



RC.1400206

TERMS OF SERVICE AGREEMENT FOR DRIVERS.

Welcome to mygarage, a peer-to-peer vehicle sharing marketplace and online service provided by Motor Africa a brand of Envio Logistics, Inc., hereafter referred to as "Motor Africa", "we," or "us". This Terms of Service Agreement ("Agreement") outlines the terms and conditions governing your use of and participation in mygarage services.

Our services include our website, web widgets, feeds, mobile device software applications (collectively referred to as "motor africa Softwares"), applications for third-party websites and services, and any other mobile or online services and/or applications owned, controlled, or offered by Motor Africa (collectively referred to as 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, regardless of whether 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. You understand and agree that Motor Africa is not a party to any agreements entered into between drivers and hosts, nor is Motor Africa a transportation service, agent, or insurer. Motor 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 modify or update this Agreement at our sole discretion from time to time. You should review this page periodically. 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.



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Eligibility

This Service is intended solely for licensed drivers who are 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). 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 Motor Africa unless Motor 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 Motor Africa in its sole discretion.

All applicants must agree to offer full-time mobility services on the Bolt platform with a minimum of 40 trips per week.

You acknowledge and agree that Motor Africa may change its Eligibility Requirements at any time and for any reason.

Motor Africa Accounts.

To use certain parts of our Service, you must open a user account on the Motor Africa app. A dedicated wallet bank account will be opened strictly for processing payments related to your services on the Motor Africa platform.



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Driver Registration.

1. Applicants must provide the correct contact information to complete the registration process.
2. Applicants must complete the driver agreement form with accurate information and nominate 2 verifiable guarantors. Verification fee applies.
3. Applicants agree to visit an approved Motor Africa drive test center to verify their ability to drive to be eligible to lease a vehicle from the platform. Verification fee applies.

Booking a Vehicle.

1. Drivers must read and abide by the terms of lease for any vehicle they intend to lease before proceeding to book for inspection.
2. Drivers agree to pay a refundable security deposit which will be refunded at the end of the lease contract if the vehicle is returned in a state of roadworthiness as approved by the host.
3. Drivers must not sell, assign, pledge, mortgage, underlet, lend, or part with the possession of the leased vehicle and must not allow the said vehicle to be used by anybody else.
4. The driver must not use or permit or suffer the said vehicle to be used in contravention of any law for the time being in force.
5. The driver must indemnify Motor Africa against claims by third parties arising from accidents caused by the said vehicle until the vehicle is returned to Motor Africa.
6. This agreement is personal to the driver and the rights of the driver shall not be assignable or chargeable by him in favor of a third party.
7. The manager may summarily terminate this agreement if the driver is found to be in violation of any of the conditions stipulated in this agreement.

Lease Payment.

1. Drivers must make lease payments via the Motor Africa App before due dates.
2. When a driver fails to make payments, the system will automatically immobilize the engine of the vehicle until the lease payment is processed.



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Vehicle Inspection.

The driver agrees to make the vehicle available for a mandatory inspection exercise at designated Motor Africa inspection centers in each city and an inspection fee applies. Other vehicle inspection rules include;

1. The system will immobilize the engine of the vehicle when assigned drivers don't show up for inspections.
2. The system will notify the guarantors via email when drivers fail to make the vehicles available for inspection.
3. The system will charge penalties for not showing up for the inspection.
4. When the vehicle engine is immobilized for not showing up for inspection, the rental fees on the vehicle will still apply.
5. The driver is expected to ensure that the vehicle is in the best state of roadworthiness before the inspection date or else the inspector will compel the driver to have the vehicle fixed at a recommended workshop before the driver can resume work and the driver will not be obliged extra work days for the period the car is at the workshop.

Vehicle Repairs.

Every Host has the right to recommend a preferred mechanic workshop that a driver MUST patronize except in case of emergencies.

Vehicle Accident:

1. In case of an accident, drivers are expected to take clear photographs of the vehicle and other vehicles involved in the accident with their plate numbers clearly visible at the scene of the accident. Failure to send the correct photographs for insurance purposes (except in cases of fatality) will make it difficult for the insurance companies to process the claim and that means the driver will take responsibility for the repairs.
2. The driver shall bear the cost of the police report to process the insurance claim.
3. The insurance company will bear the cost of the repairs (if the correct documentation is done) after an underwriting process is completed.
4. The contract with a driver with frequent accident incidents within a short period will be terminated.



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Vehicle Theft.

In case of car theft, please remain calm and call the Motor Africa emergency numbers after which you report to the nearest police station.

Lease Termination.

In order to terminate a lease plan on any vehicle facilitated through Motor Africa, the driver is required to send an email notification to support@motorafrika.co

When a request for termination is made, a vehicle inspection will be carried out to ensure that the vehicle is in good condition and meets the standards set by the host. If any defects are found that are the responsibility of the driver, the cost of repairs will be deducted from the driver's security deposit. The remaining balance will be refunded to the driver within 20 working days.

Dispute resolution.

In the event of any disputes, differences, and/or claims arising from this agreement, the primary resolution will be sought in a court of law. However, the manager reserves the right to employ alternative resolution mechanisms if it is deemed to serve the best interests of all parties involved.

Both parties involved hereby irrevocably and unconditionally agree to submit any such disputes for arbitration, as governed by the Arbitration and Conciliation Act, Cap A18 LFN 2004. This agreement is governed by and will be construed in accordance with, the laws of the Federal Republic of Nigeria.

The place of arbitration will be in Abuja, Nigeria, and the proceedings will be conducted in English. It is agreed upon that the cost of arbitration will be borne solely by the party found to be at fault.

Both parties hereby acknowledge that this agreement has been thoroughly explained to them. They have understood the meaning of all its clauses and have signed this agreement with a full understanding of the obligations contained within it.



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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

Name of Driver: _____

Phone Number _____

Email address _____

Sign/Date _____

Address of driver: _____

WITNESS:

. Name: _____

Signature: _____

Address: _____

Occupation: _____

