

EAZYCAR AUTO-SERVICE LIMITED

TERMS AND CONDITIONS FOR PLAN SUBSCRIPTIONS, SERVICES, AND FINANCING

Effective Date: [1st June, 2026]

Last Updated: [8th September, 2026]

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE, SUBSCRIBING TO ANY PLAN, OR APPLYING FOR FINANCING. THIS DOCUMENT GOVERNS YOUR RELATIONSHIP AND TRANSACTIONS WITH EAZYCAR AUTO-SERVICE LIMITED AND IS LEGALLY BINDING.

1. INTRODUCTION AND ACCEPTANCE

1.1 *Scope of Agreement:* This document (together with any documents mentioned herein, including our Privacy Policy) sets out the terms and conditions (the "Terms") governing your use of our website, mobile applications, the purchase and use of our vehicle service plans ("Plans"), and the application for and use of our car service-loan facility ("Loan Facility"). These Terms form a binding agreement between you and Eazycar Auto-service Limited ("Eazycar," "we," "our," or "us").

1.2 *Acceptance:* By using our website, placing an order for any Plan, or applying for the Loan Facility, you hereby consent to and agree to be bound by these Terms and our Privacy Policy. If you do not agree to all the Terms, do not use our website or services.

1.3 *Electronic Agreement:* By proceeding, you agree that these Terms form a binding agreement and waive any notice requirements for the same. No exchange of signed paper copies is required for these Terms to be enforceable.

1.4 *Amendments:* These Terms and our Privacy Policy may be amended. It is your responsibility to regularly review them. The Terms in force at the time you use our services or form a contract shall be the applicable ones. We reserve the right to modify or withdraw our website at any time without liability to you.

1.5 *Definitions:* "You" or "your" refers to the user of our website, the purchaser of a Plan, or the applicant for the Loan Facility. "Website" means eazycar.com.ng, any other URL operated by us, and our mobile applications.

2. ELIGIBILITY AND USE OF OUR WEBSITE

2.1 Eligibility: By using our website or placing an order, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts. For Plan subscriptions, your vehicle must fall within the specified Year, Region, and Vehicle Type. For Loan Facilities, you must be 21 years of age or older, of sound mind, and have a legal source of income.

2.2 User Undertakings: By using our website, you undertake:

- To use the website exclusively for legitimate enquiries or orders.
- Not to make any speculative, false, or fraudulent enquiries or orders. We shall be entitled to cancel such orders and inform relevant authorities.
- To provide correct and accurate contact and personal details.
- Not to misuse this website by introducing viruses, or engaging in data mining or any similar activity.
- Not to use this website in any way that is damaging, impacts user access, or contravenes applicable laws.

3. PLAN SUBSCRIPTIONS AND PURCHASE

3.1 Invitation to Treat: The information on our website does not constitute an offer for sale, but an invitation to treat. A contract for any Plan will only be formed when you complete a purchase, and we send you a confirmation of purchase.

3.2 Plan Terms: By purchasing a Plan from this website, you enter into a contract with us on these Terms and on the specific terms contained in the individual plan description (the "Plan Contract"). The Plan Contract includes details such as coverage scope, triggers, and exclusions.

3.3 Plan Activation: All Plans may require a mandatory pre-inspection by an EazyCar certified mechanic to document pre-existing vehicle conditions. A one-time registration fee may apply.

3.4 Service Providers: EazyCar reserves the right to assign services to any of our certified partner workshops or mobile mechanics. You may not demand service from a non-EazyCar affiliated workshop unless we provide prior written consent.

4. PRICE AND PAYMENT

4.1 Plan Pricing: The price of any Plan will be as stipulated on our website. Prices are liable to change, but changes will not affect orders we have already confirmed. Payment is strictly based on the frequency listed for each Plan (e.g., Weekly, Monthly, Bi-Annual) and is due on the same date each cycle.

4.2 Payment Method: Payment can be made by Visa, Verve, and Mastercard. By providing payment details, you confirm that the card is yours or you are authorized to use it. We are not liable for delays if your card issuer fails to authorize payment.

4.3 Pricing Errors: If we discover an error in the price of a Plan you have ordered, we will inform you and give you the option of reconfirming at the correct price or cancelling. If unable to contact you, the order will be treated as cancelled and you will receive a full refund. We are under no obligation to provide the Plan at an incorrect lower price, even after confirmation.

4.4 Late Payment for Subscriptions:

- A grace period of 3 days is granted for late payments.
- If payment is not received after the grace period, the Plan will be suspended immediately.
- Reactivation requires payment of all outstanding arrears plus a reactivation fee of 5,000 Naira (or equivalent).
- EazyCar reserves the right to pursue legal action for recovery of unpaid fees and to send the account to a third-party collection agency.

5. THE CAR SERVICE-LOAN FACILITY

5.1 Application and Approval: Your application for a Loan Facility is subject to Eazycar's approval. We reserve the right to conduct a credit assessment and verify your information with third parties, including credit bureaus. By applying, you expressly consent to this.

5.2 Disbursement: The loan sum shall be paid directly to the bank account of your preferred or approved car service technician/workshop.

5.3 Repayment: You covenant to repay the loan as and when due. The repayment sum shall be calculated as the principal plus monthly interest and repaid in equal monthly instalments. Interest is charged on a fixed percentage basis monthly, subject to review as communicated.

5.4 Repayment Methods: You consent that settlement of monthly repayments is automated and shall be deducted at source from your employer's payroll, via direct debit (e.g., using Remita) or via your debit card. You undertake to keep your designated bank account unchanged and sufficiently funded.

5.5 Default and Recovery: In the event of default:

- We may report the delinquent loan to relevant authorities, including the FRSC, NPF, and the CBN through the Credit Risk Management System (CRMS).
- We have the power to activate a global standing instruction (GSI) to set-off your indebtedness from any funds in any bank account or financial assets you hold.
- You agree to reimburse us for all out-of-pocket costs incurred in the recovery process, including legal fees.
- You agree that we may apply repayments to interest, fees, and legal costs before the principal amount.
- You agree that your guarantors or next of kin shall be held liable for your indebtedness in the event of your death or permanent incapacitation.

6. PLAN SPECIFIC COVERAGES AND EXCLUSIONS

The specific coverage for each Plan are detailed below. In all cases, the Plan is subject to its specific terms and the general exclusions outlined in Section 7.

(I) PAY SMALL-SMALL

- Payment: Weekly/Monthly (15,000)
- Coverage: Engine Oil & Oil Filter
- Trigger: Mileage based or Duration (Monthly, Bi-Monthly, 3-Months)
- Exclusions: Does not cover labor if outside the service zone, nor synthetic oil upgrades (extra charge).

(II) WHEN-E-REACH

- Payment: Monthly (20,000)
- Coverage: Engine Oil, Oil Filter, Spark Plugs, Air Filter, Brake Pads
- Trigger: Bi-Monthly, 6 Months, or 5,000 Miles (whichever comes first)
- Exclusions: Does not cover brake discs or calipers. Odometer tampering voids the plan.

(III) WHEN-E-SPOIL

- Payment: Monthly (20,000)
- Coverage: Steering & Suspension, A/C, Brake Calipers/Disks, Clutch & Drivetrain
- Trigger: Bi-Annual or by Inspection.

- Condition: A "Wear and Tear" plan. Parts are replaced only when they fail inspection. Cosmetic rust or minor squeaking is not covered.
- Exclusions: Damage from off-road driving, racing, or accidents.

(IV) WHEN-E-STOP

- Payment: Monthly (20,000)
- Coverage: Electrical & Cooling Components (e.g., Fuel Pump, Alternator Belt, Radiator Hose, Water Pump)
- Trigger: Bi-Annual / 6 Months.
- Condition: An "Electrical Breakdown" plan.
- Exclusions: Does not cover battery, starter motor, alternator core, or damage from water ingress, floods, or fire.

(V) WHEN-E-SCATTER

- Payment: Monthly (15,000 Regular / 20,000 Luxury)
- Coverage: Body Parts (Bumpers, Fenders, Doors, Lights, Windshields, Mirrors)
- Trigger: Accident Based (Post-Incident).
- Important: This is a body repair plan, not a general insurance policy. You must report the incident within 48 hours.
- Exclusions: Does not cover "Acts of God," paint mismatch due to age, or mechanical damage from the accident.

(VI) WHEN-I-LIKE

- Payment: Monthly (10,000)
- Coverage: Consumables (Wiper Blades, Bulbs, Wheel Rims, Refilling Gas)
- Trigger: Demand Based (On Request).
- Exclusions: Does not cover complete A/C overhauls or tire replacements.

(VII) AS-E-DEY-HOT

- Payment: Monthly (20,000)
- Coverage: Aesthetic Overhaul (Panel Beating, Respray, Interior Redressing)
- Trigger: Yearly or by Inspection.
- Condition: Vehicle must be delivered to our workshop for 7-14 working days.
- Exclusions: Mechanical parts are not covered. Extensive structural rust requires additional charges.

(VIII) CARRY GO

- Payment: Monthly (50,000)
- Coverage: ECU, Control Modules, Keys, Convertible Kits, ABS Modules
- Trigger: On Inspection and Order.
- Condition: A specialized electrical repair plan requiring diagnostic scanning.
- Exclusions: Does not cover wiring harnesses or software reprogramming for non-standard modifications.

7. GENERAL EXCLUSIONS (APPLICABLE TO ALL PLANS)

The following are NOT COVERED under any EazyCar Plan:

- Consumables: Engine coolant, brake fluid, power steering fluid, gear oil, and tyres.
- Modifications: Aftermarket modifications (LPG kits, non-standard sound systems, LED conversions).
- Negligence: Damage caused by over-revving, ignoring dashboard warning lights, using the wrong fuel type, or lack of maintenance.
- Seized Engines: Engine seizure due to lack of lubrication is explicitly excluded.
- Consequential Loss: Loss of use, loss of income, or rental costs during the repair period.
- Inconvenience: Delays caused by parts availability, shipping, or customs clearance.

8. CUSTOMER OBLIGATIONS

8.1 *Maintenance History:* You must maintain the vehicle in a roadworthy condition. Failure to change your engine oil regularly may void the "WHEN-E-SPOIL" and "CARRY GO" plans.

8.2 *Access:* You must provide EazyCar technicians with reasonable access to the vehicle during business hours (8:00 AM – 5:00 PM).

8.3 *Claim Procedure:* To request service, you must log in to the EazyCar App or call the support line and provide a clear description of the fault.

8.4 *Notification:* You must immediately notify Eazycar of any change in circumstances, service vendor, employment (e.g., transfer, resignation, termination), or any material adverse change in your personal cash flow.

9. TERMINATION AND CANCELLATION

9.1 *By User*: You may cancel your Plan subscription after the minimum duration period with a 30-day written notice. No refunds are given for partial months.

9.2 *By EazyCar*: EazyCar reserves the right to terminate this agreement immediately if:

- The User provides false information.
- The User is abusive to EazyCar staff or engages in illegal conduct.
- The vehicle is written off or declared a total loss.
- For Loan Facilities, you default in repayment of any principal or interest due.

10. INTELLECTUAL PROPERTY

You acknowledge that all copyright, trademarks, and other intellectual property rights in all material or content on our website remain vested in us or our licensors. You may not modify, copy, reproduce, publish, or commercially exploit any of the contents without our prior written consent.

11. LIABILITY AND DISCLAIMERS

11.1 *"As Is" Basis*: This website and the Plans are provided "as is" and without warranties of any kind. We disclaim all warranties, express or implied, to the fullest extent permissible by law.

11.2 *Limitation of Liability*: Neither Eazycar nor its directors, officers, employees, or agents shall be liable for any direct, incidental, special, or consequential damages arising from the use of this website, the Data Protection Policies, or the performance of any Plan, unless such action was caused by our wilful conduct.

11.3 *Consequential Loss*: EazyCar is not liable for any loss of use, loss of income, or rental costs during the repair period.

11.4 *Links*: We accept no liability for the content or loss or damage arising from the use of third-party links on our website.

12. INDEMNITY

You agree to indemnify and hold Eazycar, our affiliates, officers, directors, agents, and employees free from any claim or demand, including reasonable legal fees, related to your breach of these Terms, your use of the website, or your default under any Plan Contract or Loan Facility.

13. FORCE MAJEURE

We will not be liable for any failure to perform or delay in performance of our obligations caused by events outside our reasonable control, including but not limited to strikes, war, fire, flood, epidemic, or acts of government.

14. COMMUNICATIONS AND NOTICES

14.1 *Electronic Communications*: By using our website and services, you accept that communication with us will be mainly electronic. We will contact you by e-mail or by posting notices on our website. For contractual purposes, you agree that all communications we provide electronically comply with any legal requirement that such communications be in writing.

14.2 *Notices*: All notices given by you to us should be given via email to hello@eazycar.com.ng. We may give notice to you at the e-mail or postal address you provide. Notice will be deemed received immediately when posted on our website, 24 hours after an e-mail is sent, or three days after posting a letter.

15. GOVERNING LAW AND JURISDICTION

These Terms and the Contracts for the purchase of Plans or the Loan Facility will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any dispute arising from or related to these Terms shall be subject to the non-exclusive jurisdiction of the Nigerian courts, subject to the dispute resolution process below.

16. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be resolved through:

1. Mediation: In-house resolution within 14 days.
2. Arbitration: If unresolved, the dispute shall be referred to a single arbitrator appointed by the Lagos Multi-Door Courthouse (LMDC), and the decision shall be final and binding.
3. Jurisdiction: This Agreement is governed by the laws of the Federal Republic of Nigeria.

17. GENERAL PROVISIONS

17.1 *Waiver*: If we fail to insist upon strict performance of any of your obligations, it shall not constitute a waiver of such rights.

17.2 *Severability*: If any provision of these Terms is determined to be invalid or unenforceable, such provision shall be severed, and the remaining terms shall continue to be valid to the fullest extent permitted by law.

17.3 Assignment: We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under this Agreement.

ACKNOWLEDGMENT

By using our website, subscribing to a Plan, or applying for the Loan Facility, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

Signature: _____

Date: _____

EazyCar Representative: _____
