



Zendrian and Chill Subscription Terms and Conditions and Release of Liability

1. **Definitions.** “Agreement” means all terms and conditions found in this form and the attached Electric Scooter Subscription Application form or related online application form.

“You”, “your”, “hirer” means the person identified as the subscriber and/or the person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the subscriber’s direction. All persons referred to as “you”, “your”, or “hirer” are jointly and severally bound by this Agreement.

“We”, “our” or “us” means Zendrian Asia Limited, a Hong Kong company and/or our agents or assigns.

“Authorized Driver” means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid identification and is at least 18 years of age.

“Scooter” means the scooter vehicle identified in this Agreement and any scooter we substitute for it, and all its tires, tools, accessories, equipment, keys, chargers, and scooter documents. “Loss of use” means the loss of our ability to use the Scooter for any purpose due to damage to it during this rental.

2. **Subscription, Indemnity and Warranties.** This is a contract for the subscription of the Vehicle named in the application form. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement or if a payment becomes overdue, or if we believe it is in our best interest to protect our property. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. **Condition and Return of Vehicle.** You must make arrangements to return the Vehicle to our designated location or for us to pick up the Vehicle on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. The Vehicle remains our property and failure to return it on the agreed date, or if the payment becomes significantly overdue, may constitute theft. If the Vehicle is not available at the time arranged for pick up, overage charges will start to accrue until arrangement is made for pick up.

4. **Responsibility for Vehicle Damage or Loss; Reporting to Police.** You are responsible for all damage to or loss of the Vehicle, including the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for theft of the Vehicle, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Further responsibilities. You are further responsible for all damage to or loss of the Vehicle which: (a) is caused by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) is caused by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) is caused by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Vehicle is used in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, including any minor traffic violation; (e) occurs while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; (f) occurs while carrying dangerous or hazardous items or illegal material in or on the Vehicle; (g) occurs outside the geographic limitations indicated on the Agreement, if any; (h) occurs as a result of driving the Vehicle on unpaved roads; (i) occurs and the odometer or tracking system has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels or battery is below a safe level, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) occurs as a result of your willful, wanton or reckless act; (l) occurs and you fail to summon the police to any Vehicle accident involving personal injury or property damage.

6. Insurance. There is no insurance of any type included with your subscription. You are responsible for all damage or loss you cause to others including any injury or death to yourself, others, or property. You agree to provide any of your own insurance covering you, us, and the Vehicle. Your insurance is primary to any insurance that we may have. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) optional products and services you purchased; (b) any parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of 1000 baht for each such charge; (c) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (d) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (e) a 5% per month late payment fee, or the maximum amount allowed by law (if less than 5%), on all amounts past due; (f) 1000 baht or the maximum amount permitted by law, whichever is greater, if you pay us with a credit or bank transfer that is returned unpaid for any reason; and (g) a reasonable fee not to exceed 2000 baht to clean the Vehicle if returned substantially less clean than when rented.

We and the riders will both inspect the Vehicle before the Vehicle is rented, and upon the return, or pickup of the Vehicle.

8. Deposit and Credit Card on File. We may use your deposit to pay any amounts owed to us under this Agreement. You understand that you will remain liable for charges that exceed your deposit and agree that we may pursue recovery in any jurisdiction worldwide.

You agree to provide us with a valid credit card to be kept on file. This card will be charged if damage or additional hirer charges exceed the Deposit, for additional rental time, the purchase of additional equipment, late fees and/or other incidentals. Hirer hereby irrevocably authorizes us to charge your credit card on file for all the foregoing charges.

9. **Your Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Scooter or in any service or delivery vehicles, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. **ASSUMPTION OF RISK.** YOU UNDERSTAND THAT THERE ARE POSSIBLE RISKS TO YOURSELF AND OTHERS, INCLUDING THE RISKS OF DEATH, SERIOUS BODILY INJURY, AND PROPERTY DAMAGE THAT MAY BE ASSOCIATED WITH OPERATING A VEHICLE.

YOU ARE RESPONSIBLE FOR THE SAFETY OF YOURSELF AND ANY GUESTS YOU MAY ALLOW ON THE VEHICLE. YOU HEREBY STATE, THAT TO THE BEST OF YOUR KNOWLEDGE, YOU ARE IN GOOD PHYSICAL AND MENTAL CONDITION, AND UNDERSTAND THE VEHICLE SAFETY PROCEDURES. YOU VOLUNTARILY ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO YOUR PERSON OR PROPERTY WHICH MAY BE INCURRED FROM OR BE CONNECTED IN ANY MANNER WITH YOUR USE, OPERATION OR RENTAL OF THE VEHICLE.

PLACE INITIALS TO INDICATE AGREEMENT WITH CLAUSE 10

11. **RELEASE AND INDEMNIFICATION.** YOU HEREBY RELEASE US, OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ALL CLAIMS, DEMANDS, ACTIONS AND FROM ALL LIABILITY FOR DAMAGE, LOSS OR INJURY (OF WHATEVER KIND, NATURE OR DESCRIPTION) THAT MAY ARISE OUT OF, OR YOU MAY SUSTAIN, IN CONNECTION WITH YOUR USE, OPERATION, OR RENTAL OF THE VEHICLE. YOU FURTHER AGREE TO INDEMNIFY AND HOLD US HARMLESS, AS WELL AS OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES, EXPENSES AND COSTS, OF YOURSELF OR OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION), WHICH MAY ARISE OUT OF, OR IN ANY MANNER CONNECTED WITH, OR CAUSED BY YOUR USE OR BY YOUR GUESTS OR AGENTS, OR OPERATION OR RENTAL OF THE VEHICLE. THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING UPON YOUR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS.

PLACE INITIALS TO INDICATE AGREEMENT WITH CLAUSE 11

12. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

13. **Miscellaneous.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You agree that this Agreement and any dispute arising

therefrom, as well as any dispute arising from your operation or use of the Scooter, shall be determined by the courts and under the laws of Thailand.

Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a scooter. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

IMPORTANT!

THIS RELEASE OF LIABILITY IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. Please read this document carefully before you sign it. If you do not understand any provision of this Agreement, you should not sign the document until you obtain clarification of the provision you do not understand. You are encouraged to have this document reviewed by your legal representative or by any other advisor you may have before you sign this agreement.

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the Released Parties.

DRIVER 1	DRIVER 2
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
ID/Passport Num: _____	ID/Passport Num: _____
ADDRESS:	ADDRESS:
DISTRICT/CITY	DISTRICT/CITY
POSTAL CODE	POSTAL CODE
DATE:	DATE:

*If the passenger is under the age of 18, the child's parent or legal guardian must read and sign the Minor Participation Addendum prior to the minor engaging in the activity

ZENDRIAN AND CHILL - REGULATIONS OF USE

Welcome to Zendrian and to the world of personal electric vehicles! We're excited to share our modern technology with you and hope you'll take a moment to understand how to take good care of the vehicle and yourself.

BATTERY OPERATIONS

- For normal daily operations, it's recommended to recharge to 100% every day
- Pay attention to the vehicle while charging. Disconnect the charger once charged.
- If the vehicle has just been used and the battery area is hot, allow it to cool before entering a building or putting the scooter into a car or an enclosed space such as an elevator.
- If the vehicle will be unused for 30 days or more, charge the battery to about 80% and then re-charge for 15-30 minutes every 2 weeks. This will maintain the health of the battery. Battery failures due to improper storage are not covered.

STORAGE

- Remove mud or dirt from the lower section of the vehicle with clean water. Don't use any cleaning agents as they may reduce braking power. Clean the rest with a moist cloth.
- It's not recommended to leave the vehicle outside, exposed to the environment for long periods of time as it may cause rust to develop or the humidity may affect the internal components
- The vehicle isn't designed to be left in the rain or in direct sunlight (especially in a hot car) which can damage the electronics and battery.
- Consider the security of the vehicle when leaving it for more than a few minutes unprotected

USAGE AND SAFE RIDING

- Follow local signs and instructions about where the scooter may be used. In Thailand, electric vehicles are unregulated and their use may not be permitted on major roads or in dense areas.
- Become comfortable riding and stopping in a safe practice area before operating near any hazard.
- Prevent untrained/unsafe drivers or any children from operating the vehicle. All riders must complete and submit a liability waiver before usage.
- Drive with utmost care around other vehicles, pedestrians, animals and objects. They can be unpredictable and you may cause an accident.
- Slow down significantly on rough pavement or before curbs and bumps in the road that may catch the front wheel
- Don't engage in stunts, such as jumps, skidding stops, or rapid turns as they may damage you or the vehicle.
- Avoid driving through standing water. It may be deeper than you can tell, cause a slip, or it may damage the electronics. Light rain on the surface is ok but be aware of decreased traction.
- Wear appropriate safety equipment and clothing including a helmet (head protection) and appropriate footwear for the conditions and experience level of the driver.
- If a tire goes flat, discontinue use until it is repaired.

IF YOU NEED ANY HELP, GIVE US A CALL AT **+66 02 460 7551** or Line @Zendrian