

BeSoji Terms of Service

This document sets out the terms and conditions ("Terms") under which **BeSoji FZ-LLC** provides its vehicle inspection services ("Services"). By engaging BeSoji for any of our Services, you agree to be bound by these Terms. We recommend that you read them thoroughly before booking an inspection. If you do not agree with any part of these Terms or you are below the age of 18 years old, you should not proceed with placing an order for our Services.

1. Definitions and Interpretation

- 1.1. **"Buyer"** refers to the person or legal entity ordering the vehicle inspection services.
 - 1.2. **"Seller"** refers to the individual or entity selling the vehicle, who must provide access to the vehicle for inspection.
 - 1.3. **"Inspector"** refers to the individual contracted by BeSoji to conduct the inspection on behalf of the Buyer.
 - 1.4. **"Services"** refers to the vehicle inspection services provided by BeSoji.
 - 1.5. **"Order"** refers to the request made by the Buyer for the Services, which is subject to acceptance by BeSoji.
 - 1.6. **"Contract"** refers to the legally binding agreement formed between BeSoji and the Buyer upon acceptance of an Order.
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2. Scope of Agreement

2.1. Acceptance of Order

An order is considered accepted when BeSoji issues a written confirmation of acceptance via email or other electronic means. Until such confirmation is provided, no binding contract will exist between the Buyer and BeSoji.

2.2. Rejection of Order

BeSoji reserves the right to reject any Order at its sole discretion. Reasons for rejection may include, but are not limited to:

- (a) Resource limitations beyond BeSoji's control,
- (b) Errors in the description or pricing of the Services, or
- (c) Inability to meet the requested inspection deadline

2.3. Order Number Assignment

Upon acceptance of the Order, BeSoji will issue an Order Number. The Buyer must reference this Order Number in all future correspondence related to the Order.

3. Service Locations

3.1. Geographical Limitations

BeSoji provides vehicle inspection services exclusively within the United Arab Emirates (UAE). We may receive Orders from individuals or entities based outside of the UAE, provided they are not located in countries subject to trade sanctions or embargoes. However, we will not provide physical inspection services outside of the UAE.

4. Services Provided

4.1. Nature of Services

BeSoji offers a variety of vehicle inspection services, which are described on our website (www.BeSoji.ae/car-inspection). These services may include, but are not limited to, a comprehensive 625-point vehicle inspection, mechanical inspection, accident history report, and AI-generated repair cost estimates. Each inspection is carried out to the best of the Inspector's ability, but it remains primarily a visual, non-invasive assessment unless otherwise specified.

4.2. Private and Public Sales

The Buyer may request inspections for vehicles listed for sale through public platforms (e.g., online classifieds) or for private sales. In cases of private sales, the Buyer is responsible for obtaining the Seller's written consent to provide their contact details and vehicle information to BeSoji.

4.3. Seller Responsibilities

BeSoji does not verify whether the Seller has legal authority to sell the vehicle or whether they are the registered owner. The Buyer bears all responsibility for ensuring that the Seller has appropriate rights over the vehicle.

4.4. Reselling of Extended Warranty & Insurance

If BeSoji acts as a reseller of extended warranties or insurance, the contract for such warranties and insurances will exist between the Buyer and the third-party provider. BeSoji assumes no liability for the quality, fulfilment, or any disputes arising from the services provided by third parties.

5. Buyer's Obligations

5.1. Providing Required Information

The Buyer must provide all necessary information to allow BeSoji to conduct the requested inspection. This includes, but is not limited to, providing accurate vehicle details, the Seller's contact information, and the location for the inspection. If

incomplete or incorrect information is provided, BeSoji reserves the right to cancel the Order, in which case any fees paid may be retained.

5.2. Change Requests

If the Buyer wishes to change any details of the Order after it has been accepted, they must contact BeSoji immediately. BeSoji will notify the Buyer if the requested change is feasible and inform them of any changes to the price or delivery timeline. If the requested change is unacceptable to BeSoji, the Buyer may be given the option to cancel the Contract as per the conditions in Section 8.

5.3. Ensuring Safe and Accessible Inspection

The Buyer is responsible for ensuring that the vehicle is in a condition suitable for inspection, including but not limited to:

- (a) The vehicle being clean and dry,
- (b) Having valid number plates affixed,
- (c) Being in a roadworthy condition, and
- (d) Being accessible in a safe, open area.

If any of these conditions are not met, BeSoji may refuse to conduct a test drive or complete the inspection, without the obligation to issue a refund.

6. BeSoji's Right to Make Changes

6.1. Service Adjustments

BeSoji reserves the right to modify its Services to comply with changes in laws, regulations, or industry standards. In addition, minor procedural changes may be implemented to improve the quality or efficiency of the Services.

6.2. Notice of Changes

In cases where any changes affect the Buyer's Order, BeSoji will provide notice in writing. The Buyer will have the right to accept or reject material changes. If the Buyer rejects the changes, they may have the right to terminate the Contract under the provisions in Section 8.

7. Commencement and Delivery of Services

7.1. Commencement

BeSoji will commence the delivery of Services on the date specified in the Order confirmation, subject to the availability of the vehicle and other external factors.

7.2. Delays Beyond BeSoji's Control

If the provision of Services is delayed by events outside BeSoji's control (e.g., extreme weather, road traffic), we will notify the Buyer as soon as possible and take reasonable

steps to mitigate the delay. BeSoji shall not be liable for delays caused by such events. The Buyer may choose to reschedule the Order based on availability, or a refund for the service will be processed case by case basis solely on BeSoji's discretion.

7.3. Seller Unavailability and Buyer Notification

It is the Buyer's responsibility to ensure that the Seller is available at the pre-agreed location and time, with the vehicle in a safe and accessible condition for the inspection. In the event that the Seller is not available at the agreed time, BeSoji will offer the Buyer two options:

1. Reschedule the Inspection – The inspection can be rescheduled at no additional cost, based on the availability of BeSoji and the Inspector. However, rescheduling can only be done once. If the Seller is unavailable again at the rescheduled time, no further rescheduling will be permitted, and the inspection will be considered forfeited without any refund.
2. Partial Refund – If rescheduling is not suitable or desired, the Buyer will be offered a 50% refund of the inspection fee as compensation, recognizing that neither the Buyer nor BeSoji is at fault for the Seller's unavailability.

These options ensure fairness for both parties in the event of Seller unavailability.

8. Rights to Terminate the Contract

8.1. Buyer's Right to Cancel

The Buyer may cancel the Contract by notifying BeSoji no later than eight (8) business hours prior to the scheduled inspection time. If the cancellation is made within this period, the Buyer is entitled to a full refund. Cancellations made less than eight (8) hours prior to the inspection may result in forfeiture of the inspection fee, though BeSoji may offer a credit toward future services if informed 3 business hours in advance.

8.2. BeSoji's Right to Terminate

BeSoji reserves the right to terminate the Contract at any time if:

- (a) The Seller or Buyer fails to provide the necessary information for the inspection,
- (b) The inspection is interfered with, or
- (c) The Buyer fails to make payment when due.

In such cases, BeSoji may retain any fees paid and is not obligated to offer a refund.

9. Code of Conduct During Inspection

9.1. Zero Tolerance for Interference

BeSoji maintains a zero-tolerance policy for interference during inspections. The Seller,

Buyer, or any other party must not attempt to talk to, coerce, bribe, intimidate, or influence the Inspector's findings. If any form of interference occurs, BeSoji reserves the right to terminate the inspection immediately, without issuing a refund.

9.2. Professional Conduct

All interactions between the Buyer, Seller, and Inspector must remain professional and respectful. BeSoji reserves the right to suspend or terminate the inspection if the Inspector is subjected to bullying, harassment, or discrimination. In such cases, no refund will be provided.

10. Limitations of Liability

10.1. No Warranty or Guarantee

BeSoji provides its inspection services on an "as-is" basis, with no warranties, express or implied. The inspection report is based on the vehicle's condition at the time of the inspection and does not serve as a guarantee of the vehicle's future performance or condition.

10.2. No Liability for Third-Party Services

BeSoji is not liable for any damages, disputes, or issues arising from third-party services, including VIN Checks, extended warranties or insurance policies. The Buyer must resolve any issues directly with the third-party provider.

10.3. Limit on Damages

BeSoji's total liability, whether in contract, tort, or otherwise, is limited to the amount paid by the Buyer for the Services. BeSoji will not be liable for any consequential, indirect, or incidental damages, including but not limited to loss of profit, loss of business opportunity, or business interruption.

11. Payment Terms

11.1. Advance Payment

The Buyer is required to make an advance payment equivalent to 100% of the total price of the Services before BeSoji commences the provision of the Services. The Services will not begin until payment has been received in full.

11.2. Price Information

The price for the Services (inclusive of any applicable VAT or other taxes) will be as stated on the BeSoji website at the time of placing the Order. BeSoji takes reasonable care to ensure that all prices displayed are accurate. In the event of a pricing error, BeSoji reserves the right to notify the Buyer of the correct price and seek their confirmation before accepting the Order.

11.3. Changes in VAT

If the rate of VAT or any other applicable tax changes between the date the Buyer places an Order and the date the Services are provided, BeSoji will adjust the amount of VAT that the Buyer is required to pay, unless the Buyer has already paid for the Services in full prior to the change taking effect.

11.4. Pricing Errors

In the event that a pricing error is identified after an Order has been placed but before it is accepted, BeSoji will inform the Buyer of the correct price. The Buyer may either agree to pay the correct price or cancel the Order. If the Buyer chooses to cancel, BeSoji will provide a full refund. If the correct price is lower than the price quoted, BeSoji will charge the lower amount.

11.5. Accepted Payment Methods

BeSoji accepts payments made online via its website or via bank transfer. If paying via bank transfer, the Buyer is responsible for any fees incurred by their bank. BeSoji is not liable for any bank fees that may be charged as part of the transfer process.

12. Failure to Pay

12.1. Suspension of Services

If the Buyer fails to make any payment due to BeSoji by the specified deadline, BeSoji reserves the right to suspend the provision of Services until payment is received.

12.2. Termination of Contract

If the Buyer fails to make payment within one (1) day after receiving a payment reminder from BeSoji, BeSoji may terminate the Contract with immediate effect. In such cases, any amounts already paid will be retained by BeSoji, and no further obligations will be owed by either party under the Contract.

13. Liability Disclaimer

13.1. No Reliance on Inspection

The Buyer acknowledges that BeSoji's inspection report is based solely on the vehicle's condition at the time of the inspection. The report is not a warranty or guarantee of the vehicle's condition after the inspection. The Buyer must rely on their own judgment when deciding whether to purchase a vehicle. BeSoji is not responsible for any subsequent defects or issues that may arise.

13.2. Limitations of Inspection

The Buyer understands that the inspection is a visual and non-invasive assessment. BeSoji does not dismantle or remove any vehicle parts, and no advanced mechanical

tests are conducted unless explicitly agreed upon. Certain defects or issues, including intermittent problems or issues that are not apparent during a visual inspection, may not be identified.

13.3. Third-Party Liability

BeSoji is not liable for any issues arising from third-party services, such as repairs, warranties, or insurance products purchased based on the inspection report. Any disputes must be resolved directly between the Buyer and the third-party provider.

13.4. Exclusion of Certain Damages

BeSoji shall not be liable for any loss of profit, loss of business, business interruption, loss of data, or any indirect or consequential damages arising out of or in connection with the provision of its Services.

13.5. Cap on Liability

In the event that BeSoji is found liable for any damages or loss, the total liability is limited to the amount paid by the Buyer for the Services. This limitation applies to all claims, whether based on contract, tort, or any other legal theory.

14. Dispute Resolution

14.1. Good Faith Negotiations

In the event of any dispute between BeSoji and the Buyer arising from these Terms or the provision of Services, the parties agree to attempt to resolve the matter amicably through good faith negotiations.

14.2. Mediation and Arbitration

If the parties are unable to resolve the dispute through negotiation, the parties agree to submit the matter to mediation in accordance with the rules of the relevant mediation body in the United Arab Emirates. If mediation is unsuccessful, the dispute may be referred to binding arbitration under the rules of the Dubai International Arbitration Centre (DIAC). The arbitration shall be conducted in Dubai, and the language of arbitration shall be English.

14.3. Jurisdiction and Governing Law

These Terms, the Contract, and any disputes arising out of or in connection with them are governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates. The parties agree that the courts of Dubai shall have exclusive jurisdiction to resolve any disputes that are not resolved through mediation or arbitration.

15. Personal Information and Privacy

15.1. Use of Personal Data

BeSoji will only use the Buyer's personal information in accordance with its Privacy Policy, which is available at www.BeSoji.com. By using BeSoji's Services, the Buyer consents to the collection, use, and sharing of their personal information as described in the Privacy Policy.

15.2. Data Security

BeSoji takes reasonable measures to protect the Buyer's personal information from unauthorized access, disclosure, alteration, or destruction. However, BeSoji cannot guarantee the absolute security of any data transmitted via the internet, and the Buyer acknowledges that they provide personal information at their own risk.

16. Force Majeure

16.1. Definition

Neither party shall be held liable for any delay or failure to fulfill its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to acts of God, war, civil unrest, natural disasters, pandemics, strikes, governmental actions, or interruptions to power or telecommunications services.

16.2. Notice

The party affected by a force majeure event shall notify the other party as soon as reasonably practicable, providing full details of the event and its impact on their ability to perform their obligations under the Contract.

16.3. Termination

If the force majeure event continues for more than thirty (30) days, either party may terminate the Contract with immediate effect by providing written notice. In the event of termination under this clause, BeSoji will refund the Buyer for any Services not yet provided, minus reasonable expenses incurred by BeSoji up to the point of termination.

17. Miscellaneous Provisions

17.1. Assignment

BeSoji may assign or transfer its rights and obligations under these Terms to another entity. In such an event, BeSoji will notify the Buyer, and the assignment will not affect the Buyer's rights under the Contract. The Buyer may not assign or transfer their rights or obligations under these Terms without the prior written consent of BeSoji.

17.2. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court

or other competent authority, the remaining provisions shall continue in full force and effect.

17.3. No Waiver

Failure or delay by BeSoji in enforcing any right or remedy under these Terms does not constitute a waiver of that right or remedy. Even if BeSoji waives a default by the Buyer, it can still enforce any subsequent default.

17.4. Entire Agreement

These Terms, together with any documents referenced herein, constitute the entire agreement between the Buyer and BeSoji concerning the provision of Services. No other terms, conditions, or representations, whether verbal or written, shall form part of the Contract unless expressly agreed to in writing by BeSoji.

18. Contact Information

If you have any questions or concerns regarding these Terms or any aspect of our Services, please contact us using the following details:

BeSoji Customer Support

Phone: +971 56 817 8171

Email: hello@BeSoji.com

Website: www.BeSoji.com

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