

TERMS OF USE

These terms and conditions ("the Terms") govern your use of the classified ads section of this web site (the "ads section") owned and operated by Emcar Co Ltd ("Emcar").

Please read through the Terms. If you do not agree with the Terms, do not use this ads section. If you do use the ads section, your conduct indicates that you agree to be bound by the Terms.

Material submitted by you

By submitting an advertisement to Emcar you automatically agree to be bound by the present Terms.

Emcar reserves the right to, at any time and without any prior notice and any liability, modify or discontinue this ads section and its services or delete the data therein, whether temporarily or permanently. Emcar shall have no responsibility for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

Conditions of your use of this ads section

You must be at least eighteen years of age to view the Ads section of this ads section.

Exclusion of Emcar's liability

The information contained in this ads section is only for information purposes. Emcar makes no warranties or representations as to its accuracy or reliability. The material in this ads section does not constitute advice and you should not rely on any material in this ads section to make (or refrain from making) any decision or take (or refrain from taking) any action.

In no event do we accept liability of any description, including liability for negligence (except for personal injury or death), for any damages or losses (including, without limitation, loss of business, revenue, profits, or consequential loss) whatsoever resulting from performance of, use of or inability to use this ads section.

Emcar has not verified and is under no obligation to verify any of the products advertised in this ads section. Therefore, Emcar gives no warranties and/or representation, and accepts no responsibilities, as to the merchantability and/or fitness, for whatever purpose, of the products advertised in this ads section by any third party or Emcar itself.

The information in these pages may be updated from time to time and may at times be out of date.

We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so.

All users are advised to check advert details carefully before entering into any agreements of any kind. If in doubt, please seek legal advice.

Third party material and advertisements

In the event that you purchase or obtain any goods from a third party then your acquisition of such goods or services will be in accordance with the third party's terms and conditions and Emcar will have no liability to you in respect of same.

Your conduct

You are prohibited from posting or transmitting to or from this ads section any material:

1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
2. for which you have not obtained all necessary licences and/or approvals; or
3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Mauritius or any other country in the world; or
4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

Emcar shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of these Terms.

Data Protection and Privacy

Any details which you provide to us from which we can identify you are held and processed in accordance with the Data Protection laws in force in Mauritius.

When you use this ads section, you will have to provide us with personally identifiable information in order for us to provide you with personalized services such as managing your advertisements.

Emcar wishes to remind you that when you post information in the ads section, it will be in areas available to the public and be available to all visitors to the website. Our priority is to keep your personal information private and confidential and in accordance with the law. Emcar will not willfully disclose, rent or sell your personal information to third parties except as required by law or to protect its own interests but certain personal information will be available to others in the process of using the ads section of the website.

Once the personal information are posted, Emcar does not have control over, and will not take any responsibility for, the use of that information by other individuals.

Indemnification

You agree to indemnify and hold us and our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, and partners, harmless from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out

of your conduct in connection with the use of this ads section, your violation of these Terms or any other violation of the rights of another person.

Validity

If any term, condition, or provision of these Terms is determined to be unlawful, invalid, void, or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or impaired thereby.

Law governing the Terms

Use of this ads section and these Terms shall be subject only to the laws of Mauritius which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use.

Jurisdiction

The Courts of Mauritius shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with this ads section, its use and these Terms.

Entire Agreement

These terms constitute the entire agreement between you and Emcar relating to the subject matter herein.

Queries

If you have any questions or queries regarding any of the services or products featured please contact us.

Changes to the Terms and Conditions

We reserve the right to change any of the present Terms and Conditions at any time. You acknowledge that by browsing our ads section, you agree to the Terms and Conditions in their most current form.