



Renter Terms of Service

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Welcome to Byklo! These Renter Terms of Service and our Privacy Policy (collectively the “App Agreement”) govern the access and use of the Byklo application available at www.byklo.rent (the “Website”) by Renters (defined in Section 1 below). The Website and all resources, materials, and services provided by the Company are collectively referred to as the “App”.

The App is owned and operated by Byklo Co., Ltd., a company incorporated in accordance with the laws of the Kingdom of Thailand (Company Registration Number 0105567167244). Any reference in this App Agreement to “the Company,” “we,” “us,” or “our” refers to Byklo Co., Ltd.

PLEASE CAREFULLY READ THIS APP AGREEMENT BEFORE SIGNING UP FOR AN APP ACCOUNT. YOUR ACCESS/USE OF THE APP IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS APP AGREEMENT. BY CONTINUING TO USE THE APP, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS APP AGREEMENT.

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1. Definitions and Interpretations

1.1. The following words shall have the meaning given hereunder whenever they appear in these Renter Terms of Service:

Bike Provider refers to a bike rental business that makes its bikes available for Provisional Reservation through the App.

Booking Request refers to a request submitted by a Renter to provisionally reserve a bike listed on the App by the Bike Provider.

Listing refers to a bike that is available for Provisional Reservation through the App. A Listing includes all relevant information related to the bike, such as its make, model, daily rental amount, and any other details provided by the Bike Provider.

Parties refer to Renters and Bike Providers collectively.

Provisional Reservation means a tentative reservation wherein the Bike Provider agrees to hold the bike for the Renter, pending the Parties' entering into a final bike rental contract with each other in person.

"Renter," "you," or "your" refers to an individual who registers an App account to find and provisionally reserve bikes through the App.

Rental Amount refers to the total amount payable by the Renter directly to the Bike Provider for renting the bike, excluding the Service Fee and any other add-ons specified in the bike rental contract between the Parties, such as insurance fees.

Service Fee means the fee the Company charges the Renter for a Provisional Reservation made through the App.

1.2. The use of the masculine, feminine, neuter gender, and the singular or plural number shall not be given the effect of any exclusions or limitations herein. All pronouns shall be deemed masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require; and

- 1.3. Any words or expressions used in this App Agreement not defined above shall have the respective meanings given to them in these Renter Terms of Service.
- 1.4. If this Agreement has been translated into other languages, the English version shall prevail.

2. Eligibility

To be eligible to access/use the App, you must meet the following eligibility criteria:

- 2.1. You must be of legal age to enter into a binding contract with the Company. Please note that you are of legal age if you are legally emancipated or of the age of majority in the jurisdiction where you are resident.
- 2.2. You must not be barred from entering into such an agreement under any applicable laws, regulations, or guidelines.

If you do not meet the above requirements, you are expressly prohibited from using the App. Any violation of this clause may result in immediate termination of your App account. The Company reserves the right to verify the accuracy of the information you provide and to deny anyone access to the App at its sole discretion for any or no reason.

3. The App

- 3.1. The App offers an online marketplace where Bike Providers can list bikes available for rent, and Renters can search for and provisionally reserve bikes in accordance with the provisions of this App Agreement. Renters may browse the App without creating an account; however, to submit a Booking Request, Renters must first create an account as outlined in Section 4 of this App Agreement.
- 3.2. The publication of any Listing on the App does not constitute an endorsement of the Bike Provider or the bike listed on the App. The Company will not be responsible for any misrepresentation by any Bike Provider or for any actions or omissions whatsoever of any Renter or Bike Provider.
- 3.3. The Company does not employ, supervise, direct, or control any Bike Providers and is not liable for their actions or omissions. The Company makes no representations or warranties regarding the existence, accuracy, quality, reliability, safety, or suitability of any bikes listed on the App, nor regarding the conduct of any Bike Provider or their employees.
- 3.4. **THE COMPANY IS NOT A BIKE RENTAL COMPANY, TRANSPORTATION PROVIDER OR INSURER. THE COMPANY DOES NOT OWN THE BIKES**

LISTED ON THE APP. THE COMPANY ONLY PROVIDE AN ONLINE PLATFORM WHERE BIKE PROVIDERS AND RENTERS CAN EASILY FIND EACH OTHER AND PROVISIONALLY RESERVE BIKES IN ACCORDANCE WITH THE TERMS OF THIS APP AGREEMENT. ALL BIKES LISTED ON THE APP ARE OFFERED BY THE BIKE PROVIDERS WHO LISTED THEM, AND THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY BIKE PROVIDER'S OR OTHER PARTY'S ACTIONS/OMISSIONS, EITHER ONLINE OR OFFLINE.

- 3.5. UNLESS EXPRESSLY SPECIFIED OTHERWISE, THE COMPANY'S RESPONSIBILITY IS LIMITED TO PROVIDING THE APP IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THIS APP AGREEMENT.

4. Account Registration and Security

- 4.1. As a Renter, you must sign up for an account to make use of all the App features. You can sign up for an App account by providing your full name, email address, and any other mandatory information requested by the Company at the time of account registration.

- 4.2. **Account Approval**

The issuance of App accounts is entirely at our discretion. We are under no legal obligation to provide an App account to any user and reserve the right to decline any account request at our sole discretion without the need to provide reasons for such a decision.

- 4.3. **Your Privacy**

We only collect personal data necessary to provide our Services to you and to facilitate the Provisional Reservation you make through the App. We process all personal data we collect in accordance with our Privacy Policy. By providing your personal data through the App, you represent and warrant that all such information is accurate, complete, and current. In the event of any change in your personal data, you accept full responsibility for updating your personal data by accessing your App account. We reserve the right to terminate your account or restrict your access to our Service if we suspect that you have provided us with false information or violated any provision of this App Agreement. Please carefully review our Privacy Policy before creating your App account, and do not submit any personal data if you do not agree with our practices.

- 4.4. **Security**

You are solely responsible for maintaining the confidentiality of your App account login credentials to prevent any unauthorised access to your account. Unless expressly authorised by us in writing, you are strictly prohibited from sharing your account with any person. You assume full responsibility for all usage and activities that occur under your account regardless of whether you

authorised such use or not. You agree to immediately report any unauthorised access to your account or other suspicious activity to hello@byklo.rent.

We reserve the right to suspend or terminate your account at any time in accordance with the provisions of this App Agreement.

4.5. Data Charges

Please note that the use of the App requires access to the Internet, and we will not be responsible for any data connectivity charges you incur. All such charges are solely your responsibility.

5. Provisional Reservation Process

5.1. Bike Search

Renters may use the App to search for available bikes based on specific criteria, including pick-up location and rental dates. The App will display bikes listed by Bike Providers, along with relevant details such as the make and model of the bike, the Rental Amount and Byklo's Service Fee. Please note that all bike reservations made through the App are provisional until finalised, as outlined below.

5.2. Booking Request

You understand and agree that by selecting a bike and submitting a Booking Request through the App, you are requesting the Bike Provider to provisionally reserve the selected bike for you. To submit your Booking Request, you are required to pay Byklo's Service Fee. You acknowledge and agree that the payment of the Service Fee does not guarantee acceptance of your Booking Request by the Bike Provider.

5.3. Provisional Reservation

Upon successful payment of the Service Fee, your Booking Request will be forwarded to the respective Bike Provider for consideration. The Bike Provider retains the right to either accept or reject your Booking Request at their discretion.

5.3.1. Acceptance of Booking Request

If the Bike Provider accepts your Booking Request, Byklo will notify you, and your Provisional Reservation will be accessible in your App account. A Provisional Reservation means that the Bike Provider agrees to hold the bike for you, pending the execution of a final bike rental contract ("Rental Contract") between you and the Bike Provider in person. You acknowledge that the Rental Contract is a separate legal agreement entered into directly between you and the Bike Provider. The total Rental Amount will be payable by you directly to the Bike Provider in accordance with the terms of the Rental Contract, which may include additional conditions, policies, and fees set by the

Bike Provider, such as insurance fees, early or late returns or damage policies.

5.3.2. Rejection of Booking Request

If the Bike Provider rejects your Booking Request, Byklo will notify you of the rejection, and the Service Fee you paid for submitting your Booking Request will be refunded to you in full. Byklo is not liable for any delays, inconveniences, or losses you may incur as a result of the Bike Provider's decision to reject your Booking Request.

5.4. Service Fee

5.4.1. For the avoidance of any doubt, you acknowledge and agree that the Service Fee is payable in addition to the Rental Amount and is not deductible from the Rental Amount. The Rental Amount is payable by you directly to the Bike Provider in accordance with your Rental Contract.

6. Provisional Reservation Cancellations and Refunds

6.1. Cancellations by Renter

6.1.1. You may cancel your Provisional Reservation without incurring any liability provided such cancellation is made more than the number of days before the rental start date set by the relevant Bike Provider for their shop (between one (1) and seven (7) days), as specified and made visible on the relevant bike listing at the time of booking.

If your Provisional Reservation is cancelled through the App more than the number of days before the rental start date set by the relevant Bike Provider for their shop (between one (1) and seven (7) days), you will be eligible for a full refund of the Service Fee you paid the Company for that Provisional Reservation.

You cannot cancel a Provisional Reservation within the number of days before the rental start date set by the relevant Bike Provider for their shop (between one (1) and seven (7) days), and you will not be eligible to request a refund of the Service Fees.

6.2. Cancellations by Bike Provider

6.2.1. The Bike Provider reserves the right to cancel your Provisional Reservation without providing any reasons, provided such cancellation is made more than the number of days before the rental start date set by the relevant Bike Provider for their shop (between one (1) and seven (7) days), as specified and made visible on the relevant bike listing at the time of booking. In case of such cancellation, you will receive a full refund of the Service Fee you paid to the Company.

- 6.2.2. The Bike Provider may only cancel your Provisional Reservation within the number of days before the rental start date set by the relevant Bike Provider for their shop (between one (1) and seven (7) days) with a valid reason. The refund of your Service Fee will depend on the reason for Bike Provider's cancellation:
 - 6.2.2.1. If the cancellation is due to reasons attributable to the Bike Provider, you will be eligible for a full refund of the Service Fee.
 - 6.2.2.2. If the cancellation is due to reasons attributable to you, including, but not limited to, your failure to provide the required information or fulfil any obligations outlined in the Rental Contract, you will not be eligible for any refund of the Service Fee.

7. Rental Contract between the Parties

The Company only provides a neutral venue for Renters to submit Booking Requests to Bike Providers. When a Bike Provider accepts your Booking Request, a Provisional Reservation is created. A Provisional Reservation is not a binding rental contract between the Parties. Renters and the Bike Provider are solely responsible for executing the bike rental contract directly with each other in person. The Company does not collect or process any personal identification data, deposits, or rental payments on behalf of the Bike Provider. All financial matters, documentation, and contractual agreements related to the bike rental must be settled directly between you and the Bike Provider at the time of entering into the final rental contract.

The Company is not responsible for any financial aspects of the transaction or the execution of the rental agreement between you and the Bike Provider.

The Company disclaims any liability for disputes, damages, or losses arising from the failure of either party to fulfil their obligations under the rental contract, including but not limited to issues relating to payment, cancellations, or misrepresentations.

8. Intellectual Property

- 8.1. All content, resources, and materials provided by the Company through the App, including but not limited to any text, graphics, logos, trademarks, audio, video, interactive features, software, and the like (hereinafter "Company Content"), are either owned by or licensed to the Company. All Company Content is subject to trademark, copyright, and other applicable intellectual property laws and international conventions.
- 8.2. The Company grants you a revocable, non-exclusive, non-sublicensable, limited license to access and use the App for your personal use subject to the provisions of this App Agreement. The Company reserves all rights that are not expressly granted herein. Nothing in this App Agreement shall be

construed as a sale of any Company Content to you. You acknowledge and agree that any use or exploitation of the Company Content in violation of this provision may cause us or our licensors irreparable injury. The Company and its licensors may seek remedy for breach of this provision either in equity or through injunctive or other equitable relief.

8.3. **Trademarks**

The Byklo logo and its marks are the Company's trademarks, whether registered or unregistered. Any use of the Company's trademarks for products or services that are not owned or operated by the Company is expressly prohibited. Any other trademarks or service marks on the App are the property of their respective owners, and you may not use such proprietary marks without the owner's express authorisation.

9. Prohibited Activities

You shall not engage in any of the prohibited activities outlined below. You specifically agree not to:

- 9.1. Sell, rent, or otherwise transfer your account to another person or authorise any other person to use your account.
- 9.2. Use the App for any unlawful or unauthorised purposes.
- 9.3. Make any disparaging comments about the Company.
- 9.4. Make use of the App to create a competitive product/service.
- 9.5. Access the App through means other than the interface provided by the Company.
- 9.6. Post any content on a third-party website that misrepresents such content as endorsed or sponsored by the Company.
- 9.7. Post, upload, share, or distribute any content that may be deemed defamatory, libellous, threatening, or harassing.
- 9.8. Post, upload or share any content that may be deemed obscene, pornographic, sexually explicit, or otherwise inappropriate for the App.
- 9.9. Post or share any content that is demeaning to any group based on race, disability, age, sexual orientation, or gender identity.
- 9.10. Post or share any content that may be deemed violent or illegal.
- 9.11. Take any action that interferes with or disrupts the operation of the App.
- 9.12. Assess the vulnerability of the App by scanning, probing, or testing through any other means.
- 9.13. Breach or circumvent any security measures used by the Company to protect the App.
- 9.14. Harass or threaten any Company employees, agents, affiliates, or any Bike Provider.
- 9.15. Cause harm to or subvert the App's function by introducing any harmful computer programming routines, viruses, trojan horses, time bombs, or cancelbots that may damage, modify, delete, or interfere with any system, data, or information stored on our servers.

If we discover that you have violated any of the aforementioned terms, we reserve the right to block your account and take any appropriate legal action to ensure the safety of the App and our users.

10. Account Termination

10.1. Termination by Renter

10.1.1. You may terminate your account at any time by accessing your account settings. If you currently have Provisional Reservations under your account, you will not be able to terminate your account until the Provisional Reservation has elapsed or been cancelled by either you or the Bike Provider in accordance with the cancellations policy outlined in this App Agreement. If you are eligible for a refund, we will process your refund in accordance with this App Agreement.

10.2. Termination by the Company

10.2.1. Termination without Cause:

The Company reserves the right to terminate your account without cause by providing you with a 30-calendar days' notice. This notice will be sent to the email address associated with your account. Please note that you will not be able to submit any more Booking Requests for check-out dates after the end of the notice period.

10.2.2. Termination with Cause:

The Company may terminate your account immediately and without prior notice if:

- 10.2.2.1. You are found to be in breach of this App Agreement;
- 10.2.2.2. You violate any applicable laws or regulations;
- 10.2.2.3. Such action is necessary to protect the Company or its users.

10.3. Consequences of Account Termination

Once your account has been terminated, you will not be able to reactivate or restore it. If you had any Provisional Reservations at the time of your account termination, all such Provisional Reservations would be cancelled, and such cancellation will be governed by the cancellation and refunds policy applicable to the Provisional Reservation.

If your account is terminated by the Company, you are strictly prohibited from:

- Creating a new account;
- Accessing the App through another user's account;
- Accessing the App through any unauthorised interface.

10.4. Survival

All provisions of this App Agreement that, by their nature, are intended to survive termination shall remain in effect.

11. Disputes

11.1. Disputes between Renters and Bike Providers

All disputes arising out of or relating to the Rental Contract, including but not limited to issues regarding the quality/condition of the bike, rental fees, performance, cancellations, damages, or the return of the bike, are strictly between the Renter and the Bike Provider. Byklo is not a party to the Rental Contract and will not mediate, arbitrate, or otherwise involve itself in any such disputes between the Parties. The Parties are responsible for resolving any such disputes independently of the Company using the dispute resolution mechanism agreed upon in the Rental Contract.

11.2. Disputes Involving Byklo

If you have a dispute with the Company arising out of or relating to these Renter Terms of Service, including but not limited to disputes regarding Service Fees, account suspension or termination, or other matters directly relating to the Service provided by Byklo, such disputes shall be handled as follows:

11.2.1. Informal Resolution

Before initiating any formal legal action, you agree to first contact Byklo at hello@byklo.rent with a written description of your dispute. You agree to attempt good faith negotiations with the Company to resolve the dispute informally. If the dispute is not resolved within thirty (30) calendar days of receiving the written description, either you or the Company may pursue formal dispute resolution as outlined below.

11.2.2. Arbitration

If the dispute cannot be resolved informally, it shall be submitted to binding arbitration under the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary, applicable at the time of submission of the dispute to arbitration. The arbitration shall take place in Bangkok, Thailand, and the proceedings shall be conducted in English. The arbitrator's decision shall be final and binding on both you and the Company and may be enforced in any court of competent jurisdiction.

11.2.3. Costs of Arbitration

Both you and the Company will be responsible for covering your own arbitration costs, including legal fees, unless otherwise specified by the applicable arbitration rules or if the arbitrator determines that a different allocation of costs is warranted based on the circumstances.

11.2.4. Governing Law and Jurisdiction

These Renter Terms of Service and any disputes arising out of or relating to them, including disputes involving Byklo, shall be governed by and construed in accordance with the laws of the Kingdom of Thailand without regard to its conflict of laws principles. In the event a dispute involving you and the Company is not subject to arbitration as

outlined above, you and the Company hereby agree to submit to the exclusive jurisdiction of the courts of Bangkok, Thailand, for any legal proceedings.

12. Disclaimer of Warranties

- 12.1. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APP IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 12.2. THE COMPANY DOES NOT WARRANT THAT:
 - 12.2.1. THE APP WILL MEET YOUR EXPECTATIONS,
 - 12.2.2. THE APP WILL BE UNINTERRUPTED OR ERROR-FREE,
 - 12.2.3. ANY DEFECTS WILL BE CORRECTED,
 - 12.2.4. THE APP WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.
- 12.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM:
 - 12.3.1. YOUR USE OF OR INABILITY TO USE THE APP,
 - 12.3.2. ANY USER CONTENT OR CONDUCT,
 - 12.3.3. UNAUTHORISED ACCESS TO YOUR DATA.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR ANY LOSS OF PROFITS, REVENUES, DATA, OR USE ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE APP;
- ANY CONDUCT OR CONTENT OF OTHER USERS (INCLUDING BIKE PROVIDERS) OR THIRD PARTIES THROUGH THE APP;
- ANY UNAUTHORISED ACCESS TO OR USE OF YOUR ACCOUNT OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY FOR ALL CLAIMS RELATING TO THIS APP AGREEMENT OR THE USE OF THE APP EXCEED THE SERVICE FEE YOU PAID TO THE COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Class Action Waiver

You agree that any disputes arising out of or relating to these Renter Terms of Service or your use of the App must be brought on an individual basis, and you waive any right to participate in a class, collective, or other representative action against the Company.

15. Severability

If any provisions in this App Agreement or part of a provision is found to be unlawful, void, or for any reason deemed to be unenforceable, then that provision or part of the provision will be deemed not to be part of this App Agreement to the minimum extent necessary and such severance shall not affect the validity and enforceability of the remaining App Agreement.

16. Amendments

We reserve the right to amend this App Agreement to comply with any applicable laws, to reflect any changes in our business practices, or for any other reasons at our sole discretion. If we make any amendments to these Renter Terms of Service, we will notify you by updating the last modified date on the top of the page. Unless expressly specified otherwise, any amendments shall be effective from the date such amended version is published on the App. The latest version of the App Agreement shall supersede all previous versions.

The Company also reserves the right to introduce new App features and functionality, remove or modify any existing features, and discontinue the App without incurring any liability.

17. Force Majeure

The Company shall not be liable for the failure to perform any of its obligations in this App Agreement if such failure is caused by any force majeure event such as war, epidemic, insurrection, terrorist activities, government sanction, embargo, labour dispute, strike, or any interruption or any failure of electricity or server, system, computer, Internet or telephone service.

Contact us

For any queries relating to this App Agreement, you can write to us at:

Email: hello@byklo.rent

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