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USER RENTAL AGREEMENT – VEHICLE

Latest Updated: 6 Apr 2024

Amendment Clause: 19

Terms & Conditions (USER)

Thank you for choosing ANTBUILDZ SDN. BHD.

ANTBUILDZ SDN. BHD. is a company incorporated in Malaysia with the company registration number 202301007975 (1501896-A) and its registered address at MBMR 1 Jalan Syed Putra, 3-3A, 58000, Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("ANTBUILDZ"). ANTBUILDZ is the owner and operator of <https://www.antbuildz.com> and any of its sub-domains or subpages (the "Website") and all services provided by ANTBUILDZ via the Website (the "Services"). The Services provided by ANTBUILDZ include but are not limited to (i) the provision of an online platform for Vehicle rental PARTNER and USER to facilitate the entire Vehicle rental process for Business/Personal usage. For the avoidance of doubt, the Vehicle that is rented out within the platform to the USERS is not owned by ANTBUILDZ, and are solely the property of the Vehicle rental PARTNER ("PARTNER") who have authorized ANTBUILDZ to represent and arrange such Vehicle for the provision of the Services.

This page stipulates the terms and conditions (this "Agreement") between ANTBUILDZ and you as a member of our Website and/or USER of our Services ("USER" and/or "you"). Please read this Agreement carefully before using the Services and Website as, by accessing and registering as a member on our Website, and/or using the Services provided by ANTBUILDZ, you acknowledge that you have read, understood, and unconditionally agree to be bound, without any limitation or qualification, by the terms and conditions contained in this Agreement. These terms and conditions shall be applied to all types of Vehicle listed on the platform whichever is applicable.

We may need to make changes to this Agreement from time to time. We may unilaterally change the terms of this Agreement and we shall send you a notification of the same. You acknowledge that it is your responsibility to check the notification and/or the updated Agreement upon such notifications or during the creation of new bookings or commencement of your Rental Period. You further agree that your continued use of the Website and Services following the changes to this Agreement indicates your acceptance of any such changes to this Agreement. In case of dispute, ANTBUILDZ reserves the right of final decision on the interpretation of the terms and conditions in this Agreement.

It is hereby agreed between ANTBUILDZ and the USER as follows:

1. Rental Period

In the case of delivery/re-delivery by PARTNER, the Rental Period shall commence upon the agreed date of Vehicle arrived at the site with delivery/collection order duly signed by USER and shall cease upon agreed date of collection of Vehicle at the site with legal collection order signed by PARTNER.

In the case of self-collection/re-delivery by USER, the Rental Period shall commence upon the agreed date of collection of Vehicle at PARTNER yard with legal delivery order duly signed by USER and shall cease upon agreed date of Vehicle re-delivery back to PARTNER yard with delivery/collection order signed by PARTNER.

Vehicle mileage per day shall be capped at 200kilometer during the rental period. In the situation where there is an excess of mileage occurred, additional mileage charges of \$0.2/km shall be chargeable.

2. Payment Fees and Terms

The total payment fees of rental booking are based on the daily, weekly, or monthly rate set by the vehicle PARTNER, plus the additional other fees such as security deposit, delivery/redelivery fees, additional accessories, and taxes.

a) **Rental Fees**– The rental fees will be calculated based on the rental period concerning either daily rate, weekly rate, and monthly rate.

Daily Rental Rates refer to a consecutive period of **24 (Twenty Four) hours**, computed from the date and time of commencement of the rental period.

Weekly Rental Rates refer to a rental rate for a period of **continuously 7 days (One week)**, exclude Sunday and Public Holiday, computed from the date and time of commencement of the rental period.

Monthly Rental Rates refer to a rental rate for a period of **continuously 30 days (One month)**, computed from the date and time of commencement of the rental period.

Example Calculation:

Daily Rate	Weekly Rate	Monthly Rate
\$300	\$1000	\$2500

- 5 days rental = 5 x \$300, total \$1500.
- 10 days rental = 1 x \$1000 + 3 x (\$1000/7), total \$1428.57
- 3 weeks rental = 3 x \$1000, total \$3000.
- 2.5 months rental = 2 x \$2500 + 15 * (\$2500/30), total \$6250.

b) **Security Deposit** – As a refundable guaranteed charge by ANTBUILDZ as set out in the order confirmation.

c) **Delivery/Re-delivery Fees** – Delivery/ Re-delivery service charge by PARTNER as set out in the order confirmation.

d) **Accessories** – Additional accessories as require by USER charged by PARTNER as set out in the order confirmation

The remaining rental fees paid up to one month shall be paid within 3 working days upon receiving the invoice for the upcoming rental duration. Otherwise, the rental will be immediately ceased upon completion of the existing paid rental duration and shall be considered as payment default termination.

3. Insurance

The Vehicle shall be covered by PARTNER under a Motor Vehicle Insurance Policy in accordance with the laws of Malaysia during the rental period which contains excess. USER acknowledges that the insurance effected by the PARTNER does not cover personal injuries or death of the driver and all passengers on board of the Vehicle.

In case of any accident/major damage, USER shall fully responsible and is require paying the insurance excess amount as stated under the Motor Vehicle Insurance Policy.

USER shall be responsible for all the risks from the time the Vehicle handover to USER and cease upon the return of the Vehicle back to PARTNER.

4. Method of Payment

Rental booking will ONLY be confirmed upon payment made to ANTBUILDZ. USER has two payment options as follows:

a) Telegraphic Transfer/EBANKING/ DUITNOW QR UEN Number:

USER can make booking payment to ANTBUILDZ via telegraphic transfer to bank details as follows;

Bank: UOB BANK
Account No.: 209-312-317- 6
Name: ANTBUILDZ SDN BHD
DUITNOW QR: 202301007975 (1501896-A)

b) Cheque Payment

USER can make booking payment in the form of a cheque, crossed "NOT NEGOTIABLE" and payable to ANTBUILDZ SDN. BHD.. USER shall deposit the cheque on time and booking shall be confirmed upon receiving the payment in ANTBUILDZ account.

5. Security Deposit

A security deposit equivalent to **ONE MONTH** rental fees shall be paid by USER to ANTBUILDZ together with payment fees for confirmation of Vehicle reservation. To protect the interest of PARTNER and USER, the Security deposit collected will be kept in the ANTBUILDZ account. Security deposit paid will be act as security for the performance by USER of the terms under this Agreement and any damages caused by USER or USER's agents to the Vehicle during the rental period. ANTBUILDZ may use part or all of the Security Deposit to repair any damage to Vehicle caused by USER or USER's agents. However, ANTBUILDZ is not just limited to the security deposit amount and USER remains liable for any balance. The security deposit shall strictly not be applied or deducted from the last or any month's rent. The security deposit shall be returned to USER by ANTBUILDZ within 14 working days after rental completion.

In the situation where there is no bank detail updated for the refund within 6 months upon rental completion, ANTBUILDZ reserve the full right to forfeit the deposit.

6. Rental Reservation and Confirmation

Once USER finalizes the reservation of the Vehicle in the platform, the rental reservation order will be sent to USER via email. USER shall proceed to make the payment via the payment method as stipulated in Clause 4 within 3 working days or the payment date as stipulated in the rental reservation order. Rental reservation will be confirmed upon receipt of payment by USER.

In the case USER is not able to make payment within the reservation period, USER can inform ANTBUILDZ of an additional 2 working days extension for payment. USER will receive immediate confirmation order after making the payment. Otherwise, the reservation will be canceled.

7. Cancellation

There are three cancellation options (Flexible, Moderate, and Strict) that are made available for USER.

- a) **Flexible**: In the event, USER cancels the booking of Vehicle order within 24 hours after making payment. A full refund of rental fees, delivery/re-delivery fees, accessories fees, including security deposit shall be made to USER within 3 working days.
- b) **Moderate**: In the event USER cancels the booking of Vehicle order 72 hours before the delivery of Vehicle, 50% of rental fees and accessories fees will be charged. 100% of delivery/re-delivery fees, including 100% of security deposit refund shall be made to USER within 3 working days.
- c) **Strict**: In the event, USER cancels the booking of Vehicle order within 72 hours before the delivery/collection of vehicle, 100% or up to 1 full month of rental fees and accessories fees shall be forfeited. A full refund of the delivery/redelivery fees and security deposit shall be made to USER within 3 working days.

Summary Cancellation Options		
Cancellation by USER after rental confirmation		
Flexible	Moderate	Strict
Cancel within 24 hours after confirmation of rental reservation	Cancel in more than 72 hours prior to vehicle delivery	Cancel within 72 hours prior to vehicle delivery
100% full refund of rental fees, delivery/redelivery fees, accessories fees including 100% security deposit.	50% refund of rental fees and accessories rental fees including 100% of delivery/redelivery fees and 100% of security deposit.	0% refund of rental fees and accessories fees. 50% of delivery/redelivery fees or any relevant delivery fees will be charged. The remaining will be refunded together with 100% security deposit.

d) In the event PARTNER is not able to provide the vehicle due to unforeseen circumstances, ANTBUILDZ has the right to replace it with another vehicle (Similar Spec.) without consent needed from USER. ANTBUILDZ shall notify USER if there is no replacement available. The full refund shall be made to USER within 3 working days.

8. Change Date

For vehicle rental booking of one month and above, USER shall be entitled to postpone the rental start date up to one week. USER can postpone the rental start date via USER email, call, and WhatsApp.

For vehicle rental booking of less than one month, USER is strictly not allowed to postpone the rental start date.

USER may request to change the start date earlier by communicate with ANTBUILDZ via email, call, and WhatsApp. The request will be strictly subject to Vehicle availability from the PARTNER.

9. Documentation

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The vehicle supplied by PARTNER shall be legally registered to be used in Malaysia. PARTNER shall provide necessary documents including but not limited to:

- Motor Vehicle Insurance Cover Note
- Vehicle service document
- Delivery/return handover document

USER shall provide necessary documents including but not limited to:

- Drivers particular that authorized by USER's company to operate the Vehicle.
- Copy of USER's business registration profile

10. Vehicle Delivery/ Re-delivery

USER shall inspect the Vehicle immediately upon collection of the Vehicle and acknowledge the Vehicle delivered in a good working condition not limited to removal of dirt and other debris on Vehicle and undercarriage. USER hereby acknowledges that the vehicle shall be leased on "as is, where is basis" and PARTNER shall not be responsible for any defects for the quality or compliance with description or fitness for any particular of the Vehicle or any part or parts thereof. PARTNER hereby excludes all warranties and representations save for those expressly provided for in this agreement.

11. Diesel/Petrol/Battery Supply for Vehicle

Vehicle shall be delivered/hand-over by PARTNER to USER with full fuel tank/fully charged. Meanwhile, vehicle shall be returned by USER with full fuel tank/fully charged. USER shall strictly fill the Vehicle with only correct specification of fuel and shall not mix with water. Any consequences due to wrongly fill with fuel will be solely borne by USER.

In the situation when the vehicle is return and is not full tank/fully charge, there will be a penalty charges of RM500.

12. Inspection

Before the vehicle is collected by USER, USER may require an inspection thereof made by a competent authority, and if the vehicle is proven not to be substantially in the condition required by this Agreement, the cost of the inspection shall be paid by PARTNER. If USER fails to have such an inspection made, the vehicle shall be presumed for all purposes hereof to be in good condition and running order when delivered to the USER or his agent. ANTBUILDZ/PARTNER shall have the right at any time to enter upon the premises or place where the vehicle is located and shall be given free access thereto and afforded all necessary facilities to inspect the Vehicle. Upon return of the vehicle, the PARTNER shall complete a Return Inspection if deemed necessary by PARTNER to ensure the vehicle is in good condition and running order.

13. Use of Vehicle

USER acknowledges and agrees that PARTNER has no control over how Vehicle is operated during the actual Rental Period and that Vehicle may be dangerous if used improperly or by untrained parties. USER represents and warrants:

- The operation of the Vehicle shall be full compliance in accordance with all applicable laws and regulations.
- Vehicle shall not be subjected to neglect, carelessness, misuse, or abuse, including but not limited to, being overloaded or taxed beyond its capacity or be used for transportation, storage, use, or removal of explosives or hazardous products or materials as may be defined by local regulatory or enforcement agency.
- USER shall only use the vehicle only within the territorial limits of Malaysia.
- Without the prior written consent of ANTBUILDZ/PARTNER, USER shall not make any alterations, additions, or improvements to the Vehicle (including fitting any towing Vehicle, non-standard tyres and/or other accessories onto the Vehicle), or remove any parts whatsoever from the Vehicle.
- USER shall not sell, offer for sale, assign, let, sublet, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Vehicle or any interest therein nor create nor allow to be created or suffer the creation of any lien or encumbrance on the Vehicle whether for repairs or otherwise.
- USER shall not smoke any cigarette, tobacco, or other substances in the Vehicle.
- USER shall not drive under the influence of intoxicating liquor or drugs.
- USER shall ensure that all authorized drivers must be 22 years old and above and hold a valid driving license with at least 2 years' driving experience.

14. Possession of Vehicle

USER shall be entitled to possession of the vehicle on the first day of the rental duration. At the expiration of the rental duration, USER shall surrender the Vehicle to PARTNER by delivering the Vehicle to PARTNER in good condition and working order, ordinary wear and tear accepted, as it was at the commencement of the Agreement.

In the situation where payment is not made upon extension, ANTBUILDZ/PARTNER shall reserve the full rights to enter the premises to reclaim back the vehicle

15. Breakdown

In the event of Vehicle breakdown, USER shall immediately cease using Vehicle and make a notification report via Dashboard, email, call, or WhatsApp to ANTBUILDZ immediately. ANTBUILDZ/PARTNER shall make necessary arrangements to repair the Vehicle within 24 - 48 working hours shall it not fall on Saturday/Sunday/Public Holiday. The rental rate on daily basis will be deducted if the breakdown hour is accumulated more than 24 working hours continuously.

Working time shall be considered from 8 am to 5 pm from Monday to Friday excludes Saturday/Sunday/Public Holiday. Any repair activated as requested by USER during Saturday/Sunday/Public Holiday shall be considered as additional charge.

USER agrees that a punctured tyre, empty petrol tank, loss of vehicle's key or locked key inside the vehicle is not considered as breakdown and any activation of service shall be chargeable. Any breakdown occurred shall not constitute a basis for any claim by the Hirer for any Loss whatsoever and howsoever suffered or incurred as a consequence (including any loss of income).

16. Maintenance, Operation, and Repairs

USER declares that he or its employees understand the operation of the Vehicle. USER shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed

upon the Vehicle, and shall ensure that the vehicle is not subjected to careless or needlessly rough usage, and shall at the USER's own expense, maintain and ultimately return the Vehicle to PARTNER and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, USER shall, at the USER's own expense, during the term of this rental pay the cost of:

- Diesel/petrol/battery charge required to operate the Vehicle.
- All repairs and replacement parts including punctured tire/flat battery due to USER negligence in operation including labour charges, are required to be made to the Vehicle to keep it in good repair and running order.
- At all times, the vehicle must be provided with sufficient oil, water, and the prescribed tyre pressure. USER shall check the tyre thread regularly and informed ANTBUILDZ should the tyre(s) wear off. Punctured tyre(s) will be chargeable.

ANTBUILDZ/PARTNER will not be liable in any situation of loss of profits, sales and business; business interruption in situation due to maintenance and breakdown.

17. Notification of Loss/ Damage

If Vehicle is damaged, lost, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any other incident concerning Vehicle occurs including injuring to person or property ('Occurrence'), USER shall immediately notify ANTBUILDZ and will file all necessary accident reports, including those required by law and those required by insurers of Vehicle and provide all information, including documents of any nature, known to USER related to the Occurrence. The USER shall indemnify ANTBUILDZ against all loss and damage to the Vehicle hereby obtained, during the rental period, based on the value of such Vehicle stated in the Details of Vehicle.

18. Late Payment and Late Return Penalty

USER will be imposed with an additional 20% of the daily rental rate per day if:

- USER failed to make payment within 3 working days prior expire of a monthly rental cycle if the rental duration is equal or more than a month.
- USER failed to return the Vehicle as per the agreed rental end date stipulated in the confirmation of rental reservation.

19.Rental Extension / Early Termination

- USER can request for rental extension at least 5 working days before the rental end date to ANTBUILDZ via email, call, and WhatsApp. The approval will be strictly subject to vehicle availability by the PARTNER. If rental extension requested approval granted to USER, USER shall immediately make payment for the rental extension within 72 hours or 3 day before the contract end to confirm the extension. Otherwise, the rental extension will be considered cancelled.

If ANTBUILDZ does not receive a request for an extension, the rental will be terminated at the original end date and time listed on the confirmed rental reservation and schedule a re-delivery accordingly. If a driver is dispatched to pick up the vehicle, and vehicle is not available for takeover or release, USER will be charged a Delivery Fee and other applicable charges. USER will be responsible for the safekeeping of vehicle until the pickup takes place. USER shall be charged an additional 20% of the daily Vehicle rental rate and shall be deducted from USER's security deposit.

- The USER may request early termination of the equipment rental by notifying ANTBUILDZ through email, phone call, or WhatsApp. However, the USER shall be responsible for payment of the remaining rental period as per the rental reservation.
- If USER fails to make payment within 3 working days upon receiving the invoice for the upcoming rental duration payment, it shall be considered as default payment termination. USER shall immediately release the vehicle for PARTNER collection after completion of the existing monthly rental duration. The security deposit will be deducted accordingly to the remaining duration.

20. Condition of Vehicle upon Return

USER will return Vehicle together with all accessories, free from all damage, and in the same condition and appearance as when received by USER, allowing for ordinary wear and tear. Ordinary wear and tear of Vehicle shall mean only the normal deterioration of Vehicle caused by ordinary and reasonable use during the time used. The following shall not be deemed reasonable wear and tear:

- Damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of Vehicle.
- Damage in the natures of dents, bending, tearing, corrosion or misalignment to or of Vehicle or any part thereof;
- Any other damage to Vehicle that is not considered as ordinary and reasonable wear and tear. USER shall be liable for the full cost of repair if any damage as mentioned arises upon redelivery receiving inspection.

21. Indemnification

USER shall indemnify and hold ANTBUILDZ and PARTNER harmless from and against all claims, damages, losses, and expenses, including legal fees, arising out of or resulting from the rental of the Vehicle, even if such claims, damages, losses, or expenses are caused in whole or in part by any negligent act or omission of a party indemnified hereunder.

22. Traffic Summonses

USER shall further be responsible for all parking charges, and toll fees arising from the use of the Vehicle rental and pay off all traffic summonses, including all notices and inquiries from related party in connection therewith via suitable payment method or respective government websites after upon completion of rental vehicles.

- If any traffic summons, including all notices and inquiries, are sent to PARTNER before the rental duration completion, ANTBUILDZ reserves its rights to deduct security deposit from USER on traffic fines.

- If any traffic summons, including all notices and inquiries, are sent to PARTNER after the rental duration completion, ANTBUILDZ reserves its rights to send invoices on traffic fines and USER shall be deemed to be liable to pay the fine within 3 working days upon receiving the invoice.

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23. Ownership

ANTBUILDZ shall at all times retain ownership and title of the Vehicle. USER shall give ANTBUILDZ immediate Notice if any of said Vehicle is levied upon or is about to become liable or is threatened. With the seizure, and USER shall indemnify ANTBUILDZ against all loss and damages caused by an action.

24. Subletting of Rental Vehicle

ANTBUILDZ may assign this Contract or any rights under it at any time without USER's consent. In the event of any assignment, ANTBUILDZ's assignee will have all the rights and remedies of ANTBUILDZ outlined in this Contract. USER shall not be sublet, assign or loan Vehicle, or assign any interest in this Contract to any party.

25. Location

USER shall strictly use the Vehicle at Malaysia Mainland only.

26. Force Majeure

Notwithstanding any provision contained herein to the contrary, neither ANTBUILDZ nor USER shall be deemed to be in default hereunder for failing to perform obligations arising according to this agreement if such failure is the result of any acts of state or governmental action, riots, disturbances, war, strikes, lockouts, terrorism, epidemics pandemics, fire, flood hurricane, typhoon, and earthquake.

27. Encumbrances or Liens

USER shall not at any time suffer or permit any charge or lien, whether possessively or otherwise, to exist against the Vehicle, and shall keep the Vehicle free of all taxes liens, and encumbrances. If the USER fails after the demand of ANTBUILDZ, to pay off any such lien charge or encumbrance, ANTBUILDZ may pay the same and recover the amount of any such payment, with interest at 18% per annum from the USER on demand.

28. Binding Effect

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors, and permitted assigns of the Parties.

29. Dispute Resolution

This Terms of Conditions shall be governed by Malaysia law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Terms of Conditions shall be referred to the Asian International Arbitration Centre ("AIAC"), by the Rules of the AIAC as modified or amended from time to time (the "Rules") by a sole arbitrator appointed by the mutual agreement of you and ANTBUILDZ (the "Arbitrator"). If USER and ANTBUILDZ are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of AIAC by the Rules. The seat and venue of the arbitration shall be Malaysia, in the Malay language and the fees of the Arbitrator shall be borne by USER. USER may also choose a mode of alternative dispute resolution such as the Malaysia Mediation Centre, subject to their respective rules and guidelines.

In the event of the USER's violation of the terms and services stipulated in the Rental Agreement, the USER hereby grants ANTBUILDZ irrevocable authorization to disclose the USER's information and data to the PARTNER, who holds the right to seek direct recourse against the USER.

It is explicitly stated that ANTBUILDZ shall not assume any liability whatsoever to provide compensation to any party for any costs, losses, or damages incurred as a result of the provision of false, incomplete, misleading, or inaccurate information.

30. Personal Data Protection Act

Each party acknowledges that as a result of this agreement, they may obtain Personal Data of the other party. Neither party shall, during and after termination of this agreement, without the prior consent of the other party, user, disclose or retain such Personal Data beyond the purposes contemplated by this agreement or legal purposes. Each party shall at all times, comply with the provisions of the PDPA in respect of the other party's Personal Data

31. Notice

Any notice (Communication via platform dashboard/ email/ WhatsApp) required or otherwise given according to this Agreement shall be deemed legal.

32. Waiver

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by ANTBUILDZ does not waive ANTBUILDZ's right to enforce any provisions of this Agreement.

33. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.