

TERMS AND CONDITIONS

Introduction

Welcome to <https://www.mogo.co.ke/report-stolen-vehicle> a platform dedicated to providing a database of stolen vehicles/Motorcycles/Tuktuks in Kenya. By accessing or using this Website, you agree to be bound by these Terms and Conditions prescribed herein.

If you do not agree with any of the Terms and conditions prescribed herein, you must refrain from using the Website. Mogo Auto (hereafter, "The Company") confirms that the website shall be strictly used for informational purposes and the company shall not take any responsibility/liability for inaccuracy of information posted on the website by users.

Purpose

The Company is duly registered as a Data Controller in Kenya is committed to assisting asset owners, law enforcement agencies, and the public by collecting and maintaining a database of reported stolen Assets by users of the website. The website provides a centralized system for reporting stolen assets, raising awareness, and supporting efforts to recover lost assets in Kenya.

This platform is voluntary and free of charge. By utilizing and accessing the services, the company's clients and the public can voluntarily submit stolen assets' details and search from the database. The website aims to enhance collaboration in asset recovery efforts while ensuring data security and compliance with the relevant laws.

Use of the Website

The Website is provided strictly for informational purposes. Users are solely responsible for verifying the accuracy, authenticity and legality of any information obtained through the Website. The company further affirms that the information posted on the website is strictly posted by users.

The company does not guarantee the accuracy, authenticity, completeness, or reliability of the data displayed on the website as posted by other users.

Limitation of Liability

The company shall not be liable for any loss, damage, or claim arising from the use or inability to use the Website. The company shall not be liable for any errors, inaccuracies, or omissions in the database as posted by the users.

The company shall not be responsible for any decisions made by users based on information obtained from the Website.

The company shall not be responsible for any losses, damages, or consequences arising from the reliance on reports published on the Website by users of the website.

Indemnification

Users agree to indemnify, defend, and hold harmless the company, its employees, affiliates, and agents from any claims, damages, liabilities, costs, or expenses arising from: any use or misuse of the Website, any violation of these Terms by users, any reliance on the information provided on the Website and any legal disputes related to data uploaded or accessed through the Website.

Disclaimer of Warranties

The Website is provided on an "as-is" and "as-available" basis without warranties of any kind, whether express or implied. Further, the company does not warrant that the Website shall be uninterrupted, secure, or error-free. The company disclaims all warranties regarding the accuracy, authenticity, reliability, and completeness of the information provided and shall not be responsible for the loss of the asset or any consequential damages incurred by the users. The users shall indemnify the company against all claims, actions, or damages arising from the theft or recovery process or any form of liability that may arise out of reliance on the website.

Reporting Procedure

The user must submit a formal written report of the stolen asset, including but not limited to:

- Detailed description of the asset that is lost.
- Registration number, Chassis number, Make, Model or any other unique identifiers.

- Circumstances of the theft (time, location, and what happened).
- A police report with a case reference number (OB).

The report must be submitted immediately upon discovery of the theft.

The company maintains that the website must not be used as a substitute for reporting the theft to the relevant legal authorities. Users must report the theft incidences to the relevant legal authorities as the website is only for information purposes.

Data Protection and Privacy

Personal information submitted on the website by the users in the reporting process will be stored securely and used only for the purpose of stolen Asset recovery and law enforcement collaboration.

The Company shall not share personal information with unauthorized third parties. The company further disclaims that it shall not be liable in any way for information collected from the website by other users.

Users can request deletion or modification or anonymization of their submitted data at any time.

User-Submitted Data

The company reserves the right to review, edit, or remove any submitted data that violates applicable laws or these Terms. Users submitting false or misleading information may be subject to legal action.

User Obligations

Users agree to the Website's Privacy Policy, which governs data collection, storage, usage, provide accurate and truthful information. Users shall have, among others, the following obligations.

- Report the stolen asset to the relevant authorities.
- Provide truthful, complete, authentic and accurate information on the website.
- not use the Website for illegal activities or in a manner that violates the rights of other users.
- accept full responsibility for any claims, consequences, torts, legal or otherwise, resulting from submission of stolen vehicle reports.
- provide supporting information, such as a police report number or other documentation, when submitting a report; &
- Avoid submitting false, misleading, or fraudulent reports and notify us if the Asset is recovered or if any submitted information changes.

Company Obligations

The company will:-

- Safeguarding user data and complying with data protection laws.
- Provide timely updates and assistance to users and law enforcement agencies.
- Remove outdated or inaccurate information when notified by users.

Insurance Claims

The users of the website shall be responsible for notifying their insurers of the theft and cooperating with their financiers and insurance company (if applicable) in any claims process.

Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Kenya. Any disputes arising from the use of the Website shall be subject to the exclusive jurisdiction of the courts of Kenya.

Acceptance of Terms

By submitting a report of a stolen asset, the Customer acknowledges and agrees to these terms and conditions.