

## TERMS OF SERVICE

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### **YOUR ATTENTION IS HEREBY DRAWN TO SECTION 10 AND 11(L).**

#### **1. OVERVIEW AND INTRODUCTION**

- a.** We are Morage Limited (Hereinafter referred to as “Morage” “we” “our Platform” and “us”), a company registered in the United Kingdom but operating services globally. We are a digital marketplace for vehicle owners and vehicle experts. We aim to allow Vehicle Experts and Vehicle Users to locate one another quickly and efficiently.
- b.** We are based in London, United Kingdom. Regarding any issue related and connected to these Terms of Service, we can be contacted at [info@morage.com](mailto:info@morage.com), We have a dedicated team who would endeavour to respond to your email timeously. Please be informed that we can only give clarifications and explanations when contacted. We are not able to provide legal or technical advice. **Morage** is not a car servicing or technical company, neither are we a car garage. We do not provide vehicle services, we are only a Platform bringing Vehicle Experts and Vehicle Users together so please do not rely on any information on the Platform to determine your choice of Vehicle Expert or Vehicle User.
- c.** By using our Platform, Services and Platform, Users agree to be bound by these Terms of Service, our Privacy and Cookies Policy. In addition to these, Users agree to be bound to additional policies applicable to any of our Services, its functionality and contents. These terms are incorporated by reference.
- d.** These Terms of Service govern and regulate your use of our Platform, Application and Services, by using our Platform, you consent to these terms and are bound by it. Please kindly read these terms carefully. These Terms override any previous

communication or agreement with Mobrage in relation to any of our Services and Platform.

## 2. DEFINITIONS.

As used in this Terms of Service, the following shall have the meanings ascribed to them below with words in the singular deemed to include those in the plural and vice versa:

- a. **Application** - means Mobrage mobile applications that can be downloaded and used to access our Platform.
- b. **Account or Dashboard** - A page where registered Users can view their activities, manage their membership and edit their settings on our Platform.
- c. **Forum** - A page on our Platform where Users can converse and communicate on matters related to Vehicle Services.
- d. **Free Trial** - A usage plan which allows Users to use our Services with certain limitations and within a limited period of time.
- e. **Mobrage** - means Mobrage Limited, a company registered and located in the United Kingdom which can be contacted at [info@mobrage.com](mailto:info@mobrage.com)
- f. **Our Content** - includes those contents provided to Users by Us, which is related or connected to our Services or activities on our Platform.
- g. **Party** - means either User as defined in 2(n) or Mobrage as defined in 2(e).
- h. **Parties** - means both Users as defined in 2(n) and Mobrage as defined in 2(e)
- i. **Platform** - Includes all avenues in which our Services can be accessed and used. This includes but is not limited to [www.mobrage.com](http://www.mobrage.com), mobile applications, any of our Services, etc.
- j. **Private Messaging** - A feature of our Platform where Users can communicate with each other.

- k. Subscription** - means a subscription (including Free Trial attached to a subscription plan, if any) for access to our Services which has been fully paid for.
- l. Subscription Fees** - means such amount described in Clause 6.1 payable by Vehicle Experts for the use of our Services.
- m. Terms of Service** - means this “Terms of Service” together with the terms incorporated by reference, all as may be amended, varied or supplemented from time to time by Mobraage in accordance with clause 11(g).
- n. User** - any User of our service including but not limited to Vehicle Experts, Vehicle Users, or any person using our Services or Platform.
- o. User Content** - means any content provided by the persons who fall under the category in 2(n) above.
- p. Vehicle Expert** - means a provider of vehicle related Services independent of Mobraage Limited that has registered on our Platform and is promoting its Services on our Platform.
- q. Vehicle Expert Service Page** - means a page on our Platform setting out the description of the Vehicle Expert and reviews provided in respect of the Vehicle Experts by other Users of our Platform,
- r. Vehicle Expert Services or Vehicle Services** - means any vehicle related service rendered by a Vehicle Expert which has been promoted on our Platform.
- s. Vehicle User(s)** - means any person or organization registering or seeking to use, view or register on our Platform with the sole aim of finding Vehicle Experts and other vehicle-related matters.
- t. Website** - [www.mobrage.com](http://www.mobrage.com) and all of our Services.
- u. You** - means the same thing as “User” as described in 2(n)

**v. Our Services** - means our introductory service and all part of services rendered on our Platform

## **2.1 REFERENCES.**

Any reference to a statutory provision shall be construed as a reference to:

- a. Any statutory modification or re-enactment thereof (whether before or after the date hereof) for the time being in force;
- b. All statutory instruments or orders made pursuant thereto; and
- c. Any statutory provisions of which that statutory provision is a re-enactment or modification.
- d. Any reference to a document or this Terms of Service shall include a reference to any amendment, replacement, notation or supplement to that document or this Terms of Service but excluding any amendment replacement, notation or supplement made in breach of this Terms of Service.
- e. Any reference to a party, (who can either be Users or Mobrage collectively and individually) to this Terms of Service includes a reference to that party's successors and permitted assigns.
- f. Paragraph headings are inserted for ease of reference and convenience and shall not be construed as forming part of this Terms of Service or used in the interpretation of any Article hereof.
- g. Words denoting the singular shall include the plural and vice versa.
- h. Words denoting persons shall include corporations, firms and organisations and vice versa.
- i. Words denoting any gender shall include all genders.

### **3. OUR SERVICES.**

- a. We are Mobrae Limited, a company registered in the United Kingdom. Mobrae is a digital marketplace for vehicle owners and vehicle experts. We aim to allow and help Vehicle Experts and Vehicle Users to locate one another quickly and efficiently. The Mobrae App lets Users quickly and timeously search for verified Vehicle Experts who can assist with Users' specific problem and narrow the search results down to within a 10-mile radius of where Users are.
- b. All Users, aside from Vehicle Experts, are allowed to use our Platform free of charge and without any cost associated. For Vehicle Experts, you must have an account and must have purchased a Subscription (which includes the free trial access). You must continue to pay a Subscription Fee as stated in clause 6.1 for continuous access to our Platform for the use of promoting the Vehicle Experts' Services.
- c. Mobrae expressly states that we are not responsible for the activities of any Vehicle Expert. We are only a Platform bringing Users together. Every Expert setting up an Account is under the obligation to ensure that it secures the needed authorisation, permit or licence to offer Vehicle-related Services within the confines of the laws of the United Kingdom, practice regulations related to the practice of the Vehicle Expert Services and the local laws of the jurisdiction at which it operates.
- d. Our Platform and our Services are not geared or set up to recommend or tout any Vehicle Expert. We are only a Platform bringing Users, Vehicle Experts and Vehicle Users together. It is the responsibility of Users to read the information on each User's page to make an informed personal decision on whether to engage with the User or not. As a User and/or a Vehicle User, you are responsible for making

a decision regarding the authenticity and suitability of the Vehicle Expert for your use.

- e. We reserve the discretion and right to terminate, monitor, suspend, delete or ban the account of any User on our Platform. We have no obligation to give any reason or explanation for such action. We take these actions for the benefit of our Platform.

#### **4. YOUR ACCOUNT AND THE SECURITY OF YOUR ACCOUNT**

- a. To use our Services, you need to have opened an account with us.
- b. As a Vehicle Expert, we conduct several checks to verify your suitability as a Vehicle Expert and for the use of our Platform. We will request your business details, contact details, website URL, details of your services, proof of registration as a business, proof of address, insurance documents, driving licence, vehicle maintenance qualification (if you have one), a photo selfie, operating business days and hours, and such other documentation and information requested by us from time to time by us. All verified Users will have a Verification Badge attached to their profile. For avoidance of doubt, you will not be able to provide your services on our Platform without being verified
- c. As a Vehicle User, we collect selected information when registering an account with us. These pieces of information include but are not limited to name, email address, phone number, location and other information as contained in our **Privacy Policy**.
- d. The safety and protection of collected information and documentation are managed in accordance with our Privacy Policy.
- e. You are obligated to provide accurate and complete information when registering an account on our Platform or when interacting with us through any means whatsoever. It is your responsibility to provide accurate information to us at all times. You must ensure that your account is updated and accurate at all times.

You are responsible for your account. You must inform us of any changes to your information as any damages for not doing so is your sole responsibility.

- f.** The confidentiality of your account and its activities are your sole responsibility. Any suspicion of any unauthorised use of your account should be reported to us immediately by sending an email to [info@mobrage.com](mailto:info@mobrage.com). We are not liable for any loss or damages from any unauthorised use of your account by another person. You agree to notify us immediately of any unauthorised use of your password or account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account.
- g.** You hereby represent that You are not impersonating another person, being fraudulent, being offensive or violating another User's right. You also obligate that the Username selected is not offensive and targeted at demeaning another User.
- h.** You agree to not share your account (or account details) with anyone else, or sell, transfer, license or assign your account or any account rights to third parties.
- i.** Should your account be banned by Us, you are not entitled to create a new account to access the Platform.
- j.** We reserve the discretion and right to terminate, monitor, suspend, delete or ban the account of any User on our Platform. We have no obligation to give any reason or explanation for such action. We take these actions for the benefit of our Platform.
- k.** Users can delete their account and thereby permanently terminate their access to our Services in their Account and/or Dashboard. Please note that deleting your account does not delete your Content. We may need to keep certain Users' content (except personal data) for business reasons and legal compliance purposes. All personal data will be deleted within seven days of a User deleting his/her account. Please read our [privacy policy](#) for more information.

- I.** As a Vehicle Expert, If you request to delete your account when your Subscription is still ongoing, you will still be allowed access until the end of your Subscription unless you confirm in written form that you would like to delete your Account regardless. Please note that in this case, you are not due a refund and we are unable to refund you the Subscription fees paid. Deleting your account would however cancel all auto-renewals.

## **5. USERS OBLIGATIONS.**

We give to all our Users a limited, non-exclusive non-transferable, and revocable license to use our Platform and Services. However, this right of use is subject to this Terms of Service and the following restrictions:

- a.** Users and Vehicle Users in the United Kingdom and European Economic Area (EEA) must be 18 years old to use our Platform and Services. For minors outside the EEA and the UK who are between the age of 13 and 18, the use of our Platform or any of our Services must be through the use of an account owned and operated by a parent or legal guardian. The parent must also provide affirmative consent and supervise the use of their account. Users are solely responsible for any use of their account by a minor.
- b.** To use our Platform as a Vehicle Expert, you must be a registered business licensed to provide Vehicle Experts' Services.
- c.** By using our Platform, you hereby confirm that you are of the required Age as stated in 5(a) and you are licensed registered business as stated in 5(b). A breach of this term constitutes a fundamental breach of this Terms of Service.
- d.** You must refrain from carrying out activities that infringe on the right of another User or person, carry out criminal activities, violate any law, breach a contract or a legal duty, offer illegal rewards, violate our Terms of Service and other related policies.

- e. You must respect the rights of others, must not post wrong information, avoid unsolicited communications, engage in actions that are libellous, tortious, profane, obscene or invade another person's privacy. Users must not defame, harass, abuse, threaten, spam or distribute viruses or any software/program that invades the privacy of any User, affects the proper functioning of any equipment or the use of our Platform by any User. You must not use the Platform to send junk messages, email or "spam" to people who do not wish to receive or hear from you.
- f. You must not engage in activities that are detrimental to our Platform or its functionality. You shall not take actions to bypass our security measures or gain unauthorised access to our content or any other User's content, reverse engineer or take apart any of our Services or Platform.
- g. You shall ensure that the use of our Public forums and private messaging does not breach any applicable laws and is not used for illegalities or to spam other Users. The information discussed on your private messaging page with other Users is private and will only be accessed to protect our legitimate interest and to ensure compliance with our Terms of Service and other policies. Information on how we use your data can be found in our [Privacy Policy](#).
- h. Mobrage is not responsible for any loss or damages arising from the failure to comply with clause 4(a) - 4(g) above. Mobrage may terminate, suspend or take any action against your account for violation of any Terms of Service.

## **6. VEHICLE EXPERTS' OBLIGATIONS, SUBSCRIPTION AND AUTO-RENEWAL**

As a Vehicle Expert, you are promoting your Services using our Platform. When you set up an account on our profile, you agree that you are entering into a separate legal agreement with Mobrage and Vehicle Users, as applicable. In addition to all other Mobrage policies and this Terms of Service, the following applies to all Vehicle Experts on our Platform:

- a. All Vehicle Experts must be truthful and transparent about the information provided on our Platform. They must also be available to answer all questions and queries as asked by Vehicle Users.
- b. Keep private all personal information received from Users and Vehicle Users whether related to the Vehicle Expert Services or not.
- c. Mobrage may request for information about you, your Vehicle Expert Services and operation with another User. You agree that Mobrage may employ third parties to assess your information and to determine the veracity of the information provided to Us. You agree to provide this information to Mobrage upon request. Failure to provide any of the requested information within 14 days, or a longer period provided by Mobrage in the request made in writing, shall be deemed a material breach of this Terms of Service. Please note that this right to request for information does not confer on Mobrage any obligation to investigate any statement made by a User or any other person. Requests for information can be for any purpose as determined by Mobrage.
- d. You must comply with all legal requirements relevant to the use of our Platform and for the carrying out of your Vehicle Expert Services.
- e. You agree that once we connect you to Vehicle User, any contractual arrangement between You and the Vehicle Expert is not covered by this Terms of Service and we are not a Party to such contractual relationship.
- f. You must not use the Platform to conduct, display or spam users.
- g. As a Vehicle Expert, we allow you advertise on our platform's homepage with a static image advert. This advert will show based on your location as set and selected on your profile.
- h. As a Vehicle Expert, you will be able to share your live location with Users. Please note that it is your responsibility to ensure your safety with the person you share

your location with. Please ensure to stop sharing your location as soon as you have completed your services to the User.

- i. You agree that we shall be entitled to permanently or temporarily suspend your access to and use of our Services and/ or terminate our agreement with you, in the event that we have reason to believe that you may have failed to comply with our Terms of Service, or you are alleged to have done so, or we otherwise believe (in our reasonable discretion) that you have acted in a way which is or could be detrimental our Services or its reputation.
- j. You agree that you will only use any information concerning any Vehicle User for only the legitimate activities of connecting with the Vehicle User. You agree that you will not use such information for any other purpose without first obtaining the Vehicle User's consent. You also agree to keep any such information secure and to comply with all applicable laws concerning privacy and data protection in relation to your use of that information.
- k. You shall be solely responsible for checking and verifying the details of a Vehicle User who contacts you before you agree to connect with him/her.
- l. You agree that you are not an employee or Worker of Mobrage and you agree not to hold yourself as such.
- m. You are responsible for the quality of your own advice and service. You agree that we have no liability for services rendered to other Users by You.
- n. **PLEASE NOTE: BY REGISTERING AS A VEHICLE EXPERT AND BY USING THE SERVICES YOU ARE AGREEING THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ALL PRODUCTS, SERVICES AND WORK YOU MAY UNDERTAKE OR PERFORM FOR ANY VEHICLE USER AND FOR YOUR DEALINGS WITH ANY VEHICLE USER. YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS FROM ANY COSTS, LOSSES OR CLAIMS WHICH YOU MAY SUFFER OR INCUR AND WHICH RESULT FROM ANY INFORMATION YOU SUBMIT OR TRANSMIT OUR SERVICES OR ANY ACTIONS OR LIABILITY ARISING FROM ANY OF YOUR ACTIONS ON OUR PLATFORM.**

## 6.1 HOW THE SUBSCRIPTION CONTRACT IS FORMED BETWEEN YOU AND US.

- a. As a Vehicle Expert, after creating an account with us, you can continue by either using our Free Trial or making an order for a Subscription (“**Order**”). Details of our prices are as contained in our Prices Page. You will be guided through this process on our Platform and You will be allowed to review and amend your Order at checkout. When you place an Order for a Subscription with Us, you will receive a confirmation of Order email. Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer to us to buy our Services. All Orders are subject to availability and acceptance by us. We reserve the right to reject any Order for any reason we deem fit. The Order rejection notice will be communicated to you.
- b. At the end of your Free Trial, unless you cancel your Subscription in accordance to section 6.2, we will continue to charge you the Subscription Fees.
- c. Please note that no Part of our Services, Platform or Content is contractually capable of accepting your Order offer. Therefore our acceptance will be with a Subscription Confirmation notice which will be sent to you by email. Please note that your Order will not be processed until payment for the Order has been received in full in the manner stipulated in this Terms of Service.
- d. Our Subscription Confirmation will include details of your Subscription, the Subscription fees, including VAT and other miscellaneous fees disclosed to you at the checkout point, the duration of your Subscription and the level of access you have.
- e. Payment shall be made by You using the mediums and payment channels stipulated on our Platform. Our Payment medium includes but is not limited to credit and debit cards with Visa, Visa Debit, Mastercard and American Express.. We also accept payment options which include but are not limited to Google Pay, Amazon Pay, Apple Pay. Please note that unless a payment channel is available on our Platform, they are not acceptable to us. Please note that the use of any

payment medium might attract extra charges from the payment provider, this will be communicated to you before the payment medium is used. You will pay for such additional charges. Data registered and saved by Us act as proof of Order and of all transactions done.

- f. Payment shall not be deemed to have been made until we have received cleared funds in respect of the full amount of your Order.
- g. We reserve the right to modify the prices at all times but the prices invoiced to You are those applicable on the date of the Order.
- h. It is always possible that, despite our best efforts, some of the Services listed on our Platform may be incorrectly priced. We will normally verify prices prior to acceptance so that, where a Subscription's correct price is less than our stated price, we will charge the lower amount. You agree that if the correct price is higher than the price stated on our Platform, we will normally, at our discretion, either contact you for instructions or reject your Order and notify you of such rejection. You hereby also agree that We are under no obligation to provide our Services to you at the incorrect (lower) price, even after we have sent you a Subscription Confirmation if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a miss-pricing.
- i. If you become aware of fraudulent use of your payment card or information on our Platform, or if it is lost or stolen, you must notify your card provider in accordance with the applicable reporting rules.

## 6.2 RECURRING PAYMENT AND AUTO-RENEWAL.

- a.** By subscribing, you agree as follows:
- b.** that your Subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to cancellation of your auto-renewal Subscription;

- c.** you agree to pay recurring periodic Subscriptions for an indefinite time until cancelled by you, on the Subscription selected and set out in the opt-in notice completed during the Order Process
- d.** that we may submit periodic charges without further authorisation from you, until you provide prior notice that you have terminated this auto-renewal authorisation;
- e.** that you will ensure that the payment method is a valid one and you will change any outdated payment method;
- f.** Auto-renewing Subscriptions can be cancelled at any time by sending an email to [info@mobrage.com](mailto:info@mobrage.com). Cancelling an auto-renewal Subscription setup prevents your Subscription from being auto-renewed. Cancelling an auto-renewal does not entitle you to a refund. You will continue to have access to our Services for the duration of the remainder of the Subscription period you are in when you cancel the auto-renew.
- g.** Vehicle Experts' subscription fees are non-refundable once due and paid. If you wish to cancel your subscription, please see 6.2 (c) and (f) above.

### **6.3 ADVERT SERVICES AND PAYMENT FOR ADVERT SERVICES**

- a.** To facilitate visibility on our Platform, we allow our Vehicle Experts to purchase adverts on our homepage. The adverts are location specific and determined by cities as chosen by the relevant Vehicle Expert. Adverts will lead directly to the Vehicle Expert's page.
- b.** The Vehicle Expert agrees that the advert priority shall operate on a first-come, first-served basis, and such basis will be determined based on the date of payment. Any request to advertise on our Platform shall be an offer to advertise. All adverts will be reviewed by Mobrage, after which they will be accepted or rejected. Notice of acceptance or rejection shall be communicated to the Vehicle Expert.

- c.** Acceptance of the offer to advertise on our Platform are only accepted either by: a) communicating a notice of acceptance to the Vehicle Expert; b) charging the Vehicle expert for the advert fee or c) displaying the advert on the advert day. Notwithstanding what is contained in this clause, any rejection will be communicated to the relevant Vehicle Expert. All Adverts on our Platform must be automotive-related. Mobrage reserves the right to reject any offer to advertise on our Platform without giving any reason for such rejection.
- d.** Advert requests must be submitted at the latest, 36 hours before the advert day. The review process will be within 24-48 hours and must be submitted at least 36 hours before the advert day.
- e.** The adverts shall be charged in advance for each advert day as chosen by the relevant Vehicle Expert. The advert prices are as displayed on our **Pricing page** and shall only be charged at the acceptance of the offer to advertise on the advert date. An advert day shall run from 0.00 to 23.59 and shall be determined based on the timezone of the city selected by the relevant Vehicle Expert.

## **7. VEHICLE USERS' OBLIGATIONS.**

As a Vehicle User, the use of a Vehicle Expert's Services is voluntary and at your own discretion. You are to consider all the information presented to you and stated on the Vehicle Expert's Profile to make an informed decision on whether you want to use the Vehicle Expert or not. In addition to all other Mobrage policies and this Terms of Service, the following applies to all Vehicle Users, as applicable, on our Platform:

- a.** As a Vehicle User, you accept the risk of using a Vehicle Expert.
- b.** You agree that we do not guarantee that the Vehicle Expert Services will be delivered, satisfy its goals or be deemed satisfactory by you. Mobrage undertakes no duty to investigate the veracity of any information made by a Vehicle Expert. We also do not endorse, guarantee, make representations, or provide warranties

regarding the quality, safety, morality or legality of any Vehicle Expert, or the truth or accuracy of any User Content posted by the Vehicle Expert on our Platform the Services.

- c.** You agree that once we connect you to Vehicle Expert, our contract with you has been performed. Any contractual arrangement between You and the Vehicle Expert is not covered by this Terms of Service and we are not a Party to such contractual relationship. Payment or subsequent communication is not related and covered by this Terms of Service.
- d.** Vehicle Experts are not our employees or workers. We have no involvement in the provision of Vehicle Services. We require our Vehicle Experts to ensure that all information provided by them on their profile is accurate and complete. We take all reasonable steps we can to ensure that the Vehicle Expert is insured, has a trading history, and experiences in providing vehicle Services. We are therefore not responsible for any inaccuracies in any Vehicle Experts' information.
- e.** **YOU AGREE THAT WE DO NOT UNDER ANY CIRCUMSTANCES HAVE ANY RESPONSIBILITY TO YOU, OR LIABILITY TO YOU, FOR THE PERFORMANCE OR QUALITY OF ANY WORK WHICH YOU ASK ANY VEHICLE EXPERT TO CARRY OUT, OR FOR ANY ACTS OR OMISSIONS ON THE PART OF ANY VEHICLE EXPERT. VEHICLE EXPERTS WILL AT ALL TIMES REMAIN SOLELY RESPONSIBLE TO YOU FOR THE WORK THEY UNDERTAKE AND THEIR OWN ACTS AND OMISSIONS. OUR OBLIGATION IS ONLY LIMITED TO INTRODUCING YOU TO VEHICLE EXPERTS.**

## **8. MOBORAGE'S OBLIGATIONS.**

- a.** We are only a Platform that brings Users together. We do not endorse any User Content, guarantee the success of Services, the ability of any User, investigate or guarantee the information provided by any User. It is the sole responsibility of Vehicle Users to make informed decisions on the Vehicle Expert they select. Our help with the design or drafting of User Content does not confer any liability on it, they are activities of the User.

- b.** Mobrage does not bear any liability and has no obligation to investigate, participate, or become involved in any dispute between Users.
- c.** Mobrage may request information from Users, however, this is not an obligation, rather it is our discretion to decide whether to request for information or not. When we request for this information from Vehicle Experts, If the information is not provided within the requested time, Mobrage reserves the right to terminate any account and pursue any remedies available to it under this Terms of Service or any applicable law.
- d.** Mobrage may remove User Content that violates our Terms of Service at its sole discretion. Removing User Content or terminating an account are not actions. It is at Mobrage's sole discretion whether to give a reason for the action taken or not.

## **9. INTELLECTUAL PROPERTY MATTERS.**

- a. Mobrage's Intellectual Property** – Our content, Services, trademark and everything on our Platform are protected through various intellectual property laws including but not limited to copyright, patent, trademark and all other available protections under the Laws of England and Wales.
- b.** By using our Platform, you covenant that you will respect our intellectual property and not adapt it or create derivative works off our contents. We only grant you a limited, temporary, non-exclusive, non-transferable right to use and access our content and our Users' content. You cannot and should not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt or copy any of the content on our Platform unless you get written permission from us.
- c.** We have the right and discretion to limit or revoke this limited license to Users.
- d. Users' Intellectual Property** - Users grant a non-exclusive, global, no borders, perpetual, irrevocable, royalty-free, sublicensable, and transferable right to use of contents to Mobrage who can exercise, commercialise, and exploit the

copyright, publicity, trademark, and database rights with respect to Users' Content.

- e. Mobrage is hereby granted the right to edit, amend, make changes, translate, format or even delete any Users' content as it deems necessary and appropriate.
- f. Users' covenant, represent and warrant that they have the right and licence to confer the rights in 9(d) and 9(e) on Mobrage. Users also warrant that they have not infringed on any third party's (intellectual, privacy, human, proprietary, confidentiality or any other rights) rights.
- g. Users further warrant that Mobrage is not required to obtain any license, consent, make any payment or obtain any permission from any third party to use any User's content on our Platform. The User agrees that Mobrage does not have any liability for the use of any User content.
- h. If there is any suspicion of infringement of your intellectual property right by another User, please do not hesitate to contact us immediately as this is very important to us. You can contact us at [info@mobrage.com](mailto:info@mobrage.com)
- i. Please note that we reserve the right and sole discretion on whether to delete, or disable the content infringing the intellectual property as alleged. We can also delete the Users' accounts and ban them from using our Services or Platform. However, this is also at our discretion.

## **10. DISCLAIMER - NO CONTROL OVER VEHICLE EXPERT AND VEHICLE EXPERT SERVICES.**

### **10.1 DISCLAIMER.**

- a. **WE DO NOT PROVIDE VEHICLE SERVICES, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY VEHICLE EXPERT SERVICES, INCLUDING ANY ERRORS OR OMISSIONS IN THE VEHICLE SERVICES, OR ANY LOSSES OR HARM OF ANY KIND RESULTING FROM THE VEHICLE EXPERT PROVISION OF (OR FAILURE TO PROVIDE) THE VEHICLE SERVICES.**

- b. ANY OPINIONS, ADVICE, STATEMENTS, SERVICES, OFFERS, OR OTHER INFORMATION OR CONTENT EXPRESSED OR MADE AVAILABLE BY THE VEHICLE EXPERT ARE THOSE OF THE VEHICLE EXPERT AND NOT THOSE OF US, EVEN IF THEY ARE COMMUNICATED ON OUR PLATFORM. WE NEITHER ENDORSE NOR ARE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE EITHER ON THE PLATFORM OR OTHERWISE, BY ANYONE OTHER THAN AUTHORISED MOBORAGE LIMITED.**

## **10.2 LIMITATION OF LIABILITY**

### **a. WE ARE NOT RESPONSIBLE FOR:**

- i. ANY LOSSES IN RELATION TO YOUR RECEIVING OR NOT RECEIVING THE PLATFORM OR ANY VEHICLE SERVICES;**
- ii. ANY LOSSES ARISING DUE TO A BREACH OF OUR OBLIGATIONS WHICH ARISES DUE TO CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL;**
- iii. LOSSES OR HARM NOT CAUSED BY OUR BREACH OF THESE TERMS OR OUR NEGLIGENCE;**
- iv. LOSSES OR HARM WHICH IS NOT REASONABLY FORESEEABLE BY YOU AND US AT THE TIME OF YOU AGREEING TO THESE TERMS INCLUDING THOSE LOSSES WHICH HAPPEN AS A SIDE EFFECT OF FORESEEABLE LOSSES; OR**
- v. TECHNICAL FAILURES OR THE LACK OF AVAILABILITY OF THE PLATFORM.**

- b. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF OPPORTUNITY, LOSS OF EARNINGS, LOSS OF ANTICIPATED EARNINGS OR LOSS OF DATA OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES HOWSOEVER ARISING OUT OF YOUR USE OF OUR SERVICES OR ANY FAULT OR PROBLEM RELATING TO THE USE OF OUR SERVICE OR ANY CONTENT RECEIVED THROUGH THE USE OF OUR SERVICES.**

- c. NOTHING IN THESE TERMS OF SERVICE SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO OUR NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

## **11. MISCELLANEOUS PROVISIONS.**

- a. Unsolicited Idea** - Users agree that all unsolicited comments and advice are non-confidential and non-proprietary. An irrevocable, worldwide, transferable and royalty-free license to use, exploit, distribute and display unsolicited advice or communication is hereby granted to Mobraage.
- b. Release from Liability for Site Outages** - Users agree that Mobraage does not bear any liability from any loss of data, business opportunity or content due to the scheduled maintenance, unplanned outages or malfunctioning of our Platform.
- c. Anti-Corruption** - Users agree that in using our Platform, they will not undertake any conduct that constitutes an offence under applicable anti-corruption laws. A breach of this clause shall be deemed a material breach of this Terms of Service.
- d. Severability** - In the event that any provision of this Terms of Service is held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid with the invalid and unenforceable parts severed from the remainder of this Terms of Service.
- e. Third Parties** - This Terms of Service does not confer any rights on any person or a party other than the Users and Mobraage. The rights of the parties are not subject to the consent of any other person.
- f. Headings** - The paragraph titles in this Terms of Service are for convenience only and shall not define or limit any of the provisions hereof. These headings are used for nomenclature purposes alone and do not denote an interpretation tool for any term in this Terms of Service.

- g. Amendment** - We may update this Terms of Service from time to time by publishing a new version on our Platform. The right to amend is at our sole discretion. You should check this page occasionally to ensure you understand any changes to this Terms of Service. We may notify you of changes to this policy by email or through email or any other choice of communications as set by you.
- h. Anti-Slavery** - Users covenants that they in using our Platform, they will not undertake any conduct that constitutes an offence under applicable anti-slavery laws. A breach of this clause shall be deemed a material breach of this Terms of Service.
- i. Notices** - Unless otherwise stated in this Terms of Service or any other relevant part of our Platform, all notices and other communications shall be in writing and delivered by electronic mail. If to Mobrage, the email address is [info@mobrage.com](mailto:info@mobrage.com) unless another email address is provided on the relevant page on our Platform or this Terms of Service. If to any User, the email address will be the email address provided when registering for an account.
- j. Waiver** - No single or partial exercise of a right or remedy provided by this Terms of Service or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this Terms of Service does not constitute a waiver of a subsequent or prior breach of this Terms of Service.
- k. Relationship Of The Parties** - This Terms of Service is intended and shall be construed as creating an Agreement for the purposes specified in this Terms of Service. Nothing in this Terms of Service or otherwise is intended or shall be construed as creating a partnership other than as specifically set out in this Terms of Service or any legal entity between the Users and Mobrage or any ongoing or continuing relationship or commitment between the Users of Mobrage, other than as specifically set out in this Terms of Service.

- I. INDEMNITY** - USERS AGREE TO INDEMNIFY AND HOLD HARMLESS MOBORAGE, ITS SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS AND OTHER DAMAGE CAUSED BY THE USER, OR ANY ACTIVITY THAT IS RELATED OR CONNECTED TO THE USE OF OUR PLATFORM.
- m. Governing Law** - These Terms of Service, the jurisdiction clause contained in it and any non-contractual obligations arising out of or in connection with it or its subject matter or formation are governed by, construed and take effect in accordance with the law of England and Wales.
- n. Dispute Resolution** - Notwithstanding the provisions of 10(o) for any and all grievances, disputes, claims, or controversies you may have against Mobrage (“Disputes”), before pursuing any dispute resolution avenue, you must first give us an opportunity to resolve the Dispute informally by sending an email to [info@mobrage.com](mailto:info@mobrage.com) with the subject “**Pre-Action Dispute Notice**”. The email should contain your name, your email address as registered on your account (if you have no account, please state that), a detailed description of your grievance and claims, and a description of the specific relief you seek and how we can resolve this grievance. If we do not resolve the Dispute within sixty (60) days after receiving your Pre-Action Dispute Notice, then you may pursue the resolution of the Dispute process in accordance with the provisions of (o).
- o.** Subject to 10(n), the Parties agree that any dispute arising out of or in connection with this Terms of Service or the performance, validity or enforceability of it will be finally resolved by the courts of England and Wales, who have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Terms of Service or its subject matter or formation.
- p. Class Action Waiver** - Users and Mobrage agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither the Users nor Mobrage will seek to have any dispute heard as a class action, a representative action, a collective action, or in any proceeding in which the User

or Mobrage acts or proposes to act in a representative capacity. The User and Mobrage further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of the User, Mobrage, and all parties to any such proceeding.

- q. Warranty** - Mobrage has no fiduciary duty to any User. Our Platform, services, content, User Content, and any other related materials are provided on an "as is" and "as available" basis without any warranties of any kind, express or implied. This no warranty includes but is not limited to implied warranties of merchantability, quality or fitness for a particular purpose, non-infringement or course of performance. This no-warranty clause is exercisable to the fullest extent permissible by the law. The use of our Platform and services, including without limitation any services provided on any third-party platform, are entirely at your own risk.
- r. Confidentiality** - Except to the extent required by law, any legal or regulatory authority of competent jurisdiction or, with the prior written consent of the other Party. No party shall use or disclose to any third party such information belonging to the other party. This paragraph shall survive the termination of this Terms of Service. For the avoidance of doubt, Personal Information shall be treated in accordance with Applicable Laws and shall not be considered "confidential information" belonging to a party.
- s.** In the event of a User's failure to comply with the terms contained in this Terms of Service, our Privacy and Cookies Policy, we reserve the right and sole discretion to immediately and without notice suspend, delete or permanently ban the Users' access to all or part of our Platform or services.
- t.** The terms in this Terms of Service survive the usage of the Platform. Even after termination or deletion of your account on our Platform or the discontinuing of your use of our services for whatsoever reason, either by your choice or our choice, the terms in this Terms of Service continue to apply post-use and termination.

## **CONTACTING US.**

Please do not hesitate to contact us if you have any questions regarding Mobrage's policy or our attitude to the protection of your information. You can reach us at [info@mobrage.com](mailto:info@mobrage.com) or 20-22 Wenlock Road London N1 7GU