

DriveHost Agreement

Please read these Terms and Conditions carefully before using the services offered by WAHDAH Technologies Sdn Bhd ("WAHDAH") or ("We", "Us", or "Our"), a company incorporated under the laws of Malaysia. These terms set forth the legally binding terms and conditions for your use of Our Services as contained in <https://drive.wahdah.my/> ("Website") (collectively with the site, referred to as "Services").

1. DRIVEHOST'S AGE AND LICENSE REQUIREMENTS

The DriveHost and staff must be between 23 to 65 years old and in possession of a full and valid national or International Driving Licence. Especially operational staff. Other nationals who hold a valid driving license in English can drive in Malaysia for a maximum of 3 months (subject to country). Probationary license holders will not be accepted.

2. RENTAL PERIOD

The DriveHost shall prepare the vehicle for the rental period stated in the booking confirmation. The Renter shall rent the vehicle for the rental period stated in the booking confirmation. WAHDAH may agree to extend this rental period at its own discretion. If the renter fails to return the vehicle at the end of the period. WAHDAH shall either charge the rental at the contracted rate for the period of time renter has possession of the vehicle or WAHDAH resumes possession of which case the renter shall be liable for all costs and expenses incurred by WAHDAH in resuming possession of the vehicle. The Renter shall return the vehicle, together with all tyres, tools, accessories, and equipment to the WAHDAH station specified or any location on the enclosed rental agreements (location & date).

2.1 WAHDAH Responsibilities

- WAHDAH shall ensure that the customer has paid and is capable of handling the car accordingly.
- To ensure the customer to come with valid driving license and for legal purpose
- Wahdah will be the middleman between customer and DriveHost upon extension and any issue or claim.

2.2 DriveHost's Responsibilities

- The DriveHost shall ensure the vehicle are standard as from the manufacturer
- To ensure the car came with valid insurance with full coverage including windshield
- Provide replacement vehicles in case of accident or breakdown with similar class that rented from WAHDAH
- The DriveHost is mandatory to use Drive Wahdah Apps during pickup and return
- The DriveHost must notify WAHDAH immediately as soon as the Renter is aware of a defect, damage or summon on the vehicle and the DriveHost has to submit the claim through claim/case within 10 days after the car returns.
- DriveHost should provide a proper receipt or quotation for the repair cost upon the submitted case as for Wahdah and the customer's reference.
- Upon the end of the rental period, the DriveHost may contact the renter to confirm that they shall return the vehicle to the agreed return location, during the operating hours displayed at the rental location and DriveHost shall examine the vehicle to ascertain that

the vehicle is in good condition. Where DriveHost has agreed that the Renter may return the vehicle outside operating hours, or where the Renter has requested collection of the vehicle. The Renter's liability of damage, theft, parking violations and charges shall extend to midday on the first working day following the collection time (working day is defined according to station operating hours or the time of re-inspection of the vehicle by DriveHost

- Should damage to the vehicle include damage and/or loss of glass, tyre rims, vehicle lights, tyre and interior accessories involved with non standard accessories, Wahdah will only bear for the affected part only.
- Wahdah will not be responsible for any discussion or negotiation out of the system.

3. RATES

Rates are for a minimum of 24 hours of rental. Additional hours will be calculated upon booking at one-fifth of the daily rate per hour up to a maximum of 5 hours upon booking. Rates include unlimited mileage, maintenance, passenger liability protection and insurance cover of third party property damage and third party bodily injuries. Rates are in Ringgit Malaysia. Rates are subject to change without prior notice.

4. TERM OF PAYMENT

4.1 Mode of Payment

WAHDAH will reimburse for payment on a weekly basis (every Friday). DriveHost will receive email notification for the process for each booking that check-in or return before the timeline. Else it will be processed on the next reimbursement session. This reimbursement is also subject to the bank regulation which will take place within 3 working days. DriveHost should check the details for each payment once received and get back to us within 3 working days for any changes or inquiry. Wahdah will not be responsible for any changes or negotiation being done out of the system.

4.2 Deposit

In addition to the rent charges, the customer is responsible to pay a deposit. Wahdah will hold the deposit along the booking duration. The deposit is equivalent as a guarantee of proper usage of the vehicle for the entire duration of the contract, a sum which will be reimbursed if no damage is notified. Deposit will be available for refunded to the customer payment source after 15 days the car returned.

5. CANCELLATION AND REFUND POLICY

5.1 Full Refund

Wahdah will cancel booking as requested and give a full refund to the customer. So there will be non reimbursement to DriveHost for reason as below:

- Reservations canceled by email or call to our hotline within one (1) week / seven (7) days before the start of the rental.
- Cancellations made within 3 days / 72 hours before the start of the rental will be charged
- Downgrade vehicle within 3 days / 72 hours before the start of the rental will be charged

- No cancellation/rental fees will be reimbursed

5.2 No Refund

Wahdah will refund deposit only to customer but You are entitled to 75% only from the rental value for reason as below:

- Cancellations made less than 24 hours before the start of the rental.
- Cancellations made to downgrade vehicles less than 24 hours before the start of the rental.
- Failure to provide an actual driver as registered on the form to collect the car at the specified date & time.
- Vehicle cannot be picked up or failure to collect the car at the specified date & time.

But the date of reimbursement will still refer to the vehicle return date.

5.3 Claim & Refund process

- Contact us or key in the claim/refund/case within the time that was stated in the cancellation policy to document the issue and place a hold on the booking payment. Include invoice or other evidence of the issue as part of your claim.
- Be responsive to our requests for additional information and cooperation
- Do acknowledge any damage upon car return or asap to the customer as their reference.
- We'll notify the status of the claim/case through email. The amount will be reimbursed after 15 business days or case close (whichever comes first).

6. EXTENSION OF RENTAL AND PENALTY

DriveHost should inform Wahdah Support directly should customers ask for extension or amendment. Never mention any price yet since Wahdah will follow their initial rates. Below is the penalty range that can be charged on customers. Do note that Wahdah entitles for up to 10% from the total claim as administration fee.

Case	Penalty Fee
Late Return	MYR 25 - 90 Per Hour
Change Pick up/ Delivery Location	MYR 50
Unpleasant Odor / Smoking	MYR 200 - 300

7. OTHER CHARGES

8. RISK AND PROTECTION

8.1 Liability Reduction Option (LRO)

Group	Excess Fee	CDW/LRO per Day	CDW/LRO per Week	CDW/LRO per Month
A - B	MYR 500 - 2,000	MYR 10	MYR 63	MYR 250
C - D	MYR 2,000 - 3,500	MYR 15	MYR 89	MYR 350
E	MYR 4,000 - 5,500	MYR 20	MYR 126	MYR 450
F	MYR 7,000	MYR 40	MYR 252	MYR 1000

Above excess are subject to 10% deduction for wahdah administrative fee.

8.2 ZURICH Travel Insurance

It is hereby declared and agreed that the Table of Benefit as stated in the Group Personal Accident Insurance Policy Wording is amended to read as follows and not otherwise stated:-

BENEFIT A - Accidental Death and Permanent Disablement

Table of Benefits		
Item	Events	Percentage(%) of Maximum Benefits
1	Accidental Death	100%
2	Permanent Total DIsablement	100%
3	Permanent and Incurable Paralysis of all Limbs	100%
4	Permanent Total Loss of Sight of both Eyes	100%
5	Permanent Total Loss of Sight of one Eye	75%
6	Loss of or Permanent Total Loss of Use of two Limbs	100%
7	Loss of or Permanent Total Loss of Use of two Limbs	75%
8	Loss of Speech and Hearing	100%
9	Permanent Total Loss of Hearing in Both Ears	75%
10	Permanent Total Loss of Hearing in Both Ears	50%

9. CONDITION OF USAGE VEHICLE

10. CROSS BORDER TO SINGAPORE

Wahdah did not offer an Autopass or Touch N Go card. The DriveHost has to guide the customer on how to apply on the card or provide the related info. Please ensure that customer has:

- Declare destination upon booking
- Purchase additional insurance upon booking

WAHDAH will not entertain any refund request Autopass/Touch N Go card balance should DriveHost give their own card.

11. RESTRICTED ENTRY

WAHDAH vehicles cannot be driven into Thailand, Brunei, and Indonesia. Subsequently, vehicles are prohibited from being loaded onto other modes of transportation via sea, river, and air for usage from the mainland to Langkawi, Tioman, Redang, Pangkor island, etc. Cross border to Singapore is subject to approval with certain conditions and additional insurance.

12. RENT-IT-HERE, LEAVE-IT-THERE

Minimum rental (2 days) will be applied and repositioning fee will be levied based on

kilometers for one-way rentals. Details on the charges and procedures will be made available at the time of online inquiry. This service is only applicable between WAHDAH locations and coverages. Wahdah will assist with these features but DriveHost also can offer to do the delivery on their own.

13. TERMINATION OF AGREEMENT

Agreement of rental will be terminated upon the occurrence of one of the following events:-

1. You agree and acknowledge that you and WAHDAH are in direct business relationship, and the relationship between the parties under this Agreement is solely that of the independent contracting parties. You and WAHDAH expressly agree that:
 1. If the DriveHost shall fail to cause any car delivery of rental based on the booking in the system.
 2. If the DriveHost shall fail to observe or perform any condition, term or covenant herein;
 3. If the DriveHost suffers any distress or execution to be levied on the Renter's goods or being a company make arrangement or arrangements with its creditors or enter into liquidation whether compulsory or voluntary or have a receiver appointed or winding-up order or proceedings is levied threatened upon the Renter or any judgment against the Renter shall remain unsatisfied for more than thirty (30) days

14. GOVERNING LAW

This agreement is governed by the laws of Malaysia. Any dispute may be submitted to the jurisdiction of the Malaysia Courts. If any provision of this Agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected