Hirer shall do or threaten to do any act, which in the opinion of LoadUp may prejudice or jeopardise LoadUp's property or right in the vehicle;
- 9.8 if the Hirer takes any action or step for bankruptcy or voluntary arrangement in any jurisdiction, or any proceedings for bankruptcy is commenced or threatened against the Hirer;

- 9.9 if the Hirer stops, suspends, threatens to stop or suspend their indebtedness, proposes to make a general assignment or arrangement or composition with or for the benefit of their creditors or a moratorium is agreed or declared in respect of or affected their indebtedness;
- 9.10 if the Hirer shall be unable or presumed unable to pay debts as they fall due under the Bankruptcy Act (Cap. 20), Companies Act (Cap. 50) or the Insolvency, Restructuring and Dissolution Act 2018 (as the case may be), or if the Hirer being a company, proceedings for judicial management, receivership or winding up (whether voluntarily or otherwise) are commenced or threatened against it or resolutions for the same are passed;
- 9.11 if the Hirer shall permit any court judgment or order in any jurisdiction or any arbitral award against the Hirer to remain unsatisfied for more than seven (7) days;
- 9.12 any execution is levied or threatened upon or against any of the Hirer's property or if any application is made under the Distress Act (Cap. 84) or any statutory modification thereof or any other statutory provision for the issue of a writ of distress against the Hirer with respect to the vehicle or any part thereof or with respect to any other property of the Hirer or if any distress shall be levied or threatened against the vehicle or against any property of the Hirer;
- 9.13 if the Hirer shall abandon the vehicle or do or suffer to be done any act or thing whereby LoadUp's rights hereunder or rights or property to the vehicle shall or may be prejudiced or jeopardized;
- 9.14 if the Hirer shall use or permit the vehicle to be used in breach of the terms of the motor insurance policy;
- 9.15 if the vehicle is removed or concealed, or caused or permitted to be removed or concealed by the Hirer;
- 9.16 if the Hirer commits any breach or default under any other agreement between LoadUp and the Hirer;
- 9.17 if the vehicle is lost or damaged beyond repair;
- 9.18 if the Hirer dies or is declared by a Court of competent jurisdiction to be mentally unsound or otherwise incapable of handling his and/or their affairs;
- 9.19 if the Hirer or any other person authorised by the Hirer to drive the vehicle is or become subject to a disqualification from holding or obtaining a driving licence under the Road Traffic Act (Cap. 276) or any other relevant statutory provision;
- 9.20 if the vehicle is used in the commission of any offence or contrary to any law;
- 9.21 if the vehicle is seized, confiscated, or forfeited by the Court or any government body;
- 9.22 if any suit, proceedings or action of any kind whatsoever including but not limited to litigation, enforcement, arbitration, administrative, criminal, bankruptcy and/or winding up proceedings shall be commenced, threatened or continued against the Hirer;
- 9.23 any event occurs which, under the law of any relevant jurisdiction, has an analogous or similar effect to any of the events hereinabove; or
- 9.24 any of the foregoing events or analogous events or proceedings occur in any other jurisdiction,
- then this Agreement shall automatically and without notice determine and thereupon you shall cease to be in possession of the vehicle with LoadUp's consent.

10. Your Liability on Termination by LoadUp/Automatic Termination

Upon the termination of this Agreement under Clauses 8 or 9 above, LoadUp shall be entitled to forfeit any deposit paid without notice to you as compensation for your breach and you shall be liable to pay LoadUp (in addition to all other sums which shall be owing to LoadUp):-

- 10.1 All arrears of the Time Charges, Mileage Charges accrued due and unpaid up to the date of termination plus any Late Return Fee (both before and after judgment);
- 10.2 Loss and damages for breach of this Agreement calculated as liquidated damages based on the aggregate sum of the Time Charges and Mileage Charges for the remainder of the booking period and all charges for loss of use of the vehicle. You hereby

agree that these damages are genuine pre-estimates of our losses and damages suffered by LoadUp by reason of the early termination of this Agreement.

- 10.3 The costs of all repairs and reinstatement required to be done to the vehicle to put it in a condition in which the Vehicle was first obtained by you under this Agreement.

11. LoadUp's Right to Repossess

- 11.1 If you breach any term of this Agreement, LoadUp may without notice regain possession of the vehicle and may for that purpose, by LoadUp's servants or agent without previous notice, enter upon any land or premises on or in which the vehicle is believed by LoadUp to be situated. If LoadUp is unable to repossess the vehicle or recover the vehicle, you shall in addition to and without prejudice to any other provisions herein, be liable for the costs and expenses incurred in procuring a replacement vehicle of similar make and year as the vehicle.
- 11.2 For the purpose of taking possession of the vehicle in accordance with this Agreement, you agree that LoadUp, its servants and agents shall be entitled to enter upon the premises or place occupied by you or in your possession in which the vehicle may be found at the time of taking possession.
- 11.3 All costs and expenses (including legal costs on a full indemnity basis and repossession charges in the sum of S\$1,000.00) incurred by LoadUp in regaining possession of the vehicle shall be borne by you on a full indemnity basis.

12. LoadUp's Right to Repossess

Without prejudice to Clause 11, upon the termination of this Agreement, you shall at your own costs and expense, deliver up the vehicle to the designated lot or such other address as LoadUp may specify, or if required by LoadUp and hold the Vehicle available for LoadUp's collection at your costs and expense. The vehicle shall, in any event, be returned to LoadUp together with the user manual(s), instruction booklets and other similar documents, all accessories and fittings (including the stereo system), tools and any other items supplied with the vehicle.

13. Data Privacy & Consent

- 13.1 The downloading and installation of the mobile application is voluntary and controlled entirely by the user of the mobile phone.
- 13.2 This Personal Data Protection Policy notice for personal data ("Notice") is issued to LoadUp's Hirers, pursuant to the statutory requirements of the Personal Data Protection Act 2012 ("PDPA").
- 13.3 LoadUp recognizes the importance of the personal data Hirers have entrusted to it and understands its responsibility to properly manage, protect and process the personal data of Hirers.
- 13.4 During the Hirer's course of dealing with LoadUp, LoadUp may have, and/ or will collect, use, disclose and process Hirers' personal data for purposes, including but not limited to, communicating; providing services, responding to your enquiries or complaints, provide you with information and/or updates on products, services and/or promotions offered by LoadUp and/or its associated and its subsidiary companies or any selected third parties and other purposes required to operate and maintain business as set out in LoadUp's Personal Data Protection Policy.
- 13.5 In order to conduct LoadUp's business operations, LoadUp may also be disclosing the personal data provided by Hirers to LoadUp's third party service providers, agents and/or LoadUp's affiliates and/or subsidiary companies or related corporations, and/or other third parties whether sited in Singapore or outside of Singapore, for one or more of the above-stated purposes.
- 13.6 Such third-party service providers, agents and/or affiliates or related corporations and/or other third parties would be processing your personal data either on LoadUp's behalf or otherwise, for one or more of the above-stated purposes.
- 13.7 LoadUp has the right to request for access to, or to request for a copy of and to request to update or correct the Hirer's personal data held by LoadUp.
- 13.8 The Hirer has the right at any time to request LoadUp, by sending a writing request to hello@loadup.com.sg, to limit the processing and use of his/her personal data. (For example, requesting LoadUp and/or its related companies to stop sending the Hirer any marketing and promotional materials or contacting Hirer for marketing purposes.)

13.9 By submitting personal data to LoadUp, the Hirer consents to LoadUp collecting, using, disclosing and processing your personal data in accordance with Section 8 of this Agreement.

13.10 The Hirer warrants that all personal data provided by the Hirer is accurate and complete, and that none of it is misleading or out of date.

13.11 The Hirer will promptly update LoadUp in the event of any change to his or her personal data.

13.12 In some circumstances, the Hirer may have provided personal data relating to other individuals (such as his/her spouse, family members or other third-party including minors) to LoadUp. The Hirer represents and warrants to LoadUp that (i) he/she is authorised to provide third parties' personal data to LoadUp, and (ii) the Hirer has obtained the consent of the relevant third parties for the collection, use, disclosure and processing of the third parties' personal data in accordance with this section.

13.13 This Agreement is governed by and construed in accordance with the laws of Singapore.

13.14 LoadUp and the Hirer hereby submit any disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of Singapore.

13.15 If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to the extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

14. Defects of the Vehicle

LoadUp shall not in any way be liable in contract or tort or otherwise for any loss, damage, injury or death to you or any other person by reason of manufacturing or other defect in the vehicle whether such defect be latent or apparent on examination and LoadUp shall not be liable for any claim made against you by a third party for such loss, damage, injury or death.

15. Consequential Losses

LoadUp shall not be liable nor responsible for any consequential loss or damage due to or arising from any accident, breakdown or stoppage of the vehicle arising from any cause whatsoever whether during loading, unloading and transportation of the Vehicle or otherwise.

16. Conditions, Warranties and Undertakings

16.1 No conditions, warranties or stipulations of any kind are given by LoadUp in respect of the vehicle and all conditions, warranties and stipulations expressed or implied, statutory or otherwise of the vehicle or as to the quality description or otherwise of the vehicle or as to its fitness for any purpose are hereby expressly excluded.

16.2 In addition, you represent, warrant and undertake from the commencement and duration of this Agreement to LoadUp that:

- a. You have full legal capacity and are fully empowered and authorized to execute and deliver this Agreement and to perform its obligations hereunder;
- b. There is no law, regulation or provision of any oral or written contract, agreement or other instrument binding upon you which would or may be contravened by the execution or delivery of this Agreement or the performance of any of the terms hereof or the use of the vehicle;
- c. There is no default by you under any agreement which has or could have a material adverse effect on your operations, property or financial condition, and there is no litigation or administrative action pending or threatened against you or any of your assets which has or could have any such material adverse effects;
- d. All statements made and particulars given by or on behalf of you to LoadUp at present and in the future are and will remain true, complete and accurate.

17. Time shall be of the Essence

Time shall be the essence of this Agreement, both as regard the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between the Parties.

18. Payments and No Set-Off

You agree that LoadUp may at any time withhold and retain any monies due or owing to you by LoadUp and apply these monies in reduction of monies due or owing by you to LoadUp. All payments to be made by you to LoadUp shall be made in full without set-off, counterclaim or any other deduction or withholding whatsoever unless such deduction or withholding is required by law in which event you shall make such further payment or payments to LoadUp to ensure that the amount actually received by LoadUp shall be equal to the amount LoadUp would have received had no such deduction or withholding been required.

19. Representations and Warranties

Each of the Parties represents, warrants to and undertakes with each other and their respective successors-in-title that, each of them has full power and capacity to enter into and perform this Agreement and this Agreement when executed will constitute valid and binding obligations on and against the Parties hereto and the execution and delivery of, and the performance by each of their respective obligations under this Agreement will not:

19.1 Result in a breach of any provision of the memorandum or articles of association of any Party or any agreement to which the Party is bound (if applicable); or

19.2 Result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which the Party is bound or subject (as the case may be).

The Warranties above shall be separate and independent and shall not be limited by anything in this Agreement which is not expressly referenced to the Warranty concerned.

20. Entire Agreement

This Agreement and the documents referred to herein embodies all the terms and conditions agreed upon as to the subject matter referred to herein and parties agree that no variations hereof shall be effective unless made in writing. This Agreement constitutes the final agreement between parties and supersedes and cancels in all respects all previous agreements, indulgences and under-takings amongst the Parties, whether written or oral. The parties agree that in entering into this Agreement, they have not relied on any previous representations, agreements, indulgences and/or undertakings.

21. Variation

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of the Parties. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

22. Illegality and Severability

In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

23. Indulgence and Waiver

23.1 No failure on the part of each Party to exercise, and no delay on its part in exercising, any rights or remedies under this Agreement and no course of dealing between Parties shall be construed or operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any other or further exercise thereof or the exercise of any other rights or remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

23.2 Any provision or breach of any provision of this Agreement may be waived only if the relevant Party so agrees in writing. Any waiver or consent given by the relevant Party under any provision of this Deed must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.

23.3 Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by a party in its absolute discretion as regard the other party without in any way prejudicing or affecting its other rights against the other Party under the same or a like liability.

24. Notice

All notice or other communication to be given under this Agreement shall be in writing. Any notice required or permitted to be given to you under this Agreement shall be validly given if sent by prepaid ordinary post to you at the address provided by you or to any business or your last known address and shall, if sent by post, be conclusively deemed to have been received by you on the next day after the date of posting.

25. Assignment

- 25.1 This Agreement shall be binding on and shall ensure for the benefit of each of the Parties and their respective successors-in-title and permitted assigns. The Hirer may not assign his rights without LoadUp's prior written consent.
- 25.2 LoadUp shall be entitled to assign or otherwise deal with all or any of the rights under this Agreement and any assignment of this Agreement by LoadUp shall be deemed to include an assignment of all rights to enter and/or repossess and LoadUp shall be entitled to sell, transfer, mortgage, charge or encumber or otherwise dispose of the vehicle subject to this Agreement.

26. Force Majeure

LoadUp will use all reasonable endeavours to discharge LoadUp's obligations under this Agreement in a prompt and efficient manner. Notwithstanding the foregoing, LoadUp shall not be liable in any manner whatsoever for any failure or delay caused by circumstances beyond LoadUp's control including, without limitation:

- a. war, acts of warfare, hostilities (whether war be declared or not), invasion, incursion by armed forces, act of hostile army, nation or enemies;
- b. flood, fire, arson, storm, lightning, tempest, hurricane, accident or other acts of God;
- c. epidemic, disease, earthquake, landslides, avalanches, acts of terrorism, hijacking, sabotage, vandalism and other criminal acts that cause destruction;
- d. chemical, nuclear or other warfare, insurgence, attack and/or accident; and
- e. death, injury or illness of key personnel.

27. Contracts (Rights of Third Parties) Act 2001

A person who is not a party to this Agreement shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 2001.

28. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Hirer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. The Hirer agrees that the service of any writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy notice, document or process in respect of any claim, action or proceeding (including legal, enforcement and bankruptcy proceedings) may be effected by sending it by hand or by prepaid ordinary post to the Hirer's address hereinabove stated (or such other address as notified by the Hirer to LoadUp in writing or the Hirer's last known address), and such service of process shall be deemed to be good and effectual service on the Hirer notwithstanding that it is returned by the post office undelivered. Nothing shall affect LoadUp's right to serve process in any other manner permitted under any applicable law.

29. Interpretation

In this Agreement unless the context otherwise requires:

- 29.1 "The vehicle" shall include all tyres, tools, additions, equipment and accessories thereto and all replacements and renewals thereof whether made before or after the date of this Agreement;
- 29.2 The captions to the clauses of this Agreement are for reference only and not an aid in the interpretation of the provisions of this Agreement;
- 29.3 Words importing the singular number shall include the plural number and vice versa;
- 29.4 Words importing only one gender shall include the other gender;
- 29.5 "Person" and "Party" shall include any company, association, or body of persons, incorporated or unincorporated;

- 29.6 "Parties" means the parties to this Agreement and "Party" means any of them;
- 29.7 "Business Day" means any day other than a Saturday, Sunday or a gazetted public holiday;
- 29.8 If there is more than one hirer of the vehicle named in this Agreement, all of such persons shall be jointly and severally liable for all obligations and undertakings of the Hirer of the vehicle in this Agreement.

Schedule 1- Insurance Excess

Excess table for bookings **without CDW** as following:

Drivers' Age Group	Drivers' Driving Experience (years)	COMPREHENSIVE INSURANCE EXCESS (S\$)		ADDITIONAL EXCESS (S\$) (Young/Elderly/ Inexperience)
		Section 1 (Third Party)	Section 2 (Own Damage)	
Light Goods Vehicles (LGVs), maximum laden weight of up to 3,500kg				
≥ 26 years and ≤ 65 years	≥ 2	4,500	4,500	-
≥ 26 years and ≤ 65 years	< 2	4,500	4,500	3,000
< 26 years or > 65 years	<2 or >2	4,500	4,500	3,000
All Type of Vehicles				
Windscreen Excess		500		
Late Reporting Fee - Clause 6.2		1,000		

* The above Excess Table is only a guidance and LoadUp reserves the right to adjust the Excess Amount at its sole and absolute discretion.

Excess table for bookings with **CDW opt-in** as following:

Drivers' Age Group	Drivers' Driving Experience (years)	COMPREHENSIVE INSURANCE EXCESS (\$\$)		ADDITIONAL EXCESS (\$\$) (Young/Elderly/ Inexperience)
		Section 1 (Third Party)	Section 2 (Own Damage)	
Light Goods Vehicles (LGVs), maximum laden weight of up to 3,500kg				
≥ 26 years and ≤ 65 years	≥ 2	2,500	2,500	-
≥ 26 years and ≤ 65 years	< 2	2,500	2,500	3,000
< 26 years or > 65 years	<2 or >2	2,500	2,500	3,000
All Type of Vehicles				
Windscreen Excess		500		
Late Reporting Fee - Clause 6.2		1,000		

* The above Excess Table is only a guidance and LoadUp reserves the right to adjust the Excess Amount at its sole and absolute discretion.

Schedule 2- Penalties and Charges

Types of Fees	Description
Administrative Fee (Accidents & Damages)	Applies to the management of all accidents and unreported damages. Administrative effort is needed to investigate, process, and manage the follow-up for the respective parties. Fee of S\$350 per incident may be applied.
Examples (non-exhaustive)	<u>Accidents</u> All accidents will attract an administrative fee of S\$350 because of the need to coordinate the investigation, liaise and follow-up with the various parties involved. <u>Failure to Report Damages</u> LoadUp encourages all Hirers to report such cases via email (hello@loadup.com.sg) or phone call should they cause any damage to the vehicle. Should any damage not be reported in a timely manner, the Hirer may no longer be covered by motor insurance, regardless of whether Collision Damage Waiver was purchased. For all unreported cases, a S\$350 administrative fee will be charged for the investigation work. This fee will be charged on top of the full reinstatement amount plus any associated cost from the repair including but not limited to vehicle loss of use.

Administrative Fee (Misuse of services)	Applies to the management of misuse of LoadUp's vehicle, fuel or property. Administrative effort is needed to investigate, process, and verify the responsible party involved. A fee of S\$350 per incident may be imposed, which shall be payable in addition to any reinstatement or recovery fees where applicable.
Examples (non-exhaustive)	<u>Misuse of Fuel Function</u> LoadUp vehicles are equipped with fuel via the LoadUp app so that Hirers may refuel at no cost to themselves. As specified in this Agreement, the fuel card function is not to be used for purposes other than the refueling of the LoadUp vehicle. All refueling are monitored by LoadUp. Should LoadUp's investigations find that there has been a misuse of the charging functions, LoadUp reserves the right to charge a S\$350 administrative fee for the investigation work, in addition to the recovery of the full cost of refueling the vehicle. For all commercial and passenger vehicles, no white pumps/ industrial oil allowed except Additised Diesel Oil (ADO) that complies with Euro V emissions requirements shall be permitted, and such fuel must be purchased exclusively from authorized petrol kiosks (retail spec) only, namely Caltex, Shell, SPC, Esso, Sinopec, or and such others as the Company may prescribe from time to time. You are also required to use only AdBlue with ISET Certificate of Compliance According to ISO2224. The cost of AdBlue shall be borne solely by the Hirer and shall not be provided by the Company on a complimentary basis. You are also required to keep receipt for at least 3 months in case for malfunction of fuel system. LoadUp may suspend the Hirer's account and/or report the matter to law enforcement. <u>Unauthorised Driving</u> Unauthorised usage of LoadUp vehicles is strictly prohibited. As specified in this Agreement, unauthorised driving of LoadUp vehicles includes, but is not limited to, using the vehicle without proper authorisation, or sharing access to the vehicle with unauthorised individuals. Should LoadUp's investigations reveal that the vehicle has been used without authorisation, LoadUp reserves the right to charge a S\$350 administrative fee for the investigation work in addition to the recovery of other fees, including but not limited to, Time Charge, Mileage Charge, Late Return Fee, Extension Fee, and Convenience Fee. LoadUp may suspend the Hirer's account and/or report the matter to law enforcement.

Cleaning Fee	The Hirer is liable for a cleaning and restoration fee of S\$350 per incident for any soiling of the vehicle, whether interior or exterior, arising from the Hirer's booking.
Examples	<u>Smoking or Vaping in Vehicle</u> Hirers shall not smoke or vape in LoadUp vehicles. If the Hirer is convicted of an offence, the Hirer's account will be suspended, and the Hirer will be required to pay a S\$350 cleaning fee before their account can be reinstated. <u>Pets without proper pet carrier</u> Hirers may bring their pets onto LoadUp vehicles on the condition that the pets are kept in a pet carrier and the Hirer must clean up the vehicle after use to ensure that the vehicle remains clean and tidy for the next hirer. <u>Vehicle Interior & Exterior Cleanliness</u> Hirers should return the vehicle in a condition that is similar to, or better than when it was collected. Particular attention should be paid not to leave behind litter and food crumbs. Further, Hirers may not bring pungent smelling items such as durians, opened cans of paint, etc. on to the vehicle. Hirers are encouraged not to eat in the vehicles as they will be held responsible for any spillages or soiling of the vehicle's interior. Improper use of LoadUp vehicles may result in significant compromise to exterior cleanliness. Excessive mud or dirt on the exterior body, tires, or rims of the vehicle will not be tolerated. A 3rd time offender of any of the above will be permanently banned from the platform.

	A S\$1,000 LoadUp fee will be imposed on the Hirer who drove the vehicle overseas. For the avoidance of doubt, this is cross border fee is in addition to the repossession fee below and all other charges, costs, expenses, losses or damages relating to the vehicle, including any loss and damages for the loss of use of the vehicle.
Repossession Fee	Applies if LoadUp needs to repossess the vehicle from a user who drove a LoadUp vehicle overseas. A S\$1,000 repossession fee will be imposed on the Hirer who drove the vehicle overseas. For the avoidance of doubt, this is repossession fee is in addition to the cross border fee above and all other charges, costs, expenses, losses or damages relating to the vehicle, including any loss and damages for the loss of use of the vehicle.
Replacement Fee	Hirers should not tamper with the vehicle's in-car camera unless instructed by LoadUp. This includes but is not limited to accessing or modifying the SD card, removing the device or any of its components, and obstructing the device's field of vision. Hirers who tamper with the vehicle's in- vehicle camera will be liable for any repair and/or replacement costs. LoadUp may suspend the Hirer's account and/or report the matter to law enforcement.
Vehicle Recovery Fee	Applies if a vehicle needs to be recovered due to accident or damages: • Urgent recovery - S\$200 • Non-urgent recovery - S\$100
Loss of Fuel Card or Car Keys that come with the vehicle	The following replacement charges apply for missing items: • Car Key - S\$150 • Fuel Card - S\$150 If any loss is not reported, an additional convenience fee of \$350 will be charged.