

## Visitors Agreement

If your goal is to sell a new/used cars or to buy new/used cars of your choice of your brand then CARS.BT is here to assist you in doing exactly that. By registering with [www.cars.bt](http://www.cars.bt) , you are confirming that you have read this agreement of your use of the site and agree to abide by the same. CARS.BT may revise this agreement at any time by updating it. You should visit this page from time to time to review this agreement, because this agreement constitutes your binding obligations towards CARS.BT. This user/visitors agreement is effective upon acceptance in registration for new registering users. CARS.BT may modify the user/visitors agreement at any time by posting the modified terms on the site. All modified terms shall automatically become effective thereafter they are posted on the site and any subsequent use of the site shall be governed by such modified terms. If any clause of the user/visitors agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the user/visitors agreement.

You must read, agree with and accept all of the terms and conditions contained in this user/visitors agreement, which include terms and conditions expressly set out below and those incorporated by reference, before you may become a user of CARS.BT.

**Please note:** underlined words and phrases are links to the pages and websites. By accepting this user/visitors agreement, you also agree that your use of websites of our additional and partner will be governed by the user/visitors agreement posted on those websites.

### 1. Registration (FREE)

To obtain access to CARS.BT services, you will be given an opportunity to register with CARS.BT for free of cost. As part of the registration process, you will be required to enter a valid e-mail address and a user name and a password will be mailed in given e-mail address. You agree that the information you supply during that registration process will be accurate and complete and that you will not:

- (i) register under the name of, nor attempt to enter the service under the name of, another person; nor will you.
- (ii) adopt a user name that CARS.BT, in its sole discretion, deems offensive. You will be responsible for preserving the confidentiality of your password and will inform the CARS.BT Customer Service Manager at cars.bt2016@gmail.com or call at 02-365340 of any known or suspected unauthorized use of your account.

Here at CARS.BT, we work hard in making the process as simple and quick as possible for you. We have two (2) different users where one is for NEW CARS, which is for the company dealers who import and sell new cars in Bhutan but everyone can use this if you are planning to buy new car and the other one is for USED CARS, which is for all the individuals who are willing to sell their used cars to other and every one can use our website who are opting to buy new/used cars.

#### **a. For New Cars**

The company dealers don't have to create their own account because we the CARS.BT will create account for them in order to avoid other people from misusing the company's name and will mail them the user name and the password. Later the authorized person of the particular company dealers can change the password.

#### **b. For Used Cars**

You can create your own account and upload cars information in a matter of minutes just by going online and following the registration process. While registration individuals need to give their real e-mail id and the password will be automatically mailed in your e-mail.

With our online website you provide buyers with a complete list of detailed information about your vehicle, including the pictures of your vehicles. Providing pictures of your vehicle is a great way to attract buyers. It allows for buyers to be reassured that your car looks and is in the exact condition of what you have stated in CARS.BT website. This is where customers will be sure of their choice and also with the help of our website customer can directly send mail or directly contact owner of the vehicle for enquiry or for booking of the vehicles either new or used cars.

## **2. Use of our Website (CARS.BT)**

Our online website that is CARS.BT can be used by anyone who has interest to get information on different brands of vehicle available in Bhutan. Our website can be used by those who have registered with CARS.BT by uploading their vehicle to sell either new/used cars and also can be used by those who want to buy new/used cars. CARS.BT can be used by those who have not registered but still want to find the following information like:

### **a. Important thing to keep in mind while buying a used car**

Explains you about certain procedures you need to follow, so you don't land up in any sort of trouble later, whether legal or technical. For more information click at the given link

<http://cars.bt/newcars/buying-a-used-car/>

### **b. Insuring your car**

If you want to be prepared for any risks while driving your car, make sure its insured. Insurance companies in Bhutan offer two types of insurance, Comprehensive and Third Party insurance. If you have availed a loan from a financial institution, your vehicle should be fully insured with a comprehensive policy. However, once you have liquidated all your loans, you can opt for a Third party policy. For more information click at the given link <http://cars.bt/newcars/insuring-your-car/>

### **c. Passenger vehicles**

Will give you information like what are passenger vehicle, rules and regulation which passenger vehicle's owner/driver has to follow. For more information click at the given link

<http://cars.bt/newcars/passenger-vehicles/>

### **d. Registering your vehicle**

Will provide the information on process to get

- Learner License/ License to drive
- Blue Book or the registration certificate
- Driving license

For more information click at the given link <http://cars.bt/newcars/registering-your-vehicle/>

### **e. Vehicle Import Tax**

There are different taxes imported on vehicle and to know the detail of types of taxes levied on vehicles click at the given link <http://cars.bt/newcars/vehicle-import-tax/>

#### **f. Vehicle Loans**

If you want to buy your dream car and you are stuck with low finance then don't worry you can avail loan from different financial institutions. For detail click at the given link

<http://cars.bt/newcars/vehicle-loans/>

#### **g. Vehicle care and maintenance tips**

Whether its new/used cars once you own it you need to maintain your vehicle and for vehicle care and maintenance tips click at the given link <http://cars.bt/newcars/vehicle-care-and-maintenance-tips/>.

#### **h. Dzongkhag Workshops**

Cars.bt gives information on workshops located in different dzongkhags for your assistance.

Visit our website at [www.cars.bt](http://www.cars.bt) for more information.

**While using this website you also agree, undertake and confirm that your use of this website shall be strictly governed by the following essential principles:**

- "Your Information" is defined as any information you provide to us or to the other users of the site in the registration, buying or selling, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act as a passive channel for your online distribution and publication of Your Information.
- Your Information or details of any cars you have uploaded for sell or to buy on the Site:
  - a. shall not be false, inaccurate or misleading;
  - b. shall not be fraudulent or involve the sale of fake or stolen cars;
  - c. shall not violate any third party's logical property, trade secret or other proprietary rights or rights of publicity or privacy; and
  - d. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any car, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rules and regulation or guideline for the time being in force.

- You agree to supply us with your information so we can use it for the purpose of the site and agree that we are not violating any rights you might have in Your Information. Cars.bt will only use your information in accordance with the User Agreement. You hereby understand and agree that the website may use your information to identify potential members of the website with whom you may have a beneficial relationship (including car dealers or potential buyers). Further, you acknowledge, authorize and consent to Cars.bt sharing your information with car dealers or potential buyers. You further acknowledge and agree that you will always be compliant with the cars.bt's User Agreement.
- You represent and confirm that you shall be the sole and exclusive legal owner of all cars that you wish to offer for sale on the website or shall have complete rights with respect to such cars given on you by the legal owner of such cars in writing and you will have the full authority in law to dealing and offer for sale or to opt for buying such cars.
- In the event that any transaction or attempted transaction relating to any car or service which is violative of this User Agreement or applicable law comes to your knowledge, you shall take all steps to inform cars.bt of the same. You may contact Cars.bt by sending mail to [cars.bt2016@gmail.com](mailto:cars.bt2016@gmail.com) or call at 02-365 340.
- You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of any car or services being sold or purchased on this website.
- From time to time, you shall be responsible for providing information relating to the cars proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such cars so as to mislead other users in any manner.
- You should provide your real name and the contact detail and not to manipulate the information or not to mislead the other users.
- You further agree, undertake and confirm that while providing Your Information on the website you shall not host, display, upload, modify, publish, transmit, update or share any information that -
  - a. belongs to another person and to which you do not have any right to;

- b. is grossly harmful, harassing, improper, defamatory, sin, pornographic, invasive of another privacy hateful, ethnically offensive, disapproving, relating or encouraging money filtering or gambling, or otherwise unlawful in any manner whatever;
- c. may harm minors in any way;
- d. violate any patent, trademark, copyright or other third party proprietary rights;
- e. violates any law for the time being in force;
- f. deceives or misleads cars.bt, website and/or users about the origin of such messages or communicates any information which is grossly offensive or threatening in nature;
- g. imitate any other person;
- h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
- i. threatens the unity, integrity, defense, security or sovereignty of Bhutan, friendly relations with foreign states, or public order or causes encouragement to the commission of any known offence or prevents investigation of any offence or is insulting any other nation.

### **3. Platform for Communication**

The website ([www.cars.bt](http://www.cars.bt)) is only a site where different users can interact with one another for their transactions. Cars.bt is not and cannot be a party to or control in any manner any transaction between two users of the site.

#### **Therefore Cars.bt:**

- a. is not responsible for any non-performance or breach of any contract entered into between two or more users. Cars.bt cannot and does not guarantee that the concerned Users will perform any transaction concluded on the Site. Cars.bt shall not and is not required to mediate or resolve any dispute or disagreement between Users.
- b. does not make any representation or warranty as to the attributes (such as quality, worth, condition, etc.) of the cars or services proposed to be sold or purchased on this website. In particular, cars.bt does not completely or explicitly support or

endorse the sale or purchase of any cars or services on this website. Cars.bt accepts no liability for any errors or lapses, whether on behalf of itself or third parties.

- c. This website (www.cars.bt) is a channel of communication whereby the users can reach a larger base to buy/sell new/used cars or associated services. Cars.bt is only providing a platform for communication and it is agreed that the contract for sale of any of the cars shall be a strictly bipartite contract between the seller and the winning buyer. At no time shall any right, title or interest over the cars vest with cars.bt nor shall cars.bt have any obligations or liabilities in respect of such contract. Cars.bt is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of cars which are out of stock or otherwise unavailable. All cars are offered only for a restricted time and only for the available supply.
- d. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the other users that you transact with.
- e. You release and assure cars.bt and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users of the website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, cars.bt cannot control the information provided by other users which is made available on the website. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the website. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

#### **4. Privacy**

We do not disclose your personal information to third parties for their marketing purposes contradiction without your explicit consent and we only use and disclose your information as described in the User Agreement. We view protection of Users' privacy as a very important community principle. We understand clearly that you and your information is one of our most important assets. You acknowledge and agree that your information and including any personal information would need to be provided by you to other users through the website when you seek to transact with such users on the

website. You further agree that we have no control over the recipient users of your information since such users are selected by you when you choose to interact or transact with them.

## **5. Breach**

Without limiting other remedies, cars.bt may limit your activity, immediately warn other users of your actions, immediately temporarily/indefinitely suspend or terminate your account, and/or refuse to provide you with access to this website (cars.bt):

- a. If you breach the user agreement or the documents it incorporates by reference;
- b. If cars.bt is unable to verify or authenticate any information you provide; or
- c. If it is believed that your actions may cause legal liability for you, other users or cars.bt; or
- d. If you breach any term on the cars.bt website or any applicable law/notification.

Cars.bt may at any time at its sole discretion reinstate suspended users. A user that has been indefinitely suspended may not register or attempt to register with cars.bt or use the website in any manner whatsoever until such time that such user is reinstated by cars.bt.

## **6. Buying**

Before buying the cars you can ask for the detail information or ask for test drive to the car's owner but Cars.bt strongly advises you not to test the website with false purchases request, as it will put you at substantial personal legal risk. It is a crime to use a false name, other false personal information to buy. Willfully entering invalid or fictitious purchase request may result in legal action by cars.bt. Please be aware that even if you do not give cars.bt your real name, your web browser transmits a unique address to us, which can be used by law enforcement officials to identify you.

We the cars.bt don't buy or sell cars on behalf of the dealers but we are here to provide you the platform to advertise your cars for sell or to buy the particular car from different cars dealers. You can directly contact the particular car dealer/seller if you want to buy the car or want to discuss the price.

## **7. Selling**

As a registered member, you may list new/used car for sale on this website. You must be legally able to sell the car(s) you list for sale on our website. Listings may only include text descriptions, graphics and pictures that describe your car for sale. All listed cars must be listed in an appropriate category on the website. All listed cars must be kept in stock for successful fulfillment of sales. The listing description of the car must not be misleading and must describe actual condition of the product. If the car description does not match the actual condition of the car, you agree to refund any amounts that you may have received from the buyer. As a seller you certify that all information provided by you against your listed car is true. Individual seller or the company dealer can list one car at a time but can upload as many cars as possible on this website (cars.bt).

## **8. No Warranty**

Cars.bt provides the website and services "as is" and without any warranty or condition, express, implied or statutory and specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. You expressly agree that your use of the website is at your own sole risk.

## **9. Limitation of Liability**

In no event shall cars.bt be liable for any direct, indirect, incidental, special, consequential or exemplary damages. Including cars.bt, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the website or that the operation of the website will be error free and/or uninterrupted.

Consequently, cars.bt assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

- a. the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the website; and/or

- b. any interruption or errors in the operation of the website. You expressly understand and agree that cars.bt shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if cars.bt has been advised of the possibility of such damages).

#### **10. Relationship and Notice**

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and cars.bt and you shall have no authority to bind cars.bt in any manner whatsoever.

#### **11. Arbitration**

If any dispute arises between you and cars.bt during your use of the Site or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole arbitrator who shall is an independent and neutral third party identified by cars.bt.

#### **12. Governing Law**

The User Agreement shall be governed and construed in accordance with the laws of Bhutan.