

Terms and Conditions of Using Gekkon Software

Effective date: March 11, 2023

These Terms and Conditions of using Gekkon Software (hereinafter referred to as the “**Terms and Conditions**”) of Gekkon Company limited, registered under Thai law, and having registration number 0835566004922 (hereinafter referred to as the “**Lessor**”), regulate the reciprocal rights, obligations and principles of the contractual relationship between the Lessor and a party interested in hiring a vehicle (hereinafter referred to as the “**Client**”) when using Gekkon Software.

Except to the extent expressly provided otherwise, the following expressions, having the meaning defined hereunder, are used in this Terms and Conditions:

Activation – connecting the Client to an Gekkon Service, setting up a User Account for the Client so as to be able to access the functions of Gekkon Software, including submitting an Application to Hire a Vehicle, Reservation, transferring a Vehicle to the Waiting regime, hiring a Vehicle and ending the Term of Hire of a Vehicle.

Gekkon Service – the provision of a Vehicle by the Lessor to the Client for temporary use via Gekkon Software.

Gekkon Software – a set of software tools (including the Website and the Mobile Application) which ensures the operation of the Gekkon Service.

Application to Hire a Vehicle – an action set pursuant to the Contract executed by the Client using the Mobile Application for the purpose of taking a Vehicle for temporary use.

Authorisation – executing the actions set out in the instructions for Gekkon Software for the purpose of identifying the Client by way of entering a Login Name and Generated Password, which the Client knows and keeps secret, for the purpose of using Gekkon Software and Gekkon Services.

Client – a natural person (individual) with whom a Contract is concluded.

Client Data – all data and materials that uploaded to or stored on the Mobile Application by the Client or generate by the Mobile Application as a result of use of the Gekkon Service.

Contact Number – a mobile telephone number registered in the name of the Client or which the Client uses on other legal grounds in accordance with Legal Regulations and the requirements of mobile operators and which the Client communicates to the Lessor when registering in the Mobile Application or at the Website and which is used as a Login Name and for communication between the Lessor and the Client in the cases laid down in the Contract and (or) Legal Regulations and for calling and sending SMS to the Lessor and to the Client.

Contract – a contract whose wording is approved by the decision of the Lessor and all annexes thereto which are an inseparable part thereof, and all amendments and (or) additions. Contract includes, inter alia, these Terms and Conditions for Using Gekkon Software, the GCTC and the annexes thereto. By entering into a Contract, the Client obtains access to the Mobile Application

and may enter into individual hire contracts in the manner laid down in the Contract and use the relevant Vehicle pursuant to them.

GCTC – General Commercial Terms and Conditions of the Lessor, as presented at the Website.

Login Name – the Contact Number of the Client entered by the Client for access to the User Account of the Client at the Website and (or) in the Mobile Application in connection with a Generated Password, which is the equivalent of the handwritten signature of the Client and which confirms that the Client is the originator of activity undertaken using the Login Name.

Mobile Application – the Gekkon for Mobile Devices electronic application, which makes it possible to use the Gekkon Service, including: Registration of the Client in the Gekkon Service, submitting an Application to Hire a Vehicle, Reserving a Vehicle, beginning and ending the Term of Hire of a Vehicle and the other activities described in the Contract. The Client itself undertakes the required operations for the purpose of installing the Mobile Application on a Mobile Device using the services of www.apple.com/itunes/ or play.google.com/store over the Internet.

Mobile Device – an electronic device (smartphone, mobile telephone, tablet) which operates based on the iOS or Android operating system.

Parties – the Lessor and the Client.

Personal Data – information to concern the Client which the Lessor records in electronic format, on paper and (or) on another data carrier, including: (1) surname, first name (names), (2) date, month and year of birth, (3) place of birth, (4) Personal Number or other personal identification number, (5) number of proof of identity, date of issue, term of validity, indication of the body which issued proof of identity, (6) information about permanent residence (place of residence) and place of actual residence, (7) driving license number, date of issue, term of validity, indication of the body which issued the license, the scope of authorisation to drive, (8) contact details, including mobile telephone number and e-mail address, (9) information on the existence (absence) of medical contra-indications in relation to driving a motor vehicle, (10) photograph, (11) data on geolocation (navigation data), (12) any other personal data which are connected to or could be created in connection with entering into and performing the Contract. The normative documents of the Lessor, including these Terms and Conditions for Using Gekkon Software, Information on Personal Data Processing, GCTC, Annexes to the GCTC and other documents may also specify a different list of data which constitute Personal Data.

Push-notification – a communication displayed on the screen of the Mobile Device of the Client registered in the information system of the Lessor, transferred from the server of the Lessor to the Mobile Application installed on the Mobile Device of the Client.

Rates – the rates of remuneration of the Lessor charged by the Lessor to the Client specified at the Website and (or) in the Mobile Application and used within the bounds of individual operations.

Registration – registration of the Client in accordance with the instructions in the GCTC, and the annexes thereto, for the purpose of using the Gekkon Service.

Reservation - a service provided to the Client consisting of limiting the use of a Vehicle by other Clients from the time of Reservation to the beginning of the Term of Hire or to the time of

cancellation of the hire of a Vehicle by the Client if the Client does not commence the hire during the term of validity of the Application to Hire a Vehicle.

SMS – a short text message sent to the Contact Number of the Client. SMS may be sent by the Lessor as part of performing the Contract and for information purposes, including informing the Client of the execution of a transaction using bank cards connected to the information system of the Lessor.

Term of Hire – the period of time from the instant of initiating hire (pressing the “Start hire” button in the Mobile Application) until the end of the Term of Hire in accordance with the Contract.

User Account – a separate section at the Website and (or) in the Mobile Application which the Client accesses by entering a Login Name and Generated Password, as known to the Client, in accordance with the terms and conditions of the Website or the Mobile Application. The User Account contains a set of information about the Client, including Personal Data, and is used to administer the services of the Website and (or) Mobile Application of the Client.

Vehicle – a vehicle provided to the Client for temporary possession and use in accordance with the terms and conditions of the Contract.

Generated Password – a unique sequence of characters sent by the Lessor to the Client in the form of an SMS to the Contract Number used to access the User Account of the Client at the Website and (or) in the Mobile Application. A Generated Password has the nature of an access password and in combination with the Login Name is the equivalent of the handwritten signature of the Client, confirming that the Client is the originator of the activities executed using the Login Name and the Generated Password.

Waiting – the regime of using a Vehicle during which the engine of the Vehicle is switched off, trunk closed. This is used in the cases laid down by the Contract for the purpose of leaving the selected Vehicle to the Client during the Term of Hire. Movement of the Vehicle is prohibited in the Waiting regime.

Website – the website of the Lessor, available at www.gekkon.me

1. The Client Declarations

1.1. By beginning to use the “Gekkon” Website or the Mobile Application in any way and to any extent:

- a) The Client confirms that the Client has familiarised yourself in detail with the provisions of these Terms and Conditions;
- b) The Client expresses your unreserved and unconditional agreement with the Terms and Conditions;
- b) The Client undertakes to respect these Terms and Conditions and bear the legal consequences connected with breaching them;
- d) The Client agrees that the Lessor may amend the Terms and Conditions subject to prior notice;

- e) The Client acknowledges as sufficient the form and legal effects of electronic communication delivered via the Website or the Mobile Application, as if a document with a handwritten signature;
- f) The Client acknowledges the legal effects of action carried out via the Contact Number;
- g) The Client recognises that the means of identification laid down in the GCTC are sufficient to identify the person that is the originator and recipient of the corresponding documents and activities;
- h) The Client agrees to receive messages associated with the provision of the services of the Lessor and messages of an advertising nature at the Mobile Application via push-notification;
- i) The Client agrees that Gekkon Software is sufficient to ensure an adequate level of protection when providing, transmitting and processing information, including Personal Data from unauthorised intervention by third parties and you confirm the authenticity and authorship of the electronic documents which are handed over through Gekkon Software;
- j) The Client agrees that Gekkon Software is continually developing and improving, whereby this could be associated with technical difficulties and imperfect operation of Gekkon Software;
- k) The Client acknowledges that Gekkon Software is provided for the operation of the Gekkon Service “as it is” without you making claims in relation to the functioning of the Website or the Mobile Application;
- l) The Client agrees that the Lessor does not provide any warranties, explicit or presumed, that Gekkon Software corresponds to the requirements or expectations of the Client or conforms to the objectives and tasks of the Client. The Client uses Gekkon Software at its own risk. The Lessor does not assume any accountability for the fact that Gekkon Software does not meet any expectation of the Client;
- m) the Lessor is not accountable for the running of the device used by the Client when working with Gekkon Software;
- n) The Client agrees that the data of Gekkon Software, including data from navigation systems, and data which Gekkon Software draws from the content of the User Account of the Client shall suffice for the adequate identification of the activities of the Client as pertaining to the User Account of the Client, including the Term of Hire, the use of tariffs, the route and speed of movement of a Vehicle, etc.;
- o) as the user of Gekkon Software the Client agrees that the Mobile Application must use data about the location of the Client (navigation data) for the purposes of the operation of the Gekkon Service and the safeguarding of the security of the User of Gekkon Software and of hired Vehicles and the Client undertakes to ensure the provision of the corresponding navigation data;

1.2. If the Client disagrees with the foregoing terms and conditions of using Gekkon Software, the use of Gekkon Software must be ended without delay.

2. License

2.1. The Lessor provides the Client a free license for the use of the services of the Website and the Mobile Application to the extent according to the functional possibilities of Gekkon Software and according to the level of access (before and after commencing Registration and ending Registration with the Activation of the Client).

2.2. Registration in the Gekkon Service and the use of Gekkon Software and Gekkon Services is only possible for personal, family, household and similar needs that may not be associated with the business activity of the Client.

2.3. The right to use the services of the Website and the Mobile Application is provided to the Client without charge under the terms and conditions of a simple, non-exclusive license.

2.4. Use of the services of the Website and the Mobile Application is only permitted in ways which are compliant with this Terms and Conditions and the Contract.

2.5. The Client is responsible for refraining to use the services of the Website and the Mobile Application for the purpose of causing loss or damage to the Lessor or to third parties and for not breaching the Legal Order and (or) the Contract.

3. The limitation of liability

3.1. The services of the Website and the Mobile Application are provided “as they are”.

3.2. The Lessor is not accountable for the use of the Mobile Application on the Mobile Device of the Client by third parties in respect of the fact that all activities and instructions sent from the Mobile Device are deemed to be the activities and instructions of the Client.

3.3. The Lessor does not guarantee that the Website and (or) the Mobile Application will be continually fully functional and do not contain errors and (or) computer viruses. The Client agrees and confirms that it uses the Website and (or) the Mobile Application solely at its own responsibility and risk. The Lessor is not liable for any damage or loss, direct or indirect, accidental, or caused by the activity of the Client, immediate or subsequent, incurred in consequence of the use or impossibility of use of Gekkon Software.

3.4 The Client acknowledges that nothing in this Terms and Conditions will:

(a) limit or exclude any liability for fraud or fraudulent misrepresentation;

(b) exclude any liabilities that may not be excluded under applicable law.

3.5 The Lessor shall not be liable to the Client in respect of any special, indirect or consequential loss or damage.

3.6 The Lessor shall not be liable to the Client in respect of any losses arising out of a Act of God or a force majeure event.

3.7. The Client may inform the Client Service of the occurrence of errors or faults during the use of Gekkon Software by calling +66804465190 or by sending an e-mail to info@gekkon.me.

4. The services of the Website and the Mobile Application

4.1. The services of the Website and the Mobile Application are primarily intended for:

- a) obtaining information about the Lessor;
- b) familiarisation with the scope of and for the publicity of the Services of the Lessor;
- c) legal acts for the purpose of entering into, performing, amending and terminating the Contract.

4.2. For the purposes of the Contract, legal acts aimed at the creation, amendment or termination of the Contract are deemed to be the activities involved in Registration and Authorisation at the Website and (or) in the Mobile Application. Legal acts for the purpose of performing the Contract are deemed to be the activities involved in Reservation, submitting an Application to Hire a Vehicle, transfer to the Waiting regime, ending the Term of Hire or other activities which the Website or the Mobile Application make possible following Client Activation.

4.3. Before legal acts aimed at entering into the Contract are executed, the Client undertakes to familiarise in detail with the content of the Contract including the GCTC and annexes thereto as located at the Website and to take the decision to enter into the Contract and execute legal acts associated with the Contract after careful consideration.

5. Client Data

5.1 The Client grants to the Lessor a non-exclusive right to copy, reproduce, store, distribute, publish, export adapt, edit and translate the Client Data to the extent reasonably for the performance of the Contract and the development and improvement of Gekkon Services. The Client also grants the Lessor to sub-licence these right to its hosting.

5.2 The Client warrants the Lessor that the Client Data will not infringe the Intellectual Property Rights or other legal right of any person, and will not breach any provision of any laws, statutes, or regulations.

6. Data Protection

6.1 Each party shall comply with the Personal Data Protection Laws.

6.2 The Client acknowledge that the Lessor may process the Client Personal Data for the following purposes of a performance of Contract, the statutory obligation, Lessor's legitimate interest, marketing and Development and improvement of services and contents.

6.3 The Lessor shall, at the choice of the Client, delete or return all the Client Personal Data to the Client after the provision of Gekkon Service relating to the processing and shall delete the existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

7. Notification

Any information to concern the Contract shall be communicated to the Client in one of the following ways:

- by sending written notification to the e-mail address specified by the Client in the User Account; or
 - by sending an SMS to or calling the Contact Number specified by the Client; or
 - by sending Push-notification in the Mobile Application; or
 - by sending documents to the postal address or addresses of the Client.
- 7.1. The Client is aware that the Lessor has the right to call and send to the Contact Number of the Client, send Push-notification, voice and SMS messages of an informative nature which contain information on the size of claims arising during the performance of the Contract by the Client which are due and which are not yet due, other information to concern the services provided to the Client and information about any amendments to the terms and conditions of the Contract (including the Rates).
- 7.2. If the Client is outside the territory of the Kingdom of Thailand or uses a telephone number of a mobile operator that is not registered in the Kingdom of Thailand as its Contract Number and for the purpose of receiving SMS and (or) Generated Passwords, the particularities of operation of the systems of mobile operators increase the risk of late receiving or not receiving SMS sent by the Lessor to the Client. The Client is informed of this risk, takes full note of it and takes it into account when travelling abroad and when submitting its mobile telephone number to the Lessor as its Contact Number and for the purpose of receiving SMS and (or) Generated Passwords.
- 7.3. The Parties have agreed that the Lessor is authorised to unilaterally amend and/or supplement this Terms and Conditions, the GCTC, Rates and (or) any other parts of the Contract. Amendments to these Terms and Conditions made by the Lessor, or any new wording of the Contract enter(s) into force and become binding on the Parties after the passing of 15 calendar days following the date on which the Lessor informs the Client of the amendments and places the new wording of the Terms and Conditions in the Mobile Application, unless the Lessor does not specify a different effective date in a decision published together with such amendments and (or) supplementation. The Lessor reserves the right to inform Clients of amendments of and (or) additions to the Terms and Conditions in the ways specified in Article V of the GCTC (Notifications).