

General Terms & Conditions of Use for Importers

Japan Africa Car Exporters Association (We hereinafter) operate the internet automobile transaction site Japan Car Exporter (The site hereinafter) specifically targeted at the people living in Africa. Summarized below are general terms and conditions of use which importers (You hereinafter) have to read carefully before you use the site to import/buy a car listed in the site.

<Eligible Users>

The site is operated specifically for the people living in African nations. Primary users are consumers and importers of cars from Japan in the nation.

We cannot, nevertheless, reject the registration from the other part of the world, and the communication is made directly between you and the Japanese exporter in this case. We cannot offer to those users our services provided by our local office including a customer support center located in Nairobi, Kenya.

<Registration>

You have to register your profile information, such as your country, your name, your company name, address, phone number, mail address, and so on, which are specified in the registration form if you want to buy a car in the site. If any change happens in the information you registered, you must renew it as soon as possible so that we may not act based on incorrect information. You can also delete your registration for yourself any time under your responsibility and then we will stop any service for you.

<Protection of profile information>

We use your profile information only for our services to fulfill your requests and anonymous analysis and report to improve our services. We do not disclose the information to any third party without your permission.

<Deletion>

We will delete the registration if we see following acts without prior notification to you. We will stop any service for you, and we are not liable for any damage or disadvantage you may suffer from by the deletion.

- Registration with false or fictional information
- Violation of the agreement between you and us
- Disagreement with the agreement, terms and conditions
- Delinquency
- Obstructive acts for our service offerings
- Crime or violation of a law
- Abuse of the site or use for the other purposes than the agreement
- Other unfavorable acts worth deletion judging from the social practices

<Our Services>

We offer following services

- Listing available cars which the Japanese exporters with which we have a contract have prepared as inventory.
- Answer to your basic questions in regard to import of cars, use of the site, etc. through the Call Center.
- Investigation of the exporter which you are interested in
- Answer to your questions in regard to the details of the car you are interested in after investigation/confirmation through the Call Center and Support Center in Japan.
- Support for negotiation with the exporters in regard to price, and the other purchase conditions.
- Support for contract
- Mediation of payment and the report to the exporter for quick shipment of the car (We guarantee payment to the exporter as soon as you remit to our bank account of the bank in Kenya.)
- Communication for the other transaction matters

We may change or improve these services or the contents of the services at our discretion, and the changes are notified on the site each time changes are made.

<Fee>

You must pay predefined fees if you use the site and get our services. See the fee list before you begin to use the site.

< Liability >

We are not liable for any damage you may suffer from caused by followings:

- Internet system trouble or communication system trouble
- Inaccurate or erroneous information provided by the exporters or by you
- Unlawful access and the leakage of the information despite of our sufficient security measure
- Any trouble caused by natural disaster
- Agreement between you and the exporter

We are liable for any loss which occurs in the process from the confirmation of the money remitted to our bank account to the remittance to the bank account of the exporter within the limit of the amount paid by you.

<End of Service >

We can discontinue the operation of the site and all the related services at our discretion. We are not liable for any loss or disadvantage you may suffer from by the discontinuance.

<Revision of the Terms & Conditions >

We can revise the Terms & Conditions at our discretion by the notification on the site if we think it is appropriate.

<Governing Law and Jurisdiction >

The law of Japan governs these rules, terms and conditions and the the Tokyo District Court has exclusive jurisdiction as a court of first instance.