



Mygarage Terms of Service

Welcome to mygarage.africa, a peer-to-peer vehicle car sharing marketplace web site and online service provided by envío Logistics, Inc. ("mygarage africa", "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 Softwares"), 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 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 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 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 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 Users 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

Parts of our Service requires that you open a user account ("Account"). In order to reserve a vehicle from A Host on mygarage.africa, you will need to apply for a "Driver" Account. In order to list your vehicle for lease on mygarage.africa, you will need to apply for a "Host" Account.

Service Rules

Driver Registration:

1. Applicants agree to provide correct contact information to complete the registration process.
2. Applicants agree to download and get the guarantor form and the driver agreement form completed with the correct information.
3. Applicant agree to visit an approved **mygarage.africa** drive test centre to verify ability to lease vehicles from the platform.

Booking a vehicle

1. Driver agrees to go through and abide by the terms of lease for any vehicle they intend to lease before proceeding to book for inspection.
2. Driver agrees not sell, assign, pledge, mortgage, underlet, lend or part with the possession of the said vehicle and not allow the said vehicle to be used by anybody else or kept or detained or run for the use of any other person.
3. The driver agrees not use or permit or suffer the said vehicle to be used in contravention of any law for the time being in force.
4. The driver agrees to Indemnify the manager against claims by third parties arising by accident caused by the said vehicle until the said vehicle is returned to the manager.
5. The agreement is personal to the driver and the rights of the driver shall not be assignable or chargeable by him in favour of third party.
6. Without prejudice to any remedy which the manager may have for any antecedent breach or non-performance of this agreement and without prejudice to the right of manager to terminate this agreement under the general law, the manager may summarily terminate this agreement if :
 - The driver is arrested for using, engaging, conspiring to use, engage the vehicle for criminal activity.
 - The driver is arrested for criminal activity or conspiring to engage in criminal activity.
 - The driver upon reasonable ground is suspected to be involved in criminal activity or conspiring to engage in criminal activity after same is reported to lawful authorities.

- The driver upon reasonable grounds is suspected to be using the vehicle for criminal activity or conspiring to use the vehicle for criminal activity after same is reported to lawful authorities.
- The driver fails to meet up the weekly reconciliations after the expiration of extension for payment. Delays in repayments are cost count on the driver.
- The driver takes the vehicle out of town without the permission of the Host.
- The driver fails to meet up the maintenance standard of the vehicle as stipulated in this contract.
- The driver fails to submit the vehicle for inspection after given sufficient time (**24hours**) to submit same for inspection.
- The driver engages in conduct(s) upon investigation capable of bringing the reputation of the manager to disrepute.
- The driver assaults or threatens violence or carry out violent conduct on the owner, the manager or passenger or road user after same is reported to lawful authorities.
- The driver upon reasonable suspicion drives negligently or recklessly or where passenger or road user(s) report such conduct to the manager, after same is investigated and reported to lawful authorities.
- The driver vandalises parts of the vehicle.
- The driver causes serious damage to the vehicle.
- The driver attempts to tamper with the tracking devices installed to the vehicle.
- The driver destroys tracking devices installed in the vehicle.
- The vehicle is driven by a 3rd party not authorized by the manager.
- The vehicle is a subject matter of criminal or civil proceedings prior to the institution of this agreement.
- The vehicle is a subject of criminal investigation prior to the institution of this agreement.
- The vehicle is attached pursuant to enforcement of a court judgment.
- The driver is found to have no valid driver license, fails to renew driver license immediately after expiration.

- The driver agrees to sign a pre-lease vehicle inspection with the Host and agree to take responsibility for any defect on the vehicle not captured on the pre-lease vehicle inspection sheet.
- Driver agrees to pay the 1st week lease fees as security deposit via the mygarage.africa platform before a key exchange is done with the Host.
- Billing will start 48 hours after a key exchange.

Lease payment

1. Driver agrees to make lease payments before due dates.
2. Payments will be made via the **envio gateway app or weblink** using a debit card.
3. Access to the **envio gateway app or weblink** must be made using the login details sent to the driver's email and sms when the driver's verification process is complete.
4. A telemetry system is installed in each vehicle which tracks the location of the vehicle and manage lease payments from drivers.
5. When a driver fails to make lease payments on due dates, the **envioBOx system** is expected to immobilize the engine of the vehicle until the lease fees are paid by the driver. As soon as the lease payment is done successfully via debit on the **envio gateway app or weblink**.
6. The driver agrees to report to mygarage.africa via email support@mygarage.africa if the vehicle engine is active despite the fact that the driver hasn't made lease payments. If the driver fails to make report to mygarage team on the malfunction of the **envioBOx system** when the lease payment isn't paid and the vehicle is active, the driver will be categorized as an accomplice to the malfunction of the **envioBOx system**.
7. If a driver has defaulted for lease payments beyond 48hours, he is expected to contact Host to request to return the vehicle. Keeping a lease vehicle not paid for beyond 48 hours is a crime and the vehicle owner has the right to declare the vehicle stolen and report to law enforcement agencies.
8. If a driver has a genuine reason not to make rental payments due to health challenges or mechanical problems on the vehicle, the driver **MUST** contact the Host. It is at the discretion of the Host to officially communicate to mygarage.africa team for a rest on the payment

dates. These request MUST be done within 72 hours to the due lease payment.

Vehicle Inspection

1. Upon paying the security deposit for a vehicle, the driver will be matched with a support centre where the driver is mandated to go for monthly inspection and oil change.
2. A copy of the vehicle inspection report will be sent to the driver and Host.
3. If a driver fails to honour a vehicle inspection appointment, the Host has the prerogative to terminate the lease agreement with the driver.

Vehicle Repairs

Every Host has the prerogative to recommend a preferred mechanic workshop that a driver MUST patronize. In the case the driver fails to use the Host mechanic workshop without genuine reasons to the Host, the Host has the prerogative to terminate the lease agreement. Details of the Host mechanic workshops is contained in the vehicle inspection sheet.

Vehicle Accident

In the case of an accident, the driver is expected to take a clear photograph of the vehicle and other vehicle(s) involved in the accident with the plate number clearly visible. These details should be sent to the HOST via email.

Vehicle Theft

In the case of car theft, please remain calm and try to report to the nearest police station after which you communicate to mygarage.africa team an Host.

Lease Termination

To terminate a lease plan on any vehicle on mygarage.africa, the driver is expected to send an email to the Host and support@mygarage.africa

All disputes, differences and/or claims, arising out of this agreement shall be settled primary in the court of law. The manager may elect to use other alternative resolution mechanism for the quick resolution of dispute if the manager elects this option serves the best interest of the parties. Each of

the Parties hereto hereby irrevocably and unconditionally agrees to submit such dispute to arbitration governed by the **Arbitration and Conciliation Act, Cap A18 LFN 2004.**

This Agreement 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.

The cost of Arbitration shall be solely borne by the defaulting party.

The parties hereby admit that this agreement has been fully explained to them and they have understood the meaning of all the clauses of this agreement and they have signed this agreement with full understanding of the obligations herein.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their hands on the date and year above mentioned.

Signed and delivered by the within named **Driver:**

Name

Sign/Date

WITNESS

1. Name:

2. Signature:

3. Address:

4. Occupation: