

TERMS AND CONDITIONS

Welcome to Vehicle Reporting platform (“**Platform**”) operated by Mogo Auto Limited (“**Company**”), which is dedicated to providing information on stolen vehicles, motorcycles and tuktuks (hereinafter referred to as “**Asset(s)**”) reported to the Company.

By accessing or using this Platform and/or by submitting the report of a stolen asset the user acknowledges and agrees to these terms and conditions.

If you do not agree with any of the Terms and Conditions, you must refrain from using the Platform. The Company confirms that the Platform shall be strictly used for informational purposes, and the Company shall not take any responsibility and liability for inaccuracy of information posted on the Platform by users.

PURPOSE

The Platform is provided to users as an information tool, which can be used when considering a purchase of a vehicle, motorcycle or a tuktuk. This Platform is voluntary and free of charge and based on records/information provided by other users.

For avoidance of doubt, the Company does not verify or check the reports provided by users and any search results should be used with caution and further due diligence conducted or checked prior to purchase of an asset.

USE OF THE PLATFORM

The Platform is provided strictly for informational purposes. Users are solely responsible for verifying the accuracy, authenticity and legality of any information obtained through the Platform. The Company further affirms that the information posted on the Platform is strictly posted by users. The Company does not guarantee the accuracy, authenticity, completeness, or reliability of the data displayed on the Platform as posted by other users.

LIMITATION OF LIABILITY

The Company shall not be liable for any loss, damage, or claim arising from the use of or inability to use the Platform. The Company shall not be liable for any errors, inaccuracies, or omissions in the Platform as posted by the users. The Company shall not be responsible for any decisions made by users based on information obtained from the Platform. The Company shall not be responsible for any losses, damages, or consequences arising from the reliance on reports published on the Platform by users of the Platform.

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 Platform, any violation of these Terms by users, any reliance on the information provided on the Platform and any legal disputes related to data uploaded or accessed through the Platform.

REPORTING PROCEDURE

The Platform allows any user to submit a report of a stolen asset. When submitting a report, the user will be required to provide their name, contact details and information on the asset. To ensure that only stolen assets are reported, please upload a police report with a case reference number (OB).

Users are strictly prohibited from uploading or submitting any information or content beyond what is explicitly requested by the Platform. The Company reserves the right to delete such information.

The Company reserves the right to review the submitted reports. Any report that is found to be false, misleading, or submitted in bad faith may be removed without notice. The Company further reserves the right to exclude such reports from appearing in search results.

Please note that the Platform should not be used as an alternative to reporting the theft to the relevant legal authorities. The Company does not and shall not forward or communicate the reports to the relevant legal authorities on its own initiative. The Platform is only for information purposes.

PERSONAL DATA PROCESSING

By using the Platform and submitting a report, the user acknowledges that the Company as the personal data controller will collect and process their personal data. For the submission of the report, the Company will process the name, contact details of the reporter, and information provided in the stolen asset report (such as official theft report details and asset identification). This data will be processed for the purpose of managing the report and operating the Platform, based on the user's consent. The user has the right to withdraw their consent at any time by contacting the Company using any of the contact details provided below. If consent will be withdrawn, the report shall be immediately deleted from the Platform. Withdrawal of user's consent will not affect the lawfulness of processing based on consent before its withdrawal.

To verify the authenticity of the submitted police report with a case reference number (OB), the Company may access and check publicly available records. In certain situations, the Company may be legally required to share the reported information with third parties (for example, with law enforcement authorities) to comply with legal requirements or requests, as well as to protect its legal interests.

Additionally, the Company may share user data with selected third-party service providers that help operate the Platform – such as IT infrastructure providers, data hosting services, legal and customer support partners. If any of such service providers are located outside Kenya, the Company will share the data in accordance with the requirements set in the Data Protection Act, No. 24 of 2019, including by entering into data protection compliant Standard Contractual Clauses or by using other appropriate grounds for data transfer provided by the Act such as codes of conduct and certifications, or cooperating with service providers located in the country, which offers an adequate level of data protection in accordance with Kenya's Data Protection Commissioner's adequacy decision.

Users have the right to access their personal data, request corrections, and raise concerns or objections regarding how their data is processed by the Company. These rights can be exercised in line with applicable data protection laws and by contacting the Company:

- sending an e-mail to dataprivacy@mogo.co.ke or

- calling our customer service center 0768 469 112
- on-site at our customer service centers.

Please note that you have the right to lodge a complaint with the Office of the Data Protection Commissioner via <https://www.odpc.go.ke>.

For more information on personal data processing by the Company, please visit <https://www.mogo.co.ke/privacy-policy>.

USER OBLIGATIONS

When submitting the report on the Platform, the user shall:

- Provide only accurate and true information, which he/she is legally allowed to share with the Company;
- Ensure that the theft is first and foremost reported to the relevant law enforcement authorities and insurance companies (where applicable);
- Not use the Platform 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 false or misleading stolen asset reports.
- Refrain from submitting false, misleading, or fraudulent reports;
- Promptly contact the Company and provide updates in case the reported asset is recovered or if any submitted information changes.

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 Platform shall be subject to the exclusive jurisdiction of the courts of Kenya.