



## **PLATFORM USE AGREEMENT (PUA)**

Please read these Platform Use Agreement carefully as they contain important information that affects your rights, remedies, and obligations. These terms also include a prohibition of class and representative actions and non-individualized relief for all matters in either court or arbitration, various limitations and exclusions, a clause that governs the jurisdiction, venue, and governing law of disputes, except where prohibited, and obligations to comply with applicable laws and regulations.

### **INTRODUCTION**

Doon Transport Technologies Inc. (“DOON”, “we”, or “us”) is a reliable and user-friendly online platform for car-sharing. It connects vehicle owners with travelers and locals who are looking to book those vehicles. You can access DOON online at <https://www.doon.ph/> or download it as a mobile application, “DOON”. These services, which include any form of communication with us or other DOON users, are referred to as “the Services.”

By accessing or using our Services, you agree to comply with these Platform Use Agreement (these “Terms”), which will legally bind you, regardless of whether or not you become a registered user of the Services. These terms govern your access to and use of the Services and form a binding legal agreement between you and DOON.

We strongly advise you to read the Platform Use Agreement carefully as they contain essential information that affects your rights, remedies, and obligations. They include an agreement to arbitrate (unless you opt out) and a prohibition of class and representative actions and non-individualized relief for all matters in either court or arbitration. Additionally, there are various limitations and exclusions, a clause that governs the jurisdiction, venue, and governing law of disputes, except where prohibited, and obligations to comply with applicable laws and regulations.

If you do not agree with these Platform Use Agreement, you should not use our services. By using our services, you agree to be bound by these Platform Use Agreement.

We may update or modify these Platform Use Agreement at any time without prior notice, so please check back regularly to stay informed of any changes. We will also update the “Last Revised” date at the top of these terms. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your DOON Account within 30 days. If you choose to close your DOON Account, the previous effective version of these terms will apply to you, unless you use the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you.

### **1. TERMS OF USE**

- 1.1. This agreement governs your access to and use of the Platform and constitutes a legally binding agreement between you and DOON.
- 1.2. Subject to your agreement to abide by these terms, we grant you a personal, non-exclusive, and non-transferable license to use the Platform.
- 1.3. To access certain features of the Platform, you must provide us with mandatory and voluntary information necessary for successful registration. By registering an account and using the Platform, you confirm that:
  - 1.3.1. you have read and agree to abide by these terms; and
  - 1.3.2. you are 18 years old or older.
- 1.4. When listing or booking a vehicle, you must provide certain Verification Information necessary for DOON to verify your identity and that you and/or your vehicle meet our Eligibility Requirements. Only Verified Users and Verified Vehicles may list or rent a vehicle via the Platform. DOON reserves the right to accept or reject an application to become a Verified User or revoke any Verified User or Verified Vehicle status from time to time.
- 1.5. You represent and warrant that all Verification Information is true and accurate and remains so at all times. You agree to notify DOON immediately of any changes or updates to any Verification Information or other information provided at registration.
- 1.6. You are responsible for maintaining the confidentiality of your account and all activities that occur under it. DOON is not responsible for any loss, damage, or liabilities arising from the wrongful, fraudulent or illegal use of your account.
- 1.7. You may not transfer your account or user ID to any other party without DOON's written consent.

- 1.8. You are not permitted to use or submit any content to DOON's Platform or affiliated websites to advertise, promote, or market any products or services of any third party or yourself.
- 1.9. DOON reserves the right to change, modify, suspend or discontinue any portion of the Services, Platform or any other products, services, affiliated websites and/or other software provided by DOON in connection with any of the foregoing at any time.
- 1.10. DOON's Privacy Policy, Acceptable Use Policy, and User Policies also apply to your use of the Platform and form part of this agreement.
- 1.11. Specific terms and conditions may also apply to you, depending on whether you are a Guest or Host.
- 1.12. DOON reserves the right to refuse to allow you or limit or suspend your access to the Platform, remove or edit content, or cancel any pending or confirmed bookings or Services provided to you without notice or liability at our sole discretion.

## **2. SCOPE OF PLATFORM**

- 2.1. DOON provides a platform that connects Hosts ("Hosts") and Guests ("Guests") for the sharing of vehicles. We do not provide rental, leasing, or private hire services. All rental services are provided directly by the Host to Guests, and Hosts and Guests enter into a contract directly with each other by making or accepting a booking.
- 2.2. DOON does not make any representation, warranty, or guarantee about:
  - 2.2.1. profits to Hosts
  - 2.2.2. the safety, quality, condition, cleanliness, or roadworthiness of any vehicle listed on the Platform for rental.
- 2.3. Any references to:
  - 2.3.1. When we refer to a user as "verified" (or use similar language), it means that the user has passed our verification checks (if any). However, this does not endorse, certify, or guarantee the user's identity, background, trustworthiness, safety, or suitability for any particular purposes;
  - 2.3.2. When a vehicle is said to be "verified" (or any similar language), it means that the vehicle has passed our verification checks (if any). However, this does not provide any warranty regarding the appearance, safety, quality, or fitness of the vehicle for a particular purpose; and
  - 2.3.3. When an image is labeled "verified" (or similar language), it simply means that the image is a photographic representation of a specific vehicle at the time the photo was taken. It does not indicate an endorsement of any particular user or vehicle.
- 2.4. DOON is not an insurance company and does not provide insurance coverage to Hosts or Guests. When a Guest books a vehicle from a Private Host through the Platform, DOON makes insurance offered by a third-party insurer available for that vehicle. However, DOON does not provide insurance coverage when Guests rent a vehicle from a Commercial Host. It is the responsibility of the Commercial Host to ensure that Guests who book their vehicles have the minimum insurance coverage required by law. Additionally, the Commercial Host must ensure that the terms of the insurance they offer to Guests are accurately and completely reflected on their listing on the Platform. If there is any conflict between these Terms and your applicable insurance plan, the terms of your insurance plan shall take precedence.
- 2.5. DOON may, at our sole and absolute discretion, assist with dispute resolution between users. If we choose to do so, you agree to cooperate and assist us in good faith, and provide DOON with all requested information. If you choose to submit any dispute to DOON for resolution and we agree to assist, you agree that any decision made by DOON shall be final. You shall take such actions as may be directed by DOON following such decision.
- 2.6. DOON, in its sole and absolute discretion, may offer special promotions to you from time to time. The terms of these promotions will be notified to you in writing and/or set out on the Platform. Any such promotions will be subject to the specific terms and conditions specified in the relevant promotion.

## **3. TRIP FEES**

- 3.1. In order to use our Platform, DOON will charge service fees to Hosts and/or Guests, known as "Trip Fees," according to our prevailing Trip Fees Policy.
- 3.2. You are responsible for paying any Trip Fees owed to DOON. In the case of Trip Fees payable by the Host, such fees will be deducted from any payment made by a Guest to the Host. In the case of Trip Fees payable by Guests, such fees will be included in the total payment collected from the Guest.
- 3.3. You are liable for paying any incidental payments and fines to the relevant parties in accordance with our prevailing Fees & Fines Policies and/or Late Return Policy.

## **4. RESTRICTIONS**

- 4.1. Unless expressly set out in this agreement or permitted by any local law, you agree not to:

- 4.1.1. violate or breach any applicable law or regulation in any relevant jurisdiction in your use of the Platform or the Services;
  - 4.1.2. reproduce, copy, modify, adapt, alter, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, the Platform or any of the contents therein for any commercial or other purposes;
  - 4.1.3. dilute, tarnish, or otherwise harm the "DOON" brand in any way. This includes registering and/or using "DOON" or derivative terms in domain names, trade names, trademarks, or other source identifiers. Additionally, do not register and/or use domain names, trade names, trademarks, or other source identifiers that closely imitate or are confusingly similar to DOON's domains, trademarks, taglines, or promotional campaigns;
  - 4.1.4. provide or submit any false or misleading information and/or documents to us. This includes but is not limited to false names, dates of birth, driver's license information, payment methods, payment details, insurance information, or other personal data;
  - 4.1.5. collect, use, or disclose any personal data made available to you through the Platform for any purpose unrelated to renting a vehicle through the Platform, without obtaining the consent of the owner of such personal data and us;
  - 4.1.6. retain any personal data of users if the purpose for which that data was collected is no longer being served, or if retention is no longer necessary for legal or business purposes;
  - 4.1.7. distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
  - 4.1.8. attempt to circumvent a suspension, termination, or closure of your DOON Account. This includes, but is not limited to, creating a new DOON Account to bypass an account suspension or closure;
  - 4.1.9. use the Platform to request, make, or accept a booking independent of the Platform in order to circumvent or avoid incurring Trip Fees, or for any other reason; or
  - 4.1.10. request, accept, or make any payment of fees for renting a vehicle listed on the Platform through any means other than the payment services provided via the Platform.
- 4.2. You agree and acknowledge that failure to comply with the restrictions outlined in this clause 4, the Acceptable Use Policy, or any other provisions of this agreement may result in DOON exercising its rights as outlined in clause 1.12 of these Terms. Additionally, failure to comply may result in the loss of insurance coverage in accordance with the terms of your applicable insurance policy.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. You acknowledge that all intellectual property rights to the Platform anywhere in the world belong to us. The rights to use the Platform are licensed (not sold) to you, and you have no rights to the Platform other than the right to use it in accordance with the terms of this agreement.
- 5.2. You acknowledge that you have no right to have access to the Platform in source code form.
- 5.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Platform in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 5.4. Our status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged.
- 5.5. You must not use any part of the content on our Platform for commercial purposes without obtaining a license to do so from DOON or our licensors.
- 5.6. If you print, copy, or download any content on our Platform in breach of these Terms, your right to use the Platform will immediately cease. At our option, you must either return or destroy any copies of the materials you have made.
- 5.7. By uploading or making any content available on or through the Services, or through DOON advertising or promotional campaigns, you grant DOON a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license with the right to sublicense. This license allows DOON to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content for the purpose of promoting or marketing the Platform and/or the Services. It also allows DOON to carry out our obligations under this agreement and any other purpose that is expressly set out in this agreement or any other agreements between us.

## **6. UPLOADING CONTENT TO OUR PLATFORM**

- 6.1. You represent and warrant, irrevocably and unconditionally, that any content you upload to our platform complies with our Acceptable Use Policy.
- 6.2. DOON reserves the right to disclose your identity to any third party who claims that any content you have posted or uploaded to our platform violates their rights under Philippine law.

- 6.3. DOON will not be responsible or liable to any third party for the content or accuracy of any content or data uploaded by you or any other user of our platform.
- 6.4. DOON reserves the right to remove any post you make on our platform if, in our opinion, it does not comply with the content standards set out in our Acceptable Use Policy.

## **7. WARRANTY**

- 7.1. While DOON makes every effort to maintain the accuracy of the information on the Platform, we provide the Services, Platform, and all information, content, materials, products, and other services included on or otherwise made available to you through the Services (the "Related Content") on an "as is" and "as available" basis, unless otherwise specified in writing. DOON makes no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing. You expressly agree that your use of the Services and the Platform is at your sole risk.
- 7.2. This agreement sets out the full extent of our obligations and liabilities in relation to the supply of the Services and the Platform. Unless expressly stated in this agreement, there are no conditions, warranties, representations, or other terms, whether express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the Services and the Platform that might otherwise be implied into or incorporated in this agreement, whether by statute, common law, or otherwise, is excluded to the fullest extent permitted by law, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, the Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

## **8. LIMITATION OF LIABILITY**

- 8.1. DOON and holding companies or ultimate holding company and any subsidiary of our ultimate holding company and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns (collectively, our "Related Parties") have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement (including but not limited to the use of, or inability to use, the Services, the Platform or any other website or software) for:
  - 8.1.1. loss of profits, sales, business, or revenue;
  - 8.1.2. business interruption;
  - 8.1.3. loss of anticipated savings;
  - 8.1.4. loss or corruption of data or information;
  - 8.1.5. cost of substitute products or services from the use of or inability to use the services;
  - 8.1.6. loss of business opportunity, goodwill or reputation; or
  - 8.1.7. any incidental, special, indirect or consequential loss or damage
- 8.2. The total liability of DOON and/or Related Parties arising out of or in connection with this agreement and/or your use of the Platform and the Services, whether arising by statute, contract, tort or otherwise, will not exceed the following amounts, whichever is less:
  - 8.2.1. The amount of Trip Fees you have paid to DOON in the twelve (12) month period immediately prior to the event giving rise to any such liability; or
  - 8.2.2. Php 30,000.00
- 8.3. Nothing in this agreement shall limit or exclude any party's liability for:
  - 8.3.1. Death or personal injury resulting from negligence
  - 8.3.2. Fraud; and/or
  - 8.3.3. Any other matter in respect of which any party is prohibited under applicable law from limiting or excluding liability.

## **9. INDEMNITY**

By agreeing to these terms, you assume responsibility for and promise to protect us and our Related Parties from any claims, losses, expenses, damages, and costs (including direct, incidental, consequential, exemplary, and indirect damages), as well as reasonable legal fees, resulting from or arising out of your actions, defaults, or omissions, whether in your use of the Platform, Services, any related websites or software, or otherwise. This includes situations under this agreement (including our Acceptable Use Policy), as well as any laws or regulations.

## **10. OTHER IMPORTANT ITEMS**

- 10.1. DOON reserves the right, at our sole discretion, to modify these Terms from time to time. While we will make reasonable efforts to notify you of any material changes to these Terms, you agree and acknowledge that it is your responsibility to regularly review the Terms. By continuing to use the Platform after any modifications to these Terms take effect, you will be deemed to have accepted such modifications. If you do not agree to any modifications, you must not use the Platform.

- 10.2. DOON, in its sole discretion, may round up or down payable amounts to hosts or guests to the nearest whole functional base unit of the currency in which it is denominated, where permissible under applicable law.
- 10.3. DOON has the right to transfer our rights and obligations under this agreement to another organization. However, this transfer will not affect your rights or obligations under this agreement. Without our express written consent, you are not allowed to transfer any of your rights or obligations under this agreement.
- 10.4. This Agreement, along with any document explicitly referenced within it, constitutes the entirety of our agreement regarding the subject matter and replaces all prior agreements, promises, assurances, warranties, representations, and understandings, whether written or oral, relating to that subject matter. You agree that you have no recourse concerning any statement, representation, assurance, or warranty (regardless of whether it was made innocently or negligently) that is not outlined in this agreement or any document explicitly referenced within it. You acknowledge that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement or any document explicitly referenced within it.
- 10.5. If DOON fails to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and will not relieve you from complying with those obligations. If DOON waives a default by you, we will only do so in writing, and that will not automatically mean that we will waive any later default by you.
- 10.6. Each condition of this agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.7. This Agreement, its subject matter, and its formation, as well as any other disputes or claims in connection with it, are governed by Philippine law. In the event of such disputes or claims, you agree to engage in good faith discussions with us to resolve them. If the dispute or claim is not resolved within sixty (60) days, the parties agree to submit to the exclusive jurisdiction of the Philippine courts.

### **TERMS FOR GUESTS**

These terms and conditions set out terms applicable only to Guests ("Terms for Guests"). "Guest" refers to a person who intends to rent a Vehicle on the DOON Platform. These Terms for Guests form part of the Terms, and are part of the legally binding contract between Guests and DOON.

#### **Your Responsibilities**

1. Throughout the duration of the Trip Period, you are responsible for operating the vehicle that was booked through the Platform (including any substitutions or replacements that you have agreed to) (the "Vehicle") with reasonable skill, care, diligence, and prudence. You must also comply with any requirements and/or directions that we stipulate, including our policy on Host & Guest Responsibilities.
2. You are required to operate the vehicle safely and in compliance with all applicable laws, including speed limits and prohibitions on impaired or distracted driving. Unless permitted under applicable law, you must ensure that the driver and all passengers wear seat belts at all times when the vehicle is in operation.
3. You are responsible for the care and maintenance of the vehicle during the trip period. Before starting any journey in the vehicle, you must complete a visual inspection of the vehicle and take photographs of any pre-existing damages or defaults. These photographs must be uploaded to the platform. Failure to do so may result in any loss or damage to the vehicle discovered upon return to the host ("drop off") being attributed to you. If you believe that the vehicle is not safe to drive during inspection, you must not operate the vehicle and should report this to us immediately.
4. You agree to abide by our Pick Up and Drop Off Policy for the collection and return of the Vehicle to the Host at the designated location, or any other location agreed upon with the Host ("Designated Location").
5. You must return the Vehicle to the Host:
  - a. within the stipulated time frame. If you are delayed for any reason, you must inform your Host as soon as possible. The Late Return Policy will apply;
  - b. at the designated location;
  - c. in the same condition it was received, subject to our Wear and Tear Policy; and
  - d. in accordance with our user policies, including in particular our Vehicle Cleanliness, Fuel Policy, and Mileage Policy.
6. If you wish to cancel a booking, whether confirmed or not, you must do so as soon as possible, and our Trip Cancellation Policy will apply. If you cancel, you will not be entitled to any refund of the Trip Cost (in whole or in part) unless this policy provides for such a refund. You may not cancel a booking during the Trip Period.
7. For the purposes of this agreement, "Trip Period" shall mean the period between Pick Up and Drop Off at the Designated Locations. Unless otherwise stipulated by DOON, the Trip Period shall be determined by the point at which both Host and Guest have indicated that the Vehicle has been picked up or dropped off via the Platform. "Trip Cost" shall mean the total Trip Fees and trip price paid to the Host for rental of the Vehicle.
8. Subject to the Terms and any applicable law, you undertake not to:

- a. make any booking for a vehicle listed for rental on the platform, and/or drive or allow someone to drive any vehicle without having a valid driver's license in the jurisdiction where the vehicle is being driven.
- b. allow any person other than yourself, or a verified driver who has been notified to the Host as a driver, to drive the Vehicle you have booked;
- c. leave a Vehicle unlocked and unattended at any time during the Trip Period
- d. use the Vehicle for any commercial or non-personal use (including but not limited to using the Vehicle as a private hire vehicle) unless expressly permitted to do so in writing by us
- e. make any statements that you know or reasonably believe to be false, or misrepresent any facts to the Host concerning the booking, use, or operation of the Vehicle; or
- f. carry out any other acts or omissions set out in our Prohibited Uses Policy

## Insurance

9. You must, at all times during the Trip Period be covered by insurance in respect of the Vehicle as required by law.
10. When you book a vehicle from a Private Host, DOON will provide you with insurance for the trip period via the platform, which is offered by a third-party insurer. By booking a vehicle owned by a private host, you agree to the terms and conditions of that third-party insurer, which will be available to you via the platform.
11. When you book a vehicle from a Commercial Host, DOON will not provide any insurance through the platform. Your commercial host may offer insurance, and you agree and acknowledge that DOON is not responsible for such insurance.

## Incident Reporting

12. You must immediately report any incident, including any malfunction, breakdown or fault in the Vehicle, or any loss, damage, injury or otherwise arising out of or in connection with your use of the Vehicle (an "Incident") to DOON at [customercare@doon.ph](mailto:customercare@doon.ph) and follow all instructions given to you by DOON support staff.
13. If you have booked a Vehicle from a Private Host, following such incident, you must:
  - a. use your best efforts to obtain evidence from available witnesses or photographic, video, or other documentary evidence of the incident and any surrounding circumstances.
  - b. obtain identification and insurance information from any third parties involved in the Incident (if any);
  - c. provide a written description of the Incident to us, and fill in any necessary forms and/or paperwork required by us;
  - d. cooperate with any investigation into the Incident carried out by DOON, third party claims administrators or insurers, and/or any law enforcement, governmental authority or regulatory body;
  - e. enter into any discussion regarding liability with any third party; and
  - f. unless expressly instructed otherwise by DOON staff, you must not continue to use the Vehicle.
14. You agree and acknowledge that DOON may charge an administrative fee in the event of any incident, in accordance with its Fees & Fines Policy.
15. If you book a vehicle from a Commercial Host, you may be transferred to the relevant helpline or support desk, which is manned by the Commercial Host or their service providers. You should follow all instructions given to you in keeping with their policies.
16. If you fail to report any incident in accordance with these Terms, you acknowledge that you may risk losing coverage as per the terms of your applicable insurance policy.

## Liability

17. You are responsible for the vehicle and all acts or omissions carried out in respect of the vehicle by yourself, any passengers, or any drivers during the trip period. You will be personally responsible for all costs arising from such acts or omissions, including but not limited to:
  - a. citations, fines and/or fees (including but not limited to road tolls, parking tickets, wheel clamp or towing fines, penalties and fines arising out of your breach of any of applicable laws) incurred in respect of a Vehicle during the Trip Period;
  - b. any loss or damage to the Vehicle (including the cost of roadside assistance or vehicle recovery), or to any third party in excess of, or falling outside the scope of your insurance coverage; and
  - c. any other fees or fines incurred, in accordance with our Traffic Fines Policy, Fees and Fines Policy and/or any other user policy from time to time.
18. By making a booking, you agree and acknowledge that DOON may require a deposit from you (the "Deposit"). DOON may make necessary deductions from this Deposit to cover any amounts owed by you to DOON or your Host. If you owe amounts to your Host, we will transfer the owed amounts to your Host only after successfully deducting them from your Deposit.
19. If your deposit is insufficient to cover any amount owed to DOON and/or your Host, you authorize us to charge your credit card or other specified payment mode ("Payment Mode") for such outstanding amount. In any case, you must make payments for the outstanding amount to DOON within [seven (7) days] of receiving notice from us that such amount is due and payable.

20. You must make all payments through your chosen Payment Mode and in accordance with our Payment Terms and Policies. You must not withhold or set off payment on account of disputes, counterclaims, or any other reason. Additionally, you agree to bear any credit card charges, bank charges, or transaction fees incurred during payment (if any).

### **TERMS FOR HOSTS**

These terms and conditions set out terms applicable only to Hosts ("Terms for Hosts"). A "Host" refers to a person or entity who has Vehicle/s for rent on the DOON Platform. These Terms for Hosts form part of the Terms, and are part of the legally binding contract between Hosts and DOON.

Clauses 15 to 18 in these Terms for Hosts under the section shall only be applicable to Commercial Hosts, and not Private Hosts.

#### **Your Responsibilities**

1. As a Host, you hereby represent and warrant that:
  - a. you must be the registered owner of the vehicle or have been duly authorized by the registered owner of the vehicle to rent it on the platform;
  - b. the registered owner of the Vehicle has the right to let the Vehicle for rent on the Platform;
  - c. vehicle owners who do not own a driver's license may use another government ID and will not be permitted to use the Platform as a Guest, unless they are able to provide a driver's license.
  - d. you are not prohibited by any law, order, rule, regulation, or the terms of any contract, hire purchase, or other agreement from leasing or renting out the vehicle.
  - e. the Vehicle meets all our Eligibility Requirements and you have complied with all of our user policies, including in particular our Maintenance Policy, Vehicle Cleanliness Policy and policy on Host & Guest Responsibilities.
2. Once a booking has been confirmed, at Pick Up you must deliver to the Guest a vehicle which is in keeping with the specifications set out in your listing on the Platform, at the specified collection date and time and at the Designated Location. You shall ensure the availability of such vehicle for the duration of the reservation period agreed between parties. In the event that you wish to cancel a booking, you must do so as soon as practicable and our Trip Cancellation Policy shall apply.
3. To facilitate Pick Up and Drop Off, you must supply the designated locations for Pick Up and Drop Off accurately to DOON and the Guest. You agree to comply with our Pick Up and Drop Off Policy with regards to Pick Up and Drop Off of the Vehicle.
4. You are required to regularly check all vehicles listed on the Platform for any defects in their operations or safety. You promise that all vehicles are in a safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before listing the vehicle on the Platform. If DOON believes that your vehicle does not meet reasonable standards, DOON may notify you and reserves the right, at its sole and absolute discretion, to remove or decline the listing of your vehicle until its concerns have been resolved.
5. You agree to comply with all applicable laws and regulations. Additionally, you promise to keep registration information and proof of insurance in the Vehicle during each Trip Period. During the Trip Period, DOON will obtain insurance for the Vehicle through a third-party provider. Only standard car accessories will be covered. You agree to provide DOON with information about your policy's coverage upon request. If any changes occur in the information you previously provided, you must inform DOON promptly.
6. Subject to the Terms and any applicable law, you undertake not to:
  - a. provide or submit any claim for loss or damage to the Vehicle with false and/or misleading information
  - b. publish any false, misleading or incomplete information or misrepresent any facts in any listing on the Platform or in any communications with Guests;
  - c. act in breach of our Material Misrepresentation Policy or Vehicle mis-representation Policy; or
  - d. list any vehicle on the Platform as available for rental during any particular period if you have any reason to believe you will not be able to make the vehicle available during such period.

#### **Pricing and Payment**

7. Subject to our Pricing Guidelines, Hosts shall have the discretion to set and revise the pricing for the rental of your vehicle.
8. DOON will deduct any Trip Fees payable by you from the payment made by a Guest before transferring the payment to you. Moreover, DOON may make necessary deductions from the payment to cover any amounts you owe to DOON or to Guests, including any amounts in accordance with our Fees & Fines Policy or other user policies. If there are any outstanding amounts following such deduction, you authorize DOON to charge your payment mode for the outstanding amounts. In any case, you must make payment within seven (7) days of receiving

notice that the outstanding amount is due and payable. All payments made to you or deducted/collected from you will be made according to our Payment Terms and Policies.

9. DOON shall not be responsible for any delay in the receipt of payment by you. We reserve the right to delay or cancel any payment to prevent unlawful activity, fraud, or breach of these Terms. You are responsible for ensuring the accuracy and completeness of the information you provide regarding payments.

#### **Loss, Damage or Missing Vehicle**

10. Private Hosts who have reason to believe that a Guest has caused any loss and/or damage to their vehicle must report it to DOON as soon as possible, and in any case, within 24 hours of the end of the trip period. Upon drop off, it is your responsibility to inspect the vehicle for any loss and/or damage.
11. As a private host, if there is loss and/or damage to your vehicle, you agree to fully cooperate with any investigation carried out by DOON or any third-party claims administrator or insurer. They will determine whether such loss and/or damage has occurred during the trip period and whether it is covered by insurance (subject to the terms of your applicable insurance policy).
12. Private hosts whose vehicles go missing during the trip period, or whose vehicles are not returned within 3 hours of the agreed drop-off time without notice from the Guest, must immediately contact DOON and follow all instructions given by our support staff. If DOON instructs you to file a police report, you must do so within 24 hours of receiving those instructions.
13. By renting your vehicle to Guests via the Platform, you acknowledge and agree that you do so at your sole risk. DOON will not be liable for any missing vehicles or any loss and/or damage to the vehicle or any personal property on or within the vehicle during the trip period. DOON recommends that you remove all personal property from your vehicle before making it available for reservation.
14. You acknowledge and agree that normal wear and tear to the Vehicle, in accordance with our Wear and Tear Policies, is to be expected.

#### **Commercial Hosts**

15. Clauses 10 to 14 above shall not be applicable to Commercial Hosts. DOON does not have any responsibility to Commercial Hosts in the event that there is loss and/or damage to their Vehicle, or if their Vehicle has gone missing.
16. As a Commercial Host, you represent and warrant that:
  - a. if you are a car rental corporation, you are duly licensed in your jurisdiction(s) of operation in accordance with applicable law and have obtained all requisite permits, authorizations, or consents for your operation;
  - b. you have at all times conducted your business in accordance with all applicable laws and regulations;
  - c. any individual who has access to your account on the Platform has the authority to act on your behalf and to bind you in connection with the listing of vehicles on the Platform; and
  - d. you are able to make insurance available to Guests in respect of any Vehicles at all times.
17. Each listing of a vehicle on the Platform must be accompanied by a letter of authorisation in the form notified to you. Any listing not accompanied by such letter of authorisation shall not be published on the Platform.
18. You acknowledge that:
  - a. you are required to provide Commercial Insurance, whether provided by yourself or a third-party insurer, that offers sufficient coverage in accordance with applicable law to all Guests who book a vehicle from you. You must also ensure that any drivers of such vehicles are covered by the minimum insurance required by law.
  - b. you will be responsible for handling any incident reports from Guests or those that we redirect to you. Additionally, you must make your policies and procedures available to Guests in response to such incidents;
  - c. you will not impose any additional fees, deposits, costs, and/or taxes, require the Guest to sign or complete any additional agreements and/or forms, or impose any other requirements not set out in your listing on Guests; and
  - d. you will make details of the Commercial Insurance available on your listing, including the name of the policy provider and the coverage provided under the insurance policy.