

## 1. Introduction

These Terms and Conditions ("Agreement") govern your access and use of the Motoreast Dealer-to-Dealer Platform ("Platform"), owned and operated by Motoreast LLC. By registering for and using the Platform, you ("User") agree to comply with these terms. If you do not agree, you must not use the Platform.

## 2. Definitions

- "Platform": The online interface provided by Motoreast LLC to facilitate dealer-to-dealer vehicle transactions.
- "User": A registered dealer accessing and utilizing the Platform.
- "Transaction": Any activity resulting in the sale, purchase, or exchange of vehicles via the Platform.
- "Content": Information uploaded by Users, including vehicle listings, prices, and descriptions.

## 3. Motoreast's Role and Disclaimer of Liability

### 3.1. Limited Role:

- Motoreast LLC operates solely as a \*\*brokerage platform\*\* to facilitate communication and transactions between Users.
- Motoreast does not participate in, take ownership of, or assume responsibility for any transactions or disputes between Users.

### 3.2. No Liability for Transactions:

- Motoreast is not responsible for the quality, legality, ownership, condition, or accuracy of the vehicles listed on the Platform.
- All transactions are conducted directly between Users, and any disputes must be resolved between the buying and selling parties without involving Motoreast.

### 3.3. No Warranty or Guarantee:

- Motoreast provides the Platform "as is" without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
- Motoreast does not guarantee the success of any transaction or the accuracy of User-provided information.

## 4. User Responsibilities

### 4.1. Users are solely responsible for:

- Verifying the identity, credibility, and reliability of counterparties.
- Inspecting vehicles and confirming their suitability, condition, and compliance with legal and regulatory requirements before completing any transaction.
- Ensuring that all uploaded information, including vehicle details, pricing, and documentation, is accurate and truthful.

### 4.2. Users agree to indemnify and hold Motoreast harmless from any claims, damages, or losses resulting from their use of the Platform or their transactions.

## 5. Payment and Financial Transactions

### 5.1. Motoreast does not process or facilitate payments.

### 5.2. All payment terms are agreed upon directly between Users, and Motoreast is not liable for payment delays, non-payment, or fraudulent transactions.

## 6. Logistics and Delivery

### 6.1. Motoreast may suggest third-party logistics providers for vehicle transportation. However:

- Motoreast does not guarantee the performance, reliability, or timeliness of these providers.
- Any claims for loss, damage, or delays during transportation must be directed to the logistics provider.

### 6.2. The responsibility for arranging and paying for transportation lies with the Users, unless otherwise agreed between the parties to the transaction.

## 7. Platform Use and Conduct

### 7.1. Users agree not to:

- Upload false, misleading, or fraudulent content.
- Engage in any illegal, unethical, or prohibited activities through the Platform.

7.2. Motoreast reserves the right to suspend or terminate accounts violating this Agreement.

### 8. Indemnification

Users agree to indemnify and hold Motoreast harmless from all claims, damages, or losses arising from:

- Misrepresentation of vehicle information or condition.
- Non-compliance with applicable laws and regulations.
- Breaches of this Agreement.

### 9. Limitation of Liability

9.1. To the fullest extent permitted by law, Motoreast shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from or related to:

- Transactions conducted through the Platform.
- The use or inability to use the Platform.
- Disputes between Users.

9.2. Motoreast's total liability, in any case, shall not exceed the fees paid by the User to access the Platform within the last three months.

### 10. Governing Law and Dispute Resolution

10.1. This Agreement is governed by the laws of the United Arab Emirates.

10.2. Any disputes arising under or in connection with this Agreement shall be resolved through arbitration under the Dubai International Arbitration Centre (DIAC).

### 11. Termination

11.1. Motoreast reserves the right to terminate User access for breach of this Agreement.

11.2. Termination does not absolve Users of their obligations for any transactions initiated before the termination date.

### 12. Amendments

Motoreast may update these Terms and Conditions at its discretion. Continued use of the Platform after notification of changes constitutes acceptance of the revised terms.

### Acknowledgment

By registering and using the Platform, you acknowledge and agree that Motoreast LLC is not liable for any disputes, losses, or damages arising from your transactions.

Motoreast LLC

Effective Date: January 2025