

# BeSoji Terms Of Service

Please read the following terms and conditions carefully. These terms and conditions are a contract between you and BeSoji FZ-LLC (BeSoji). By visiting our website at [www.besoji.com](http://www.besoji.com) or booking any of our services, you are agreeing to be bound by these terms and conditions. The rights and obligations in your agreement with BeSoji are personal to you, and not transferable to another party. You must be at least 18 years old to order an inspection with BeSoji. If you are under 18 years old or if you do not agree to these Terms and Conditions.

- **1. Nature of BeSoji Inspections** When you place your order with BeSoji, you are hiring us to evaluate the overall condition of the designated vehicle, based on what our inspectors can subjectively observe. BeSoji inspectors use ramps if feasible but do not use hoists or tools or dismantle the vehicles. The BeSoji service is a visual inspection of all reasonably accessible items only, and some problems may not be observable during the inspection. The BeSoji inspector will attempt to test drive the vehicle, but if this is not feasible, a test drive will not be conducted. Once the inspection is completed, you will receive the inspector's report, along with a package of photographs of the vehicle via email and/or WhatsApp.
- **2. BeSoji Service Limited to Inspection** BeSoji performs inspection services only. BeSoji is not affiliated with the seller of the vehicle and does not take a position on whether you should, or should not, purchase the vehicle. BeSoji does not verify that the seller has the legal right to sell the vehicle. BeSoji is not responsible for any representations made by the seller or any other party. Our self-booking platform allows you to set a time with the seller for inspection. It is your responsibility to notify the seller that an inspection may take up to 1.5 hours (including a travel delay buffer) and a test drive also needs to be done.

In the event that a booking has been made and BeSoji does not receive sufficient time and/or space to undertake the inspection, BeSoji reserves the right to decide whether to reschedule the inspection or cancel the inspection. In the event of a cancelled booking, BeSoji reserves the right to decide whether or not to refund the amount.

- **3. Inspection Is Not An Insurance Policy or Warranty** An inspection does not act as a warranty or as an insurance policy for any vehicle. You acknowledge and agree that if you purchase any vehicle inspected by BeSoji, you are fully responsible for all costs for repairs and maintenance on your vehicle, whether or not covered by any other insurance policy or warranty. You acknowledge and agree that the decision to purchase any vehicle

remains your own responsibility and that you are responsible for determining whether a vehicle is under warranty or properly insured.

- **4. Vehicle Remains "As Is"** Because the vehicle being inspected is a "used" vehicle, you agree that, even after inspection, you will be purchasing the vehicle in an "as is" condition, unless otherwise warranted by the seller. Because a vehicle's condition may change between the time the inspection is conducted and the actual purchase of the vehicle, we recommend having the inspection completed as close in time to the purchase as possible. The BeSoji report is not a substitute for any safety or emissions inspection that may be required by applicable UAE laws. You acknowledge and agree that the BeSoji inspection does not create any warranty for any vehicle you may purchase unless specified specifically and that your right to recover for any defects in the vehicle, whether or not disclosed in the BeSoji report, is limited to any warranty the seller may offer.
- **5. Factors Affecting Inspections** BeSoji inspections may be affected by weather and light conditions, as well as the cleanliness of the vehicle, both inside and out, at the time of the inspection. Many external factors, beyond our control, can reduce the accuracy of the inspection, making things such as repainting and body work difficult to detect with the naked eye. For the most accurate inspection report, the vehicle must be clean, dry and situated in well-lit location at the time of inspection. However, BeSoji does not agree to take any steps or actions affecting the vehicle's condition at the time of the inspection. BeSoji strongly suggests that you contact the seller and make all necessary accommodations to ensure that the vehicle is as clean as possible and available in a suitable location for an inspection.
- **6. LIMITATION OF LIABILITY ALL SERVICES FROM BESOJI ARE PROVIDED ON AN "AS IS, WITH ALL DEFECTS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THESE TERMS OR IN ANY DESCRIPTION OF PRODUCTS OR SERVICES IN THE SERVICES CONSTITUTES A REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS OR SERVICES. YOU ACKNOWLEDGE, BY YOUR USE OF THE SERVICES, THAT SUCH USE IS AT YOUR SOLE RISK. YOU AGREE THAT BESOJI'S LIABILITY IS LIMITED TO REFUNDING THE PRICE YOU PAY FOR THE BESOJI INSPECTION.**

**IN NO EVENT WILL EITHER BESOJI OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANY VEHICLE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR**

**OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

- **7. Cancellation** Once your order is placed, all sales are final. BeSoji may decline to undertake the requested inspection, in which case your prepaid inspection fee will be promptly refunded. Refunds take between 7-10 working days. However, you cannot cancel your order for a refund.
- **8. Unforeseeable Circumstances** You agree that if BeSoji is prevented from the performance of the inspection or report due to circumstances or causes beyond its control, such as computer malfunctions, restrictive laws or regulations, labor disputes, or acts of God, BeSoji is excused from further obligations. BeSoji, in its sole discretion, may cancel or reschedule such an inspection.
- **9. Refund Policy after Inspection Report** If you believe there are inaccuracies in the inspection report, you must submit them to us (emailed to [hello@besoji.com](mailto:hello@besoji.com)) within seven (7) days for consideration of a refund, include pictures and specific details addressing the issue(s). Due to the complex mechanical nature of automobiles and factors that may affect their continued performance, all submissions must be received by BeSoji within seven (7) days of the report being delivered to you. We reserve the right to reinspect the vehicle before a decision of refund is made.
- **10. Endorsements** Links provided from our website, [besoji.com](http://besoji.com), to another website, are not endorsements.
- **11. Contact Information** All customer service communications to BeSoji must be addressed to [hello@besoji.com](mailto:hello@besoji.com).
- **12. Privacy** At BeSoji, we care about our customers' privacy. BeSoji's collection and use of any information is described in and governed by the Privacy Policy unless otherwise stated. By purchasing a vehicle inspection through BeSoji you will be providing certain personal information to us. BeSoji will only share your information with our affiliates to carry out the intent of the service you purchased from us or to present you special offers or incentives from our affiliates. We will not share your information with an unaffiliated third party unless we are required to do so by law.
- **15. Communications with Inspectors** You agree to communicate only with BeSoji about your inspection and to not contact any inspector directly. If you attempt to contact the inspector without BeSoji's consent, or attempt to remove BeSoji from the inspection process, BeSoji takes no responsibility of the consequences.

- **16. Severability** If any section of this agreement is found by competent authority to be invalid, illegal or unenforceable in any respect and for any reason, the validity, legality and enforceability of the unaffected remainder of such section and the remainder of the agreement will continue in effect.
- **18. No Third Party Inspections** By purchasing a BeSoji inspection, you agree that you are purchasing the inspection for your own use and will not resell the inspection to third parties or use the inspection other than for your own evaluation of the vehicle being inspected.