



TERMS AND CONDITIONS

Please read carefully before using this service.

Welcome to Mombasa Car Market

By registering with Mombasa Car Market (hereinafter referred to as “the Site”), you are confirming that you have read these terms and conditions of your use of the Site and agree to abide by the same. These terms and conditions (hereinafter referred to as “User Agreement”) constitute your binding obligations towards Mombasa Car Market. (hereinafter referred to as “Mombasa Car Market” or “we” or “us”). This User Agreement is effective upon acceptance in registration for new registering users. Mombasa Car Market may amend the User Agreement at any time by posting the amended terms on the Site. All amended terms shall automatically become effective thirty (30) is this mandatory days after they are posted on the Site and any subsequent use of the Site shall be governed by such amended terms. In addition, we will notify you in accordance with your notification preferences.

This User Agreement may not be otherwise amended except in writing and signed by you and Mombasa Car Market. What’s the implication? You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement. If any clause of the User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the User Agreement.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and Mombasa Car Market’s Privacy Policy, which include terms and conditions expressly set out below and those incorporated by reference, before you may become a member of Mombasa Car Market.

TERMS OF SERVICE

1. MEMBERSHIP ELIGIBILITY

Full use of the Site is available only to persons who can form legally binding contracts with Mombasa Car Market under an applicable law. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Site. The Site is not available to persons whose membership has been suspended or terminated by Mombasa Car Market. If you are registering as a business entity, you represent that you have the authority to bind the entity to this User Agreement.

2. YOUR ACCOUNT AND REGISTRATION OBLIGATIONS

If you use the Site, you are responsible for maintaining the confidentiality of your account like email ID , Password, etc. and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or Password. You agree to:

(a) Provide true, accurate, current and complete information about yourself as prompted by registration form available on the Site (such information being the “Registration Data”); and

(b) Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or Mombasa Car Market has a reasonable ground to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement, Mombasa Car Market has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.



3. ELECTRONIC COMMUNICATIONS

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. FEES AND SERVICES

Membership on the Site is free. Mombasa Car Market does not charge any fee for browsing on the Site. Mombasa Car Market charges listing fee to all sellers and special listing fees are charged to sellers who use the special listing feature(s) for listing their cars. Before you list a car for sale through the Site, we request you to review our fee, posted on Site, which is hereby incorporated by reference into this User Agreement. However, Mombasa Car Market reserves the right to change its fee charging and credit policies from time to time. In particular, Mombasa Car Market may at its sole discretion introduce new services and modify some or all of the existing services offered on the Site. In such an event Mombasa Car Market reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the fee charging and credit policies shall be posted on the Site and such changes shall automatically become effective immediately after they are posted on the Site. Unless otherwise stated, all fees shall be quoted in Kenya Shillings. You are responsible for paying all fees associated with the use of the Site and you agree to bear any and all applicable taxes, charges etc. levied thereon. Mombasa Car Market reserves the right to issue a warning, temporarily /indefinitely suspend or terminate your membership and refuse to provide you with access to the Site in case of non-payment of fees by you to Mombasa Car Market. Mombasa Car Market also reserves the right to take legal action in case of non-payment of fees by you to Mombasa Car Market.

5. USE OF THE SITE

You agree, undertake and confirm that your use of the Site shall be strictly governed by the following binding principles:

(a) *“Your Information” is defined as any information you provide to us or to the other users of the Site (those users “Users”) in the registration, buying or listing process, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.*

(b) *Your Information (or details of any cars you list on the Site):*

(i) shall not be false, inaccurate or misleading;

(ii) shall not be fraudulent or involve the sale of counterfeit or stolen cars;

(iii) shall not infringe any third party’s intellectual property, trade secret or other proprietary rights or rights of publicity or privacy; and

(iv) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any car, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(c) *You agree to supply us with Your Information so we can use it for the purpose of the Site and agree that we are not violating any rights you might have in Your Information. Hence you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights)*



Information. Mombasa Car Market will only use Your Information in accordance with the User Agreement and Mombasa Car Market's Privacy Policy. You hereby understand and agree that the Site may use your information to identify potential members of the site with whom you may have a beneficial relationship (including car dealers or potential buyers). Further, you acknowledge, authorize and consent to Mombasa Car Market sharing your information with car dealers or potential buyers, as the case may be in the course of its business. You further acknowledge and agree that you will not share any sensitive personal data or information as defined in Rule 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, on the Site with any participant in the Site (including Mombasa Car Market) and that you will always be compliant with the Mombasa Car Market's Privacy Policy.

(d) You represent and confirm that you shall be the sole and exclusive legal owner of all cars, goods or products of any description that you wish to offer for sale on the Site or shall have complete rights with respect to such cars, goods or products bestowed on you by the legal owner of such cars, goods or products in writing and you will have the full authority in law to dealing and offer for sale such cars, goods or products.

(e) In the event that any transaction or attempted transaction relating to any car, good or service which is violative of this User Agreement or applicable law comes to your knowledge, you shall take all steps to inform Mombasa Car Market of the same.

(f) You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of any car or services being sold or purchased on the Site.

(g) From time to time, you shall be responsible for providing information relating to the cars or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such cars or services so as to mislead other Users in any manner.

(h) You will not disclose your contact details like phone number, address, email address in the buying or listing process, other than the specified place in the form, or anywhere on the Site including the feedback area, discussion forum or through any e-mail feature to bypass Mombasa Car Market.

5A. You further agree, undertake and confirm that while providing Your Information on the Site you shall not host, display, upload, modify, publish, transmit, update or share any information that –

(a) belongs to another person and to which you do not have any right to;

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another privacy hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

(c) may harm minors in any way;

(d) infringes any patent, trademark, copyright or other third party proprietary rights;

(e) violates any law for the time being in force;

(f) deceives or misleads Mombasa Car Market, Site and/or Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(g) impersonate any other person;



(h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and

(i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

6. PLATFORM FOR COMMUNICATION

The Site is only a venue where Users may meet and interact with one another for their transactions. Mombasa Car Market is not and cannot be a party to or control in any manner any transaction between two Users of the Site. Consequently:

(a) Mombasa Car Market is not responsible for any non-performance or breach of any contract entered into between Users. Mombasa Car Market cannot and does not guarantee that the concerned Users will perform any transaction concluded on the Site. Mombasa Car Market shall not and is not required to mediate or resolve any dispute or disagreement between Users.

(b) Mombasa Car Market does not make any representation or warranty as to the attributes (such as quality, worth, condition, etc.) of the cars or services proposed to be sold or purchased on the Site. In particular, Mombasa Car Market does not implicitly or explicitly support or endorse the sale or purchase of any cars or services on the Site. Mombasa Car Market accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

(c) Mombasa Car Market does not make any representation or warranty as to the attributes (such as legal title, creditworthiness, identity, etc.) of any of its Users. You are advised to independently verify the bona fides of any particular User that you choose to deal with on the Site and use your best judgment in that behalf.

(d) The Site is a channel of communication whereby the Users can reach a larger base to buy and sell cars or associated services. Mombasa Car Market is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the seller and the winning buyer. At no time shall any right, title or interest over the cars vest with Mombasa Car Market nor shall Mombasa Car Market have any obligations or liabilities in respect of such contract. Mombasa Car Market is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of cars which are out of stock or otherwise unavailable. All cars are offered only for a restricted time and only for the available supply.

(e) You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the other Users that you transact with.

(f) You release and indemnify Mombasa Car Market and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Site and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Mombasa Car Market cannot control the information provided by other Users which is made available on the Site. You may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

(g) By using Mombasa Car Market and filling any form on our site, you authorize us & both our current and future associate partners (including but not limited to financial partners and several automotive partners) to communicate with you via SMS, Email, Phone or any other means to offer you their and our services, imparting product knowledge, offering promotional offers listed on the website & offers offered by the associated third parties, regardless of your DNC or DND status.



7. PRIVACY

We do not disclose your personal information to third parties for their marketing purposes without your explicit consent and we only use and disclose Your Information as described in the Privacy Policy. We view protection of Users' privacy as a very important community principle. We understand clearly that you and Your Information is one of our most important assets. You acknowledge and agree that Your Information and including any personal information would need to be provided by you to other Users through the Site when you seek to transact with such Users on the Site. You further agree that we have no control over the recipient Users of Your Information since such Users are selected by you when you choose to interact or transact with them.

8. BREACH

Without limiting other remedies, Mombasa Car Market may limit your activity, immediately end your listing, warn other Users of your actions, immediately temporarily/indefinitely suspend or terminate your membership, and/or refuse to provide you with access to the Site:

- (a) If you breach the User Agreement or the documents it incorporates by reference;*
 - (b) If Mombasa Car Market is unable to verify or authenticate any information you provide; or*
 - (c) If it is believed that your actions may cause legal liability for you, other Users or Mombasa Car Market; or*
 - (d) If you breach any term on the Carewale .com's website or Privacy policy or any applicable law/notification.*
- *Mombasa Car Market may at any time at its sole discretion reinstate suspended Users. A User that has been indefinitely suspended may not register or attempt to register with Mombasa Car Market or use the Site in any manner whatsoever until such time that such User is reinstated by Mombasa Car Market. Notwithstanding the foregoing, if you breach the User Agreement or the documents it incorporates by reference, Mombasa Car Market reserves the right to recover any damages and amounts due and owing by you to Mombasa Car Market and to take strict legal action including but not limited to a referral to the Cyber Crime Division / initiating criminal proceedings against you.*

9. BUYING

(a) Mombasa Car Market strongly advises you not to test the Site with false purchases request, as it will put you at substantial personal legal risk. It is a crime to use a false name, other false personal information to buy. Willfully entering erroneous or fictitious purchase request may result in prosecution by Mombasa Car Market. Please be aware that even if you do not give Mombasa Car Market your real name, your web browser transmits a unique address to us, which can be used by law enforcement officials to identify you.

(b) Used cars listed on Mombasa Car Market for sale may be purchased by individuals for own use only. These cars may not be purchased by dealers, brokers, or any other business entity and such a purchase would constitute a violation of the terms and conditions of Mombasa Car Market. Dealers and brokers may email support@Mombasa Car Market for paid packages for purchasing vehicles.

(c) It is not permitted to submit a lead or to enquire against a used car listing on Mombasa Car Market for any other purpose than contacting the seller with the intent of purchasing the vehicle for own use by individuals. Amongst others, it is not permitted to submit a lead or to enquire against a used car listing on Mombasa Car Market by any type of user, including but not limited to



10. SELLING

As a registered member, you may list car for sale on the Site. You must be legally able to sell the car(s) you list for sale on our Site. Listings may only include text descriptions, graphics and pictures that describe your car for sale. All listed cars must be listed in an appropriate category on the Site. Soliciting business offline or outside of the Site, by indicating your contact details (e.g. contact phone number, address or e-mail ID) in the car listing or elsewhere on the Site other than in the Sell Car Form is expressly prohibited and would be considered as a breach of the User Agreement. All listed cars must be kept in stock for successful fulfillment of sales.

The listing description of the car must not be misleading and must describe actual condition of the product. If the car description does not match the actual condition of the car, you agree to refund any amounts that you may have received from the buyer. As a seller you certify that all information provided by you against your listed car is true. Individual seller can list one car at a time and needs to make Mombasa Car Market aware of its timely status.

11. NO WARRANTY

Mombasa Car Market and its suppliers provide the Site and services “as is” and without any warranty or condition, express, implied or statutory and specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. You expressly agree that your use of the Site is at your own sole risk.

12. LIMITATION OF LIABILITY

In no event shall Mombasa Car Market or its suppliers be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement (however arising, including negligence).

Mombasa Car Market’s liability in any circumstance is limited to the amount of fees, if any, paid by you to Mombasa Car Market. Mombasa Car Market, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, currentness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. Consequently, Mombasa Car Market assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

(i) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or

(ii) Any interruption or errors in the operation of the Site. You expressly understand and agree that Mombasa Car Market shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Mombasa Car Market has been advised of the possibility of such damages).

13. INDEMNITY

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of or in connection with your breach of the User Agreement or the documents it incorporates by reference, or your use of the Site or your violation of any law or the rights of a third party.



14 . RELATIONSHIP AND NOTICE

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and Mombasa Car Market and you shall have no authority to bind Mombasa Car Market in any manner whatsoever.

15 . ARBITRATION

If any dispute arises between you and Mombasa Car Market during your use of the Site or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by Mombasa Car Market. The place of arbitration shall be Nairobi. The arbitration proceedings shall be in the English language.

16 . GOVERNING LAW

The User Agreement shall be governed and construed in accordance with the laws of Kenya.

Mombasa Car Market

Feel free to check our inventory online. If you see a vehicle you like, submit an online quote request, or contact us to schedule a meeting with us.

 0757 360543     @msacarmarket  www.msacarmarket.co.ke



Driving uprightness in every interaction by promoting transparency and honesty.

