

## **VEHICLE LEASE AGREEMENT (VLA)**

This rental agreement is entered into between the Host and the Guest (each, a “party” and collectively, the “parties”) for the rental of the Vehicle on the following terms and conditions.

The personal details of both the Host and the Guest are indicated in the duly submitted and posted (in the platform) government IDs, and additionally (for the Guest), driver’s license.

### **1. INTERPRETATION**

#### **1.1. Definition of Terms**

- 1.1.1. “DOON” means Doon Transport Technologies Inc., a domestic corporation holding office at 5048 Mezzanine Floor Draper Startup House for Entrepreneurs P. Burgos Street Poblacion Fourth District, Makati City, Philippines. City, Philippines.
- 1.1.2. “Platform Use Agreement (PUA)” means the terms of use of the Platform, as modified or amended by DOON from time to time.
- 1.1.3. “Platform” means DOON’s website [www.doon.ph](http://www.doon.ph) and/or its associated mobile application(s).
- 1.1.4. “Host” refers to a natural person or transport organization, qualified and allowed by DOON to advertise vehicle(s) for rent on the Platform.
- 1.1.5. “Guest” refers to a person with a driver’s license and without any legal impediment to drive a vehicle, who intends to rent a vehicle(s) on the DOON Platform.
- 1.1.6. “Policies” means any policies imposed by DOON on Guests and/or Hosts registered in the Platform.
- 1.1.7. “Authorized Driver” means a person with a valid driver’s license to drive in the jurisdiction the vehicle is being driven in, who has been verified by DOON in accordance with its policies and authorized by both the Guest and the Host to drive the leased vehicle.
- 1.1.8. “Personal Information” refers to the definition given in Republic Act 10173 or the Data Privacy Act of 2012 (DPA).
- 1.1.9. “Person” means a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assignees.
- 1.1.10. “Vehicle” means a motor vehicle registered with the Land Transportation Office (LTO) as belonging to a Host and listed on the Platform by that Host for rent.
- 1.1.11. “Listing” means the listing posted on the Platform in respect of the Vehicle.
- 1.1.12. “Rental Period” means the period of hire for the vehicle as agreed between the parties via the Platform.
- 1.1.13. “Designated Location” means the designated location at which the vehicle is to be collected or returned to the Host by the Guest, or such other location as parties may agree.
- 1.1.14. “Pick-up” means the time and date of which the later of the parties have confirmed collection via the Platform of the Vehicle by the Guest from the Host at the Designated Location.
- 1.1.15. “Drop-off ” means the time and date of which the later of the parties have confirmed via the Platform the return of the Vehicle to the Host at the Designated Location.
- 1.1.16. “Trip Price” means the fees payable to the Host for the rental of the vehicle by the Guest, as set out on the listing, exclusive of any service fees or other fees payable to DOON or any other third party.

### **2. VEHICLE RENTAL**

- 2.1. The Host shall rent out a Vehicle from the Guest for the agreed Rental Period, subject to DOON’s Platform Use Agreement (PUA) and Policies.
- 2.2. Both parties agree that they shall at all times abide by the Platform Use Agreement (PUA) and the prevailing Policies.
- 2.3. The Vehicle shall at all times remain the property of the Host.
- 2.4. The liability of loss, theft, damage or destruction of the Vehicle shall be passed on to the Guest at the point of Pick-Up and will remain with him during the duration of Rental Period until the Drop-off has been completed.
- 2.5. Trip Extension requests should be made through the DOON platform and be paid for immediately. In the event wherein the Guest fails to pay for the trip extension, the Guest will be charged the daily car rental price x the number of days plus penalty fees.
- 2.6. Early Returns will not be refunded.
- 2.7. For avoidance of doubt, the parties agree and acknowledge that DOON is not a party to this Agreement and is a mere platform service provider.

### **3. INSURANCE COVERAGE**

- 3.1. The insurance policy will only cover official commercial trips booked through the DOON platform. Any personal use of the vehicle will not be covered.
- 3.2. Both parties agree to comply with any applicable laws or regulations, including any laws or regulations with respect to insurance coverage.
- 3.3. In case of claims, the Guest is liable for insurance depreciation, other deductible charges, and/or any Extended Third Party Liabilities (EPTL) beyond the coverage of the insurance policy.

### **4. FEES**

- 4.1. The Guest shall be responsible to pay for the entire Trip Price as mentioned in the Platform.
- 4.2. The parties agree that the Trip Price shall be paid to the Host through the payment services offered via the Platform, in accordance with the Platform Use Agreement (PUA) and Policies.
- 4.3. The parties acknowledge and agree to pay any additional fees set out in the Policies, including any fees payable to the other party for Cancellation, Prohibited Use, Additional Mileage, Late Return, or any other failure to comply with the Platform Use Agreement (PUA) and Policies.

- 4.4. All payments to be made by either party under this Agreement shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

## **5. TERMINATION**

- 5.1. This agreement shall commence upon the confirmation of the Guest's booking of the vehicle by the Host via the Platform, and shall continue until the Drop-Off Time, unless terminated earlier in accordance with clause 5 Termination.
- 5.2. A party may terminate this agreement by canceling the trip via the Platform in accordance with the applicable Policies. This Agreement shall terminate with immediate effect upon such cancellation. A trip cannot be canceled during the Rental Period.
- 5.3. Termination of this Agreement shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.
- 5.4. Termination of this Agreement shall not affect the continuation in force of clause 5 Termination and any other clause of this agreement which is expressed or by its nature intended to continue in force notwithstanding termination of this Agreement.
- 5.5. Upon termination of this agreement:
  - 5.5.1. the Guest shall not be entitled to any refund for the Trip Price (in whole or in part) unless provided for in the applicable Platform Use Agreement (PUA) and Policies; and
  - 5.5.2. where the Guest has collected the Vehicle from the Host, the Guest shall immediately return the Vehicle to the Host at the Designated Location in accordance with the Policies.

## **6. FORCE MAJEURE**

- 6.1. If either Party is prevented from, or delayed in performing any of its obligations under this Agreement as a result of circumstances beyond its control, such as acts of God, acts of war, revolution, riots, strikes, lockouts, or natural calamities, such Party shall be deemed not to have committed a default or breach under this Agreement and such obligations shall be suspended for so long and to such extent as may be justified by the circumstances.
- 6.2. A Party which has been prevented from, or delayed in performing its obligations as a result of the circumstances hereunder shall promptly inform the other Party of the details of such circumstances and shall proceed to take such steps as may be reasonably necessary to remedy the cause of and/or minimize the effects of such circumstances.

## **7. PERSONAL INFORMATION**

- 7.1. Each party acknowledges that as a result of this Agreement, they may obtain Personal Information of the other party. Neither party shall, during and after termination of this agreement, without the prior written consent of the other party, use, disclose or retain such Personal Information beyond the purposes contemplated by this Agreement or legal purposes.
- 7.2. Each party shall undertake reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks with respect to the other party's personal information.
- 7.3. Each party shall at all times, comply with the provisions of the Philippine Data Protection Act in respect of the other party's Personal Information.

## **8. GENERAL**

- 8.1. Neither party may assign, or subcontract any of its rights or obligations under this Agreement.
- 8.2. No variation of this Agreement shall be effective unless it is agreed between the parties in writing.
- 8.3. A waiver of any right under this Agreement shall be in writing. Such waiver shall apply only to the person to whom the waiver is addressed and the circumstances for which it is given. Any failure to enforce any provision of this agreement shall not constitute a waiver of such or any other provision. Unless specifically provided otherwise, rights and remedies arising under this Agreement are cumulative and do not exclude rights and remedies provided by law.
- 8.4. The parties agree that in the event any dispute arises out of or in connection with this Agreement, they shall first submit the dispute to DOON for resolution, and shall cooperate, in good faith, with DOON's Grievance Policy.
- 8.5. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 8.6. This Agreement and any documents referred to in it constitutes the whole Agreement between the parties and supersedes all previous arrangements, understandings and Agreements between the parties relating to its subject matter.
- 8.7. This agreement is governed by and will be interpreted in accordance with the laws of the Philippines.
- 8.8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. For purposes of the effective date of this Agreement, the Parties hereby agree that the exchange of executed copies of this Agreement in portable digital format (PDF) or similar format by email transmission shall constitute effective execution and delivery of this Agreement as to the Parties.