

Terms and Condition

These Terms & Conditions govern your use of our website www.24mobilemech.com and all related sites, services, applications, and tools, which we operate from time to time.

These Terms and Conditions apply to you if you register to use the 24MOBILE MECH Service as a mechanic. By using the 24MOBILE MECH Service you confirm that you accept these Terms & Conditions and that you agree to abide by them. If you are accepting these Terms & Conditions on behalf of a company or other business entity, you confirm that you are authorized to do so.

INFORMATION ABOUT US

The 24MOBILE MECH Service is operated by 24MOBILE MECH Ltd

We are a limited company registered in Nigeria under the company allied act and have our registered office at fourth floor, Polystar Building, Marwa Bustop Iekki Phase1. You can check our website to learn more about us.

REGISTERING AS A MECHANIC

For Mechanics to have access to the full services provide by 24Mobile Mech, you will need to register with us as a Mechanic by creating an online account. It will be required of you to make available certain information about your business and contact details.

You will provide proof of address and any other documentation or information that we may consider important. You must ensure that the information provided by you on registration is correct, complete and not misleading. You should also inform us promptly of any changes to the information that you provide, by updating your details, in order that we may communicate with you effectively.

By registering as a Mechanic you are forming a contract with us. The contract between us will consist of your registration details, these Terms & Conditions, our Privacy Policy, our Code of Conduct and our Feedback Policy. Unless we have expressly stated otherwise, in the event of any conflict or inconsistency between these Terms & Conditions and our Privacy Policy or Code of Conduct or Feedback Policy, or any other document or legal notice published on the 24MOBILE MECH Service, these Terms & Conditions shall take precedence.

On registering with 24Mobile Mech and complete verification, the company will include your business in our directory, the ability to receive details of jobs which have been posted by Users including using our application and other methods.

Full details of the services available to Mechanics via the 24Mobile Mech Service will be published on our website from time to time. We are continually seeking to develop and improve the services we offer and

so we reserve the right, at our absolute discretion, to make changes to any part of the 24MOBILE MECH Service without notice.

24MOBILE MECH OBLIGATIONS

We will provide 24MOBILE MECH Service to you using reasonable skill and care and in accordance with these Terms & Conditions. However, if you use the 24MOBILE MECH Service as a Mechanic you acknowledge and agree that the services we provide are subject to the following limitations and disclaimers:

You acknowledge and agree that we will enable Mechanics to post Quotes in response to a selection of Jobs based on criteria which we (in our absolute discretion) may determine from time to time. The criteria may include your geographical location as well as the quantity or quality of Quoting Data we hold for you amongst other criteria. In addition you acknowledge that the number of Quotes which may be transmitted to a User in relation to any particular Job may be limited to Quotes from a specified number of Mechanics. Accordingly, we do not provide any guarantee that registering as a Mechanic will result in you being able to submit Quotes, or in Quotes being submitted on your behalf, in relation to any Jobs, or in relation to any particular volume of Jobs. Nor can we guarantee that your use of the 24MOBILE MECH Service will result in you winning any work or any particular volumes of work.

You acknowledge and agree that we do not check or verify the details of any Jobs which are posted. We have asked all users to use the 24MOBILE MECH Service responsibly and to provide accurate information, but cannot guarantee the accuracy, integrity or quality of any Jobs or other material which is posted by Users.

By registering as a Mechanic you also understand and agree that Users who have used your services will be able to provide Feedback and we may give you a rating based on the Feedback you have received. Whilst we have asked all users of the Services to act responsibly, we do not actively monitor, check or verify Feedback which is posted. Accordingly, you acknowledge and agree that we shall not have any responsibility to you or liability to you for any Feedback which is posted by any User and we will not usually become involved or intervene in complaints or disputes concerning Feedback, although we reserve the right to do so in exceptional circumstances. You may, if you feel that Feedback is misleading or defaming, contact us and we will investigate but we shall not be obligated to take any action. Please refer to our Feedback Policy for further information concerning our approach to Feedback.

MECHANIC OBLIGATIONS

You agree to abide by these Terms and Conditions when using the 24MOBILE MECH Service and in your dealings with Users.

You also agree to abide by the 24MOBILE MECH code of conduct at all times when using the 24MOBILE MECH Service and in your dealings with any Users. You agree that we shall be entitled to permanently or temporarily suspend your access to and use of the 24MOBILE MECH Service 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 & Conditions or Code of Conduct, or you are suspected to have done so, or we otherwise

believe that you have acted in a way which is or could be detrimental to the 24MOBILE MECH Service or its reputation.

You agree that you will only use any information concerning any user and any Jobs they have posted, which we provide to you or which you obtain via the 24MOBILE MECH Service, for the purpose of submitting Quotes and (if you are selected to undertake the work) for the purposes of discussing that work with the user and undertaking the Work. You agree that you will not use such information for any other purpose without first obtaining the user's prior 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.

You shall be solely responsible for checking and verifying the details of any Job which is transmitted to you via the 24MOBILE MECH Service before you agree to undertake any work for a user and for agreeing with the user the terms on which any work will be performed.

You shall be solely responsible for complying with all applicable laws and regulations in your dealings with Users and for the performance and quality of any work which you agree to undertake for any user.

You agree that you must only use the 24MOBILE MECH Service in connection with your own business and must not (without our prior written consent) use the 24MOBILE MECH Service for the benefit of any other business providing automotive repair and maintenance services.

PLEASE NOTE: By registering as a Mechanic 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 user or supply to any User and for your dealings with any User. You agree to indemnify us and hold us harmless from any costs, losses or claims which we may suffer or incur and which result from any information you submit or transmit via the 24Mobile Mech Service or from any work which you may agree to perform for any User or from your dealings with any User or your use of their information.

SERVICE FEES

By becoming a member and by submitting quotes or by allowing for quotes to be submitted on your behalf, in respect of Jobs, you are also entering into a legally binding contract with us under which you agree to pay the applicable SERVICE FEE in the event that your quote is selected by the user, or you are otherwise engaged by the user to undertake the Job. Full details of the applicable SERVICE FEE for a particular Jobs will be published on the 24MOBILE MECH Service from time to time and will be provided whenever a Job is notified to you. You agree to notify us promptly within 24HOURS if you are selected, or engaged, by a User to undertake any Job in respect a Quote has been submitted, by updating your account details accordingly.

You agree that SERVICE FEE 20% of QUOTE are payable if you are selected or engaged to undertake a Job. We shall be under no obligation to refund such fees in respect of any Jobs which are not completed and refunds will only be given in our absolute discretion. Under no circumstances will requests for refunds be considered.

In the event that you fail to notify us that within 24HOURS that you were selected or engaged to undertake a Job and we are informed that you were, or if we have reasonably grounds for believing that you were, you agree that you will be liable to pay the SERVICE FEE to us together with an additional administration charge of ₦ 10,000.00.

PAYMENT TERMS

Unless otherwise stated, all fees are quoted in Naira. You are responsible for paying all fees together with any applicable VAT as required from time to time. Unless we have agreed in writing to invoice you for any fees due under this agreement (or agreed in writing to collect payment by some other method) we require that all fees be paid via a credit card or debit card or other payment method registered with us and you authorize us to collect all such payments immediately on the date that they become due. Where we have agreed to invoice you for any fees you agree pay all such invoices within 48HOURS of the date of our invoice.

INTELLECTUAL PROPERTY

Unless otherwise stated, the copyright, database right and other intellectual property rights in the 24MOBILE MECH Service (including without limitation all content, data, materials and technology used on 24MOBILE MECH Service platform or transmitted through it) belongs to us. All rights are reserved.

By using the 24MOBILE MECH Service you acknowledge and agree that we collect combined and random data concerning usage of the 24MOBILE MECH Service and the Jobs and Quotes submitted to or via the 24MOBILE MECH Service. You agree that all intellectual property rights and other rights in such combined and random data shall belong to 24Mobile Mech Ltd and we may use this data for any purpose whatsoever. However, this data will not include any information from which particular users of the 24MOBILE MECH Services can be identified.

TERMINATION

We may suspend/terminate your access to 24MOBILE MECH Service, if you are in breach of these Terms & Conditions or have made improper use of the 24MOBILE MECH Service or we have reason to believe that you may have breached these Terms and Conditions.

You may cancel your registration at any time by informing us in writing. If you do so you must stop using the 24MOBILE MECH Service. The suspension, cancellation or termination of your registration and your right to use the 24MOBILE MECH Service shall not affect either party's statutory right or liabilities.

GENERAL

All notices shall be given to us via email or by post using the contact details or to you at either the email or mailing address you provide during registration.

If any provision of these Terms & Conditions is held by any court of competent authority to be void or unenforceable in whole or in part, the other provisions of these Terms & Conditions and the remainder of the affected provisions shall continue to be valid.

The failure to exercise a right or remedy provided by these Terms & Conditions or by the law does not constitute a waiver of other rights or remedies.

We may revise these Terms & Conditions at any time. You are expected to check these Terms & Conditions from time to time to take notice of any changes we make as they are legally binding on you. Some of the provisions contained in these Terms & Conditions may also be superseded by provisions or notices published elsewhere on our website or the 24MOBILE MECH Service.

These Terms & Conditions will be subject to the laws of the federal republic of Nigeria.

These Terms and Conditions were last updated on 12 January 2021.

CODE OF CONDUCT

This Code of Conduct sets out certain standards which 24MOBILE MECH Limited expects all Mechanics who use this Website and the Service made available through it, to adhere to when using the Website, Application and other technology in dealing with Users.

This Code of Conduct forms part of and should be read in conjunction with our Terms of Use.

By registering with us and/ or using our Service, Mechanics agree:

- a. To provide us and Users with an accurate description of their garage business, proprietor details and the automotive services that they offer
- b. To perform a diagnosis on all automobiles using a diagnosing machine to identify the precise point of damage on a vehicle.
- c. To ensure Quotes communicated to Users are informative, accurate, comprehensive and that they are not misleading
- d. You shall be solely responsible for all products, services and work you may undertake or perform for any user or supply to any User and for your dealings with any User.
- e. To ensure that they have the appropriate resources, equipment and knowledge to carry out work for which they are providing Quotes
- f. To deliver a thorough, professional, customer-centric experience to Users at all times;
- g. To ensure, where possible, all fitted car parts and components are new, unused and of good quality
- h. To ensure any additional work, that might be required, is not carried out without the prior authorization from the user
- i. To provide an itemized invoice and receipt to Users of all checks carried out and components and car parts fitted
- j. To ensure any disputes that arise with Users are resolved in a fair and timely manner
- k. To report to 24Mobile Mech all new customers and new work that has resulted from Quotes submitted via the 24MOBILE MECH Service.
- l. To ensure you protect and only use user information supplied to you in a manner consistent with data protection laws and our Terms and Conditions.

This Code of Conduct was last updated on 12 January, 2021