

## MyGarage Host Terms of Service

Welcome to MyGarage.africa, a peer-to-peer vehicle car sharing marketplace web site and online service provided by envio Logistics Limited. ("MyGarage "we," or "us"). This Terms of Service Agreement ("Agreement") describes the terms and conditions that govern your use of and participation in MyGarage.africa services. MyGarage.africa services include our web site, web widgets, feeds, mobile device software applications (the " envío Software"), applications for third-party web sites and services, and any other mobile or online services and/or applications owned, controlled, or offered by MyGarage.africa (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree (agreed) to be bound by this Agreement and to the collection and use of your information as set forth in the Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. YOU UNDERSTAND AND AGREE THAT **MyGarage.africa** IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN DRIVERS AND HOSTS, NOR IS MYGARAGE.AFRICA A TRANSPORTATION SERVICE, AGENT, OR INSURER. **MyGarage.africa** HAS NO CONTROL OVER THE CONDUCT OF DRIVERS OR HOSTS AND OTHER USERS OF THE SERVICE AND DISCLAIMS ALL LIABILITY (LIABILITIES) IN THIS REGARD. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

We may, in (at) our sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement, we will update the last modified date at the top of this page. If there are material changes to this Agreement, we will notify you either by prominently posting a notice of such changes prior to implementing the change or by directly sending you a notification. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of (and condition)

Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

## Eligibility

This Service is intended solely for licensed drivers Twenty-One (21) years of age or older, or the minimum age required in the market where the Service is intended to be used (whichever age is higher), and any registration, use, or access to the Service by anyone under the required minimum age is strictly prohibited and in violation of this Agreement. The Service is not available to any Host previously removed from the Service by MyGarage.Africa, unless MyGarage.Africa has given you written notice of reinstatement. All Users must pass our Eligibility Requirements and must provide all necessary and complete documentation for determining eligibility throughout your use of the Service, as may be determined and requested by MyGarage.Africa in its sole discretion. You acknowledge and agree that MyGarage.Africa may change its Eligibility Requirements at any time and for any reason.

## MyGarage.africa Accounts

Creating a virtual garage account is parts of our Service requirement. In order to host a vehicle on MyGarage.Africa, you will need to apply for a **Host** account to connect with verified drivers on MyGarage.Africa platform.

## Vehicle Hosting Policy

1. The Host (who is the host? Please define) agrees to offer the vehicle(s) on the platform to verified drivers on short-term or long term lease.
2. The Host is the bona-fide owner of the vehicle, or has the full authorization of the Host, and that the vehicle herein presented is totally free from all encumbrances and or adverse claim (s) of any kind from a third party. The said person shall hereinafter be referred to and deemed as *The Host*, for ease of reference.
3. The Host authorizes MyGarage.Africa to install and configure the **envíoBOx** in the vehicle: a telemetric satellite device and billing system that tracks and process lease payments and generate mechanical analytical data for the driver and the Host. The envíoBOx system is on lease to the Host but the Host shall pay an installation fee of **N10,000**.

4. The Host shall be provided with access to the envío dashboard to monitor the location information of the vehicle(s), historical data on the activities of the vehicle(s), and driver's payment compliance status for informed decision and relevant actions including enabling the vehicle (s) engine to offer a grace period to defaulting driver where the Host so desires.
5. Final decision on what to do to with the vehicle when the driver defaults in payment (whether to retrieve/or leave the car with the driver) is solely the prerogative of the Host provided such does not amount to unwarranted breach of the contract The Platform has.
6. MyGarage.Africa via accredited support centres' offers monthly vehicle inspection and transmit the results of inspection to the Host via email for the Host's information and action where necessary.
7. **The Host agrees to pay and hereby authorizes MyGarage.Africa to deduct 15%** brand franchise permit and management information fee from each period's lease payment processed from the **driver** on hire purchase or short-term lease contracts.
8. Lease payments from Drivers shall be remitted to the Host next business day after payment has been received from the driver provided there is no force majeure issues, or unforeseen circumstances beyond the party's natural control like downtime (down?) turn in banking and related services.
9. As a security deposit, a one-week advance of the driver's weekly remittance is required, which is held in escrow with Envio Logistics Limited.
10. MyGarage.Africa shall send notification via email and or SMS or Whatsapp for successful lease payment transactions and failed lease payment notifications for the Host's information and relevant actions.
11. If the **driver** fails to meet up payment on due dates, the envio system will immobilize the vehicle engine and inform the Host. The Host has the sole powers to give the driver a payment grace period or terminate the lease agreement. Request for payment extension can only be done via email (payments@mygarage.africa).This process takes 2 business days.
12. If the inability to remit to the Host is not the fault of the driver, the Host shall contact **MyGarage team** via email payments@MyGarage.Africa to complain of a failed payment.
13. Mygarage.Africa shall not be held liable for any damage, mechanical fault, case of theft or dispute that may arise from the usage of the assigned vehicle throughout the period of lease.

14. The Host agrees to conduct a pre lease inspection and likewise sign a lease agreement with the driver before commencing a lease service.
15. If the Host chooses to re-enlist the vehicle on MyGarage.Africa, the vehicle must be put in a good state of roadworthiness by the Host before it can be re-enlisted.
16. In case of an accident, the driver will contact the Host who in turn is expected to contact the insurance company for claims.
17. In case of serious mechanical repairs on the vehicle, the Host shall apply for a 30days hosting holiday to help the Host complete the process of fixing the vehicle.
18. The platform authorizes the Host to request for a reinstallation of the envíoBOx system in the vehicle. The Host shall make the vehicle available to a representative of MyGarage.Africa within 3 working days.
19. (Where the Host) In the case the Host chooses to re- list the vehicle on MyGarage.Africa, the Host agrees to pay an installation fee of the envíoBOx system.
20. The Host agrees to be cordial with drivers leasing vehicles.
21. The Host agrees to abide with (abide by) the terms of service governing user rights on MyGarage.Africa.

#### **CONFLICT RESOLUTION:**

1. All disputes, differences and/or claims, arising out of this contract shall be settled by alternative dispute resolution mechanisms (**Arbitration and Conciliation**) to serve the best interest of the parties. The Host hereto hereby irrevocably and unconditionally agrees to submit such dispute to arbitration governed by the **Arbitration and Conciliation Act, Cap A18 LFN 2004**.
2. This contract shall be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria. The place of arbitration shall be in Abuja Nigeria and the language of proceedings shall be in English or Pidgin.
3. The Host hereby admit that this contract has been read and that he or she (She/he or They) has fully understood the meaning of all the clauses of this contract and he or she has (have)voluntarily signed this contract with full understanding of his or her obligations herein.

## **TERMINATION OF HOSTING**

1. The Host is at liberty to terminate this contract at any time if there is a material breach in which he or she has followed due process to liaise with MyGarage.Africa for its mitigation without success, but this shall be with a 30 days' notice via email to [support@mygarage.africa](mailto:support@mygarage.africa)
2. MyGarage.Africa has the right to terminate hosting rights of a Host if information given is discovered to be false or

## **FORCE MAJEURE**

MyGarage.Africa shall not be held liable in the event of civil unrest, terrorist attacks and supervening events affecting human or business operations, city lockdown, pandemic, acts of God, and failure of 3<sup>rd</sup> party-operated communication backbone or superstructure which can affect remittances to the Host. When normalcy returns, the Host shall be able to use the platform to confirm the status of the vehicle, and the Platform may inform the Host via an email in such case.

## **CHANGE OF ADDRESS, CONTACTS DETAILS**

The Owner shall communicate to the Platform any change of contact details - Address, phone number, account details, emails; within **one (1) week** of effecting such a change.

## **INDEMNITY**

The Host agrees to fully indemnify MyGarage.Africa against all claims by third parties arising from any action caused by the Host, the vehicle, or the Driver during the subsistence of this contract.

**WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

The Host hereby admits that this contract has been fully read and understood or has been adequately explained to him/her, and he/she has understood and accepted the meaning of all the clauses of this contract.

**IN WITNESS AND CONSENT TO THE FOREGOING TERMS AND CONDITIONS,** the Host has here unto set and subscribed his or her hands on the date and year above mentioned.

<b>Signed &amp; Delivered by the within named Host;</b>	
Name:	
Signature	
Date:	
Phone Number:	
Email:	

**COMMENT**

Host or Customer?

It is the customer that uses the services of My Garage.

The contract is concise and a good innovation.