



TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

Welcome to peach-cars.com (the "Website"). The terms "we", "us", "our", and "Peach Tech Ltd" refer to Peach Tech Limited, a limited liability company duly incorporated under the Companies Act, 2015, Laws of Kenya. The term "you", "customer" or "client" refers to the customer or client visiting our offices, using the Website and making a listing/ad or selling or purchasing a motor vehicle through the Website. The Website is wholly owned and operated by Peach Tech Limited. By using this Site, you explicitly agree to comply with and be bound by the following terms and conditions ("Terms and Conditions" or "Agreement"), and all policies, rules, and instructions, and additional terms posted on or through the Site, all of which are incorporated into this Agreement. By registering for, logging into, visiting and/or otherwise using the Site in any way, you indicate that you understand, intend to be legally bound by, and accept these Terms and Conditions. Peach may change these Terms and Conditions at any time. Your continued use of the Site following appropriate notice of such modifications will be conclusively deemed acceptance of any changes to these Terms and Conditions. At all times, you are bound by the then-current version of these Terms and Conditions and all applicable laws. Please review these Terms and Conditions periodically for changes.

1. USE OF PEACH LISTINGS AND PRIVATE SALE SERVICES

Peach includes a vehicle listing and information service on private listing portion of the site, sometimes referred to as the "Platform", that brings together buyers and sellers, and offers a secure private vehicle sales platform ("Platform") through which buyers and sellers can conduct vehicle sales transactions, offering a range of services including Motor vehicle inspection, booking viewings, placing and acceptance of offers to purchase the Motor Vehicle, implementing payment and tracking progress of transactions. The information on vehicles provided by Peach and its affiliated third (3rd) parties through these services and on the Site is provided following inspection of the Motor Vehicle on a best effort basis and Peach and its affiliated third parties do not warrant for the accuracy of the information provided nor shall the information provided be deemed as a recommendation for or against purchase of the Motor Vehicle. Peach and its affiliated third (3rd) parties provide these services and the Site and all information and materials without conditions, representations or warranties of any kind, either expressed or implied. Peach **shall not at any time be a party to any transaction between vehicle buyers**

and sellers that occurs through the Site or that originates from information found on the Site. Vehicle prices displayed for purchasers include additional fees such as Peach Commission Fee, government taxes, fees and levies. Title and registration fees, licensing and plate fees, finance charges, or dealer document preparation fees are not included. The offer amount displayed to the Seller shall be less the Commission Fee, VAT on the Commission Fee title and registration fees, licensing and plate fees, finance charges, or dealer document preparation fees i.e. the net amount that Seller shall receive upon completion of the sale of the Motor Vehicle.

You may pay a fee for access to certain Peach services related to the Platform. All such fees are payable in advance of the provision of any such service and there shall be no refund of the same save for that stated under the terms of clause 8 below. We may change these fees at any time at our sole discretion. You shall be solely responsible for the payment of any taxes applicable to its payment for and/or use of such services, save for any taxes on Peach' income. Your obligation to pay the fees is unconditional and not dependent on level of promotion, number of ad impressions or exposures, sales, leads, or inspection outcomes. Following payment, you will receive such Platform services for the period of time specified at the time of purchase unless your listing is removed by you for any reason or by Peach due to an issue with your listing.

FOR ALL PLATFORM-RELATED SERVICES, PEACH IS NOT A PARTY TO THE TRANSACTION BUT SHALL ACT AS AN AUTOMOBILE BROKER OR DEALER. Peach does not hold or possess title for any vehicle listed for sale on our Site and Peach is not a party to any vehicle sale contract between vehicle buyers and sellers that originates on or through the Site.

All buyers and sellers must be at least eighteen (18) years old to use the Site and by using the Site, you represent that you are at least eighteen (18) years old.

Information about a particular vehicle is supplied by Peach and it's affiliated third (3rd) parties, and the Buyer is solely responsible for reading the full vehicle listing before making a commitment to purchase the vehicle. The price and other terms of any sale are arranged after negotiation. All negotiation in respect to the transactions shall be made though Peach and direct negotiation between the Seller and Buyer is hereby strictly prohibited. Peach shall not be responsible for incorrect information given by buyers or sellers, including (i) information regarding vehicles, including but not limited to vehicle mileage, condition, history, or photos of vehicles, and (ii) information about the identity, reliability or suitability or capacity of a Buyer or Seller. The Inspection Result Certificate and other mechanical information are provided for informational purposes only from Peach after an Inspection is conducted. Peach and its affiliated third parties do not warrant for the accuracy of the information provided nor shall the information provided be deemed as a recommendation for or against purchase of the Motor Vehicle. When using this Site, it is imperative you use all reasonable good judgment and prudence.

PEACH MAKES NO GUARANTEES, WARRANTIES OR REPRESENTATIONS REGARDING ANY VEHICLES LISTED FOR SALE OR SOLD ON OUR SITE. ANY QUALITY CERTIFICATE ISSUED BY PEACH AFTER INSPECTION OF THE MOTOR VEHICLE ARE "AS IS" ON THE DATE OF SUCH INSPECTION. VEHICLE SALES ARE BETWEEN THE BUYER AND THE SELLER ONLY. PEACH DOES NOT OWN, BUY, OR SELL, ANY VEHICLES LISTED FOR SALE ON OUR SITE. ANY DISPUTE ABOUT THE CONDITION OF A VEHICLE SOLD THROUGH THE SITE IS BETWEEN THE BUYER AND SELLER ONLY. PEACH DOES NOT HOLD OR POSSESS TITLE FOR ANY VEHICLE LISTED FOR SALE ON OUR SITE. SAVE FOR THE INSPECTION WHEREBY THE MOTOR VEHICLE IS IN THE PHYSICAL CUSTODY OF PEACH OR IT'S THIRD PARTY PARTNERS, RISK SHALL AT ALL TIMES LIE WITH THE SELLER UNTIL THE PHYSICAL HANDOVER OF THE MOTOR VEHICLE FROM THE SELLER TO PEACH IS COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF AN AGENCY AGREEMENT TO BE EXECUTED BETWEEN THE SELLER AND PEACH. PEACH AND/OR IT'S AFFILIATED THIRD (3RD) PARTY PARTNERS SHALL ACCEPT NO LIABILITY OR RESPONSIBILITY FOR ANY FURTHER DAMAGE TO THE MOTOR VEHICLE OCCURRING DURING THE INSPECTION DUE TO PRE-EXISTING CONDITIONS, FAULTS OR DAMAGE ALREADY PRESENT IN THE MOTOR VEHICLE AT THE TIME OF INSPECTION.

In addition, as a Platform seller you represent and warrant: (i) that you are registered owner of the Motor Vehicle or if a dealer or broker, or acting in the capacity as an owner, employee or representative of a dealer or broker, have the express written authority of the registered owner of the Motor Vehicle (ii) that all information submitted to Peach about a particular vehicle and your contact information is accurate and true. In addition, you agree to approve listing descriptions as complete and accurate before publication, (iii) that all relevant vehicle information is included in the listing submission, (iv) that you are prepared to sell the listed vehicle at the minimum let go price, (v) that you have possession of the actual vehicle listed and proper legal authority and capacity to transfer title to the said vehicle.

All applications for insurance, credit and/or lending arrangements are through one or more unaffiliated third-party providers over whom Peach has no control. Any application for insurance, credit or lending arrangement, terms, conditions, warranties, or representations associated with any application for insurance credit or lending arrangement, is solely between you and any such third-party provider. Peach is not responsible or liable for any loss or damage incurred as the result of such application for insurance credit or lending arrangement.

The following terms also apply to vehicle purchases and sales through the Platform:

- **Transfer of Ownership.** Peach will assist the Seller and Buyer to effect the due transfer of legal ownership of the Motor Vehicle from the Seller to the Buyer via the National Transport and Safety Authority (NTSA) Transport Integrated Management System (TIMS) portal, including but not limited to the collection of the applicable fees and charges from the Buyer. Both the

Seller and Buyer hereby agree to cooperate fully with Peach and to take all additional actions that may be necessary or appropriate to give full force and effect to the transfer of legal ownership from the Seller to the Buyer, mutual cooperation being of the essence to this transaction. Under no circumstances whatsoever shall Peach be considered a party to this transaction nor be deemed to transfer legal ownership of vehicles from the Seller to the Buyer.

- **Dedicated Agents.** Any guidance we provide in connection with a vehicle sale through the Platform, including guidance provided by our agents, is solely informational and you may decide to follow it or not. Also, while our agents may help facilitate various aspects of a private sale, Peach has no control over and does not guarantee: the existence, quality, safety or legality of vehicles advertised to be sold save for the Motor Vehicle inspection which is conducted on a best effort basis and subject to the stated disclaimer therein; the truth or accuracy of user's content or listings; the ability of sellers to sell vehicles; the ability of buyers to pay for vehicles; or that a Buyer or Seller will actually complete a transaction.
- **Disputes.** The Platform does not support vehicle returns or cancellations of completed sales. Once a sale through the Platform is complete, any dispute between a Buyer and a Seller concerning a vehicle sold through the Platform must be addressed directly between the Buyer and Seller separate to and outside of the Platform.
- **Release.** If you have a dispute with a Buyer or Seller using the Platform, you hereby release Peach (including our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

2. APPLICABLE PROCEDURE FOR SELLERS

A. Placing a Listing

In order to place a Listing or Advertisement (Ad) for a Motor Vehicle You must:

- a. be eighteen (18) years or over;
- b. register as a member on the Peach Platform;
- c. be a private or non-commercial advertiser
 - i. You will not be considered a private or non-commercial advertiser by Peach if you:
 - are a licensed dealer and intend to sell the Motor Vehicle featured in your Ad from your dealership without the express written authorization from the Motor Vehicle's registered owner to sell the Motor Vehicle on his/her/its behalf and the

identification documents of such registered owner of the Motor Vehicle;

- d. complete and submit the online application form (Application); and
- e. pay the prescribed Advertising and Inspection Fee as per the Peach Applicable Fees and Rates Schedule

Peach may alter its product and services offerings at any time without notice to You and does not guarantee or represent or warrant to you that any product or service offering which is available at a particular time, will be available in the future.

3. OBLIGATIONS OF A SELLER

A. All Sellers Looking to Use the Platform Must:

- i. comply with the terms and conditions set out in this Agreement;
- ii. provide all information for Your Ad (including any photographs) in the form required by Peach from time to time;
- iii. describe the advertised Motor Vehicle accurately;
- iv. Present the Motor Vehicle to Peach and/or Peach's affiliated third (3rd) parties for inspection at a designated date and location determined by Peach prior to listing;
- v. comply with any relevant Peach advertising policy;
- vi. if You are not the owner of any materials (for example, images or written descriptions of items) which You wish to include in Your Ad, obtain written permission from the owner of those materials to include them in Your Ad (and to grant Peach the necessary licence to use the materials before submitting the Ad to Peach for publication;
- vii. Provide Peach with proof of ownership of a Motor Vehicle, proof that a Motor Vehicle is in the Republic of Kenya or has been cleared by the relevant and appropriate customs authorities. If a dealer or agent of the registered owner, also provide original written authorization of the registered owner to sell the Motor Vehicle on his/her/its behalf in addition to a certified copy of the Identity Card (ID) or Certificate of Incorporation of the registered owner;
- viii. maintain the confidentiality of all Your email and password information required to access Your account and immediately change the password if it is lost, stolen or compromised in any way. You are responsible for all transactions entered into under Your email and password; and
- ix. remove Your Ad within one (1) business day if the advertised Motor Vehicle is:
 - sold; or
 - withdrawn by You from sale.

B. Sellers Must Not:

Offer for sale any Item:

- i. not located in the Republic of Kenya;
- ii. that is not immediately available for sale - such as a Motor Vehicle which you seek to auction or rent or a Motor Vehicle subject to syndication;
- iii. that is not accurately described by the category in which it is advertised;
- iv. that You are not the registered owner of without the express written consent of the registered owner; or
- v. in all other cases, which You do not have the right or authority to sell.

You must not submit an Ad which:

- vi. includes an offer of or referral to any services, for example finance;
- vii. does not comply with all relevant laws;
- viii. infringes the intellectual property rights of any person including any company or organisation;
- ix. is illegal, fraudulent, obscene, offensive, defamatory, or in any way unsuitable for people under the age of eighteen (18) years;
- x. is misleading or deceptive or likely to mislead or deceive (for example by including photos or text in Your Ad that do not match the Motor Vehicle or by listing the Motor Vehicle at a lower price than you would be willing to sell the Motor Vehicle to solicit increased enquiries or for other purposes);
- xi. comprise anything which may adversely reflect on Peach or any website on which Your Ad is published; or
- xii. include references or links to other websites;
- xiii. offers more than one Motor Vehicle in a single Ad; or
- xiv. You must not alter or amend an Ad to describe or offer a Motor Vehicle that is different to the Motor Vehicle originally published.

4. REQUIREMENTS FOR PHOTOGRAPHS INCLUDED IN ADS

Photographs submitted with Ads for publication must:

- a. be current photographs of the actual Motor Vehicle for sale, such that the Motor Vehicle is shown in the same condition as it is anticipated that it will be delivered to the Buyer;
- b. not include any images of people;
- c. not be digitally altered;
- d. not contain any watermarks; and
- e. be in jpeg format and of at least 969 x 646 dimension.

5. PUBLICATION OF ADS

- a. Peach is not bound to publish Your Ad until accepted by Peach. Your Ad is accepted when Peach publishes Your Ad.
- b. If Your Ad is in breach of clause 4.b above, or otherwise contains content that Peach deems inappropriate to include in an Ad, Peach may refuse to publish Your Ad or remove any Peach content from the Ad before publication.
- c. If accepted, Peach will publish Your Ad as set out in the Application on the terms and conditions of this Agreement and with any amendments required by or authorised by these Terms and Conditions.
- d. Peach's acceptance of Your Ad does not *ipso facto* create any relationship of agency between You and Peach.
- e. You accept and acknowledge that Peach's acceptance of Your Ad does not provide any representation, warranty or guarantee that your Motor Vehicle will be sold through Peach or any of its Services.
- f. Peach may republish Your Ad on such other websites, search engines, applications and print or other media as Peach determines from time to time in its absolute discretion.
- g. You acknowledge and agree that while every endeavour will be made to publish Your Ad as submitted, Peach will not (other than as set out in clause 14) be liable for any error, omission or failure to publish Your Ad in the form ordered, including acts or omissions of Peach, its employees or agents.
- h. Peach may refuse to publish, withdraw or terminate the publication of Your Ad (or any part of Your Ad) if:
 - Peach determines, in its absolute opinion without notice, You are not entitled to place the Ad (for example, because You are not a private advertiser or You do not own the Motor vehicle); or
 - The Motor Vehicle does not conform to the quality standards set out by Peach;
 - You breach this Agreement;
 - You have not logged on to the administration pages of Your Ad for more than twenty-eight (28) days; or
 - Peach determines, in its absolute discretion without notice, that such refusal, withdrawal or termination is appropriate.
- i. Despite anything in this Agreement, Peach has absolute editorial control in relation to the publication of Your Ad, including, but not limited to the format, position and placement of Your Ad.
- j. Peach may in its absolute discretion add to, edit or remove information within Your Ad.
- k. Third party offers to republish Your Ad in print or other media are subject to separate terms and conditions. Peach will not be responsible for third party terms and conditions, any services provided by the third party or resolving any dispute between You and any third party.

6. CANCELLATION AND WITHDRAWAL OF ADS

- a. Once Your Application is submitted to Peach it cannot be cancelled.
- b. An Ad may be removed at any time after publication. All advertising fees remain payable and if paid, You will not be entitled to a refund.

7. PROCESSING PAYMENTS THROUGH THE PRIVATE SALE PLATFORM

- a. The seller must pay the Advertising and Inspection Fee at the rate and in the manner set out in the [Price Table](#).
- b. The Advertising and Inspection Fee is payable despite the termination of this Agreement or failure to publish an Ad which is caused by You.
- c. You will not be entitled to a refund or credit if Peach withdraws or terminates the publication of Your Ad if You were not entitled to place an Ad or You are otherwise in breach of this Agreement.
- d. All offers made by a Buyer are subject to payment of a (refundable) Kenya Shillings Five Thousand (Kshs. 5,000/=) Placing Fee which shall entitle you to make offers on a maximum of three (3) separate Motor Vehicles. In the event of a successful purchase of a Motor Vehicle the Placing Fee shall be included in the purchase price.

We accept payment via credit card, wire transfer, money order or M-Pesa. Payment of the Placing Fee shall only be accepted via M-Pesa.

8. CLAIMS AND REFUNDS

- a. There shall be no refunds payable in respect of the Inspection Fee, save for cases of error, i.e. payment by the Seller in excess of the properly quoted Inspection Fee.
- b. The Placing Fee is refundable within two (2) business days upon request of the Buyer. Any further new offers on Motor Vehicles by the Buyer made after the refund of the Placing Fee shall be subject to the payment of a fresh Placing Fee.
- c. Where the Purchase Price has already been paid by the Buyer, all claims for refund by the Buyer shall be processed within ten (10) business days from the date of the claim for refund.

9. OWNERSHIP AND INTELLECTUAL PROPERTY

Except as otherwise indicated, all copyright rights and other intellectual property rights in this Site and its contents, including any and all messages, data, information, text, music, sound, photos, images, graphics, code, marks, logos, audio and video, footage, animations, analyses, studies, reports, downloads, and other content contained herein ("Site Content") is owned by or licensed to Peach Tech Limited, and protected by law, including copyright, database, trade secret, and trademark laws of the Republic of Kenya and all applicable jurisdictions including international laws, treaties and regulations. The Site Content is

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10. USE OF CHAT ROOMS, BULLETIN BOARDS AND OTHER INTERACTIVE AREAS

The Site may contain discussion forums, bulletin boards, review services, comment sections or other forums in which you or third (3rd) parties may post reviews of motor vehicles and motor vehicle-related services or other content, messages, materials or other items on the Site ("Interactive Areas"). In the event Peach provides such Interactive Areas, you, the User are and shall main solely responsible for your use of such Interactive Areas and use them at your own risk. No action should be taken based upon any of the information contained in the Interactive Areas. You should seek independent professional advice from a person who is licensed and/or knowledgeable in the applicable automotive or motor vehicle area or industry before acting upon any opinion, advice, or information contained on the Site. All statements, information and other content submitted by users are solely the opinions of users, and not of Peach.

By using any Interactive Areas, you expressly agree not to use, reproduce, modify, adapt, edit, translate, publicly display, telecommunicate or perform, post, upload to, transmit, distribute, store, create derivative works from or otherwise publish throughout the World, in any media, now known or hereafter devised, on or through the Site any of the following:

- i. Any message, data, information, text, music, sound, photos, images, graphics, code, marks, logos or other content ("Content") that is unlawful, untrue, libelous, defamatory, slanderous, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable or inappropriate;
- ii. Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, foreign, national or international law.;
- iii. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party (including rights of privacy and publicity);

- iv. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- v. Unsolicited promotions, political campaigning, advertising or solicitations;
- vi. Private or personally identifiable information of any third (3rd) party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers (a practice commonly referred to as “doxing”);
- vii. Viruses, corrupted data or other harmful, disruptive or destructive files;
- viii. Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- ix. Content that, in the sole judgment of Peach, contravenes the above, is otherwise objectionable or inappropriate, or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Peach or its affiliates or its users to any harm or liability of any type.

You further agree that you will not attempt or do any of the following:

- x. Interfere with or disrupt the Site or our computer systems, servers, or networks;
- xi. Attempt to gain unauthorized access to any part of the Site, to accounts that belong to other users, or to computer systems or networks connected to the Site; or
- xii. Engage in any systematic extraction of data or data fields, including, without limitation, email addresses, by use of any automated mechanism.

By posting or distributing Content to or through the Site, unless we indicate otherwise, you (a) grant Peach and its affiliates and sublicensees a nonexclusive, royalty-free, perpetual, worldwide, transferable, irrevocable and fully sublicensable right to use, post, store, reproduce, modify, adapt, edit, translate, distribute, transmit, publish, create derivative works from and publicly display, telecommunicate and perform such Content throughout the world in any media, now known or hereafter devised; (b) grant Peach and its affiliates and sublicensees the right to use the name that you submit in connection with such Content, if they choose in their absolute discretion; and (c) represent and warrant that (i) you own and/or control all of the rights to the Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such Content to or through the Site, and to grant the licenses granted herein; (ii) such Content is accurate and not misleading; and (iii) use and posting or other transmission of such Content does not violate these Terms and Conditions and will not violate any rights of or cause injury to any person or entity. You further grant Peach the right to pursue at law any person or entity that violates your or Peach’s rights in the Content or breaches of these Terms and Conditions.

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- By electronic mail to: contact@peach-technology.com
- Or by regular mail to:

P.O. Box 2576, 00606 - Sarit Centre, **Nairobi**

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Nairobi

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14. LIMITATION OF LIABILITY

YOU USE THE SITE AT YOUR OWN RISK AND NEITHER PEACH TECH LIMITED, ITS AFFILIATES AND SUBLICENSEE NOR THE PARTIES WHO PROVIDE INFORMATION AND MATERIAL FOR PUBLICATION WITHIN THE SITE CONTENT SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR ANY PRODUCT OR SERVICE LINKED TO OR FROM OR ADVERTISED OR PROMOTED ON THE SITE, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, AND LOSS OF DATA), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, PEACH ALSO DISCLAIMS LIABILITY FOR ANY DIRECT DAMAGES BASED ON YOUR ACCESS OR USE OF THE SITE AND THE SITE CONTENT. IF PEACH IS FOUND TO BE LIABLE UNDER THIS AGREEMENT, INCLUDING FOR DIRECT OR ANY TYPE OF DAMAGES, OUR AGGREGATE LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES PAID BY YOU IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY; OR (B) KSHS. 100,000/=.

YOU AGREE TO INDEMNIFY PEACH AND ITS OWNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS, AND LICENSORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND HOLD ALL OF THE FOREGOING HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM OR RELATED IN ANY WAY TO YOUR USE OF THE SITE OR ANY BREACH OF THESE TERMS AND CONDITIONS.

15. LINKS TO OTHER SITES

The Site contains links to third-party web sites. The linked sites are not under the control of Peach, and Peach is not responsible for the contents of any linked site. Peach provides these links as a convenience, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by Peach. Linked sites are owned and operated by independent retailers or service providers, and therefore, Peach cannot ensure that you will be satisfied with their products, services, or business practices. You should make whatever investigation you feel necessary or appropriate, including reviewing their Terms of Use and Privacy Policies, before proceeding with any transaction with any of these third parties.

16. PROMOTIONAL PHOTOGRAPHY

Peach reserves the right to take photographs during the operation of any program or part thereof and to use them for promotional purposes. By booking a listing with Peach, program members agree to allow their images to be used in such photographs. Program members who prefer that their images not be used are asked to identify themselves to their travel guide at the beginning of their program.

For more information, please visit our website and refer to our **Disclaimer Page**.

17. COPYRIGHT ACT OF 2001 COMPLIANCE

Peach complies with the provisions of the **Copyright Act of 2001 (as amended by the Copyright (Amendment) Act 2019)**. If you have any complaints or objections to material posted on this Site, or if you believe that material posted on this Site infringes a copyright that you hold, you may give notice by contacting our Designated Agent at the address provided below. All such notices should include:

- i. A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Peach to locate the material;
- iv. Information reasonably sufficient to permit Peach to contact you, such as address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- v. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Agent for notice of copyright infringement claims may be reached as follows:

[Email: claims@peach-technology.com](mailto:claims@peach-technology.com)

18. APPLICABLE LAW AND JURISDICTION

The Site (excluding links to third-party sites) is owned and controlled by Peach Tech Limited, and operated by Peach from its offices in and around Nairobi in the Republic of Kenya. Therefore, by publishing, accessing, and/or using the Site, you and Peach explicitly agree that all disputes, claims, or other matters arising from or relating to your use of this Site will be governed by the laws of the Republic of Kenya, without regard to its conflicts of law principles. You agree that all claims you may have against Peach arising from or relating to the operation or use of this Site will be heard and resolved according to the Section below captioned “**Dispute Resolution**” If you chose to access this Site from locations other than the Republic of Kenya, you will be responsible for compliance with all local laws of such other jurisdiction.

19. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the brochure, or any information relating in any way to the trip, or to the trip itself, shall first be settled through negotiation between the parties. If the parties fail to settle the dispute with thirty (30) days from receipt of a formal complaint, then such dispute shall be referred to arbitration in the Republic of Kenya, in accordance with the Arbitration Act or any statutory modifications or re-enactment thereof for the time being in force. The seat of Arbitration shall lie in Nairobi.

20. ASSUMPTION OF RISK

You use the Internet solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. Although Peach has endeavored to create a secure and reliable Site, the confidentiality of any

communication or material transmitted to/from this Site over the Internet cannot be guaranteed. Accordingly, Peach is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. Peach shall have no liability for interruptions or omissions in Internet, network or hosting services. You assume the sole and complete risk of using this Site.

21. MODIFICATIONS TO THE SITE

Peach may change, restrict access to, suspend, or discontinue any aspect of the Peach Platform or the Site at any time, including availability of any feature, database, or content. Peach may also impose limits on certain features and services or restrict your access to all or parts of the peach-cars.com without notice or liability. Peach may remove any review from the Site if Peach determines, in its sole discretion, that the review may be false or fraudulent. Peach may exclude or remove from the Site embedded contact information in (i) a dealer's description of a vehicle and/or (ii) images, often known as "Watermarking," if Peach determines in its sole discretion that such information is embedded with the intent of circumventing the Peach lead routing process.

Peach reserves the right (but assumes no obligation) to delete, move, condense or edit any content on the Site that comes to Peach' attention and that Peach considers unacceptable or inappropriate, whether for legal or other reasons.

22. TERMINATION

You agree that we may, under some circumstances and without prior individual notice to you, terminate your use of and access to any of the parts of the Site to which we restrict access, for example, by requiring registration. Some of the reasons for such termination may include, but are not limited to, (a) a breach or violation or suspected breach or violation of these Terms and Conditions or other incorporated terms or guidelines, (b) a request by law enforcement or another government agency or lawful authority, (c) our decision to discontinue or change all or part of the Site, (d) technical or security issues, and (e) fraudulent or illegal activities. All terminations will be made at our sole discretion and you agree that we will not be liable for any termination of your use of or access to the Site or any part of the Site.

23. MISCELLANEOUS

This agreement may not be assigned by you without the prior written consent of Peach. Any attempted assignment that does not comply with these Terms and Conditions shall be null and void. Peach may assign these Terms and Conditions, in whole or in part, to any third-party in its sole discretion. These terms and Conditions shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors, permitted assigns, heirs, and legal and personal representatives. If any provisions of this agreement are held to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, any

such provision(s) shall be enforced to the maximum extent permissible so as to effect the intent of the parties and shall not affect the validity or enforceability of any other provisions herein, and the remainder of this Agreement shall continue in full force and effect. Any waiver of any provision herein, to be effective, must be in writing signed by an authorized officer of Peach, and shall not constitute a waiver of any other provision herein or a continuing waiver of any future breaches of the same provision.

24. ENTIRE AGREEMENT/RESERVATION OF RIGHTS

These Terms and Conditions and Peach's [Privacy Policy](#) represent the entire agreement between you and Peach with respect to your access to or use of any material available on or through the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Peach with respect to same. Any rights not expressly granted under this Agreement are reserved.

25. FRAUD DISCLAIMER POLICY

PEACH TECH LIMITED WISHES TO DRAW THE ATTENTION OF OUR CUSTOMERS AND MEMBERS OF THE GENERAL PUBLIC TO THE RISK OF FRAUDULENT ACTIVITY BY PERSONS OR ORGANISATIONS WHO SEEK TO DEFRAUD CUSTOMERS AND THE GENERAL PUBLIC.

WHILE PEACH MAKES ALL REASONABLE AND PRUDENT MEASURES TO ENSURE THAT ALL COMMUNICATION MADE BETWEEN OURSELVES AND OUR CLIENTS IS CONFIDENTIAL AND SECURED, WE CANNOT RULE OUT THE POSSIBILITY THAT OUR TRADING NAME, LOGO AND/OR ADDRESS WILL BE, OR HAS BEEN, USED TO TRY AND DEFRAUD THE PUBLIC THROUGH FALSE CORRESPONDENCE. THIS TYPE OF FRAUD MAY BE VIA EMAIL, TEXT MESSAGE OR BY USING A WEBSITE, ANY OR ALL OF WHICH PURPORT TO ORIGINATE FROM PEACH TECH LIMITED.

WE CANNOT PREVENT OTHER PARTIES FROM PROVIDING CUSTOMERS WITH FALSE, UNSCRUPULOUS AND MISLEADING INFORMATION OR WHICH, BY ANY OTHER MEANS, LEAD THEM TO BELIEVE THAT THERE HAS BEEN A CHANGE IN THE ESCROW BANK ACCOUNT AND PAYMENT DETAILS. **THE FACT THAT AN EMAIL OR MESSAGE OF ANY KIND APPEARS TO COME FROM PEACH DOES NOT, OF ITSELF, GUARANTEE THAT THAT MESSAGE IS LEGITIMATE. PEACH STRONGLY CAUTIONS THE PUBLIC** AGAINST SENDING FUNDS WHERE THEY HAVE BEEN ADVISED OF A CHANGE OF ACCOUNT DETAILS OR BEEN ADVISED OF DIFFERENT ACCOUNT DETAILS THAN THOSE FIRST ADVISED BY PEACH.

IN LIGHT OF THE ABOVE, WE WISH TO MAKE THE FOLLOWING EXPRESSLY CLEAR TO OUR CUSTOMERS AND THE GENERAL PUBLIC:

1. PEACH TECH LIMITED ONLY OPERATES BANK ACCOUNTS BASED IN THE REPUBLIC OF KENYA IN KENYA SHILLINGS AND USD.

2. OUR BANK ACCOUNT DETAILS WILL **NOT** CHANGE DURING THE COURSE OF A TRANSACTION.
3. ANY COMMUNICATION BY PHONE SHALL ONLY TAKE PLACE THROUGH OUR OFFICIAL MOBILE PHONE NUMBERS **+254715004488** AND **+254715004455**.
4. WE REITERATE THAT WE WILL **NOT**:
 - CONTACT YOU BY PHONE TO ADVISE YOU THAT WE HAVE CHANGED OUR BANK DETAILS OR,
 - ASK YOU TO SEND US YOUR BANK DETAILS BY ANY MEANS OTHER THAN OUR OFFICIAL EMAIL @PEACH-TECHNOLOGY.COM OR OFFICIAL MOBILE PHONE NUMBERS **+254715004488** AND **+254715004455**.

IF YOU DO RECEIVE ANY SUCH COMMUNICATION FROM ANY OTHER EMAIL ADDRESS, DO NOT SEND FUNDS OR OTHERWISE FOLLOW SAID INSTRUCTIONS AS THEY ARE LIKELY FRAUDULENT. IN THE EVENT THIS OCCURS, PLEASE **IGNORE THE COMMUNICATION** AND **NOTIFY** OUR OFFICES **IMMEDIATELY** VIA OUR OFFICIAL MOBILE PHONE NUMBER, FACEBOOK, TWITTER OR INSTAGRAM PAGE.

PLEASE NOTE THAT Peach Tech Limited will have no liability whatsoever for any and all losses and/or damages suffered by anyone who falls victim to such deception. Peach Tech Limited hereby disclaims all such correspondence and messages and warns its customers and the general public to disregard these and to exercise extreme caution at all times.

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If you have any questions about this Disclaimer, You can contact Us:

- By email: contact@peach-technology.com
- By visiting this page on our website: <https://peach-cars.com>
- By phone number: +254715004488 /+254715004455
- By mail: P.O. Box 2576, 00606 - Sarit Centre, **Nairobi**