



DAYTONA CAR SALES  
DRIVE YOUR DREAMS

📍 P.O BOX 1032, OPPOSITE CITY MALL, AREA 6, LILONGWE, MALAWI 📞 +265 999 89 89 89 ✉️ INFO@DCS-MW.COM

## ADVERTISING TERMS AND CONDITIONS

By placing an advertisement with us, you are deemed to have read and accepted these Terms and Conditions. These Terms and Conditions and the Agreement to which they form part shall be governed by Laws of Malawi.

### In these terms and conditions:

‘we/us/our’ means Daytona Car Services (DCS);

‘you/your/customer’ includes user of the Website, advertiser, seller, buyer;

‘the website’ means this website including features, facilities and services related to it;

### 1. Non Transferable

1.1 You may not transfer any or all of your rights and/or obligations arising from these Conditions without prior written consent.

### 2. Placement of Advertisements

2.1. By agreeing to place your vehicle advertisement on the Website, you are deemed to agree that your vehicle will be sold exclusively by us and that you will receive the selling price through us, less our commission of 5% of the Gross selling price.

2.2. By agreeing to place your vehicle advertisement on the Website, you are deemed to agree that in the event that you procure a buyer for your vehicle independently of us, you will pay a 7.5% of the Gross selling price to us to as compensation.

2.3. Before we place your advertisement on the Website, we will require you to first fill out an on-line form or a hardcopy form in which you will provide accurate personal information, including proof of your personal identity, and information about your vehicle.

2.4. In the event of a Cancellation of this advertising agreement the standard fee is 2.5% of the gross selling price of the vehicle with a 30 (thirty) day written notice, if the cancellation is required before 30 (thirty) days then the client will be required to pay the full commission rate of 5% of the gross selling price of the vehicle.

2.5. All fees and commissions of the advertising agreement are exclusive of VAT.

### 3.1 Warranties

You hereby warranty as follows:

3.1.1. That the vehicle that you are advertising on the Website is your personal legal property and is not a stolen vehicle, or is not jointly owned by you and any third party, or is not subject of civil or criminal Court proceedings, or is not pledged by you as security or collateral for monetary loan from or debt owed to any private creditor or institutional lender.



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3.1.2. That all information and material you provide to us is lawful, accurate, complete, truthful and comply with relevant Laws of Malawi, including, but not limited to, Laws of Malawi regulating Advertising Practices.

3.1.3. That the publication of your advertisement by us will not breach any agreement, infringe any third party rights, including intellectual, property, family, fiduciary or any other rights; and will not render us answerable to civil or criminal proceedings, and/or be harmful to our reputation.

3.1.4. That in respect of any advertisement which contains copies or photographs or videos by which any living person is or private property can be identified, you have obtained prior authority of that living person or owner or person in possession of that private property.

3.1.5. That we reserve the right to physically inspect your vehicle and original vehicle documents at any time before and during advertising it on the Website, upon giving you reasonable notice.

### **3.2 Breach of Warranty**

3.2.1 We may suspend, or terminate our agreement with you with immediate effect in circumstances in which:

- You fail to comply with or we suspect that you are not complying with provisions of clause 3a; and/or
- Any competent law enforcement or compliance authority instructs, advises, recommends or orders us to take down your advertisements and/or to suspend delivery of services to you.

### **4. Intellectual Property Rights (IPRs)**

4.1. All intellectual property rights (including, without limitation, copyright, trademarks, database rights and design rights, (whether registered or not), in any publication, copy, text, network, photographs or other materials which have been created and/or in any way altered by us for you shall belong to us absolutely, to the extent that any such IPRs that do not automatically vest in us, are hereby assigned by you to us.

4.1.2 Where necessary you shall at our request, sign and execute all such documents and do all such acts as we may reasonably require to vest the IPRs in us and to enable us to protect and enforce them.

4.1.3 You grant us exclusive, irrevocable, perpetual and royalty-free licence to use such material for any purpose and you undertake that neither you nor any other person acting independently, through, for or jointly with you will assert any moral rights in or relating to the IPRs referred to above, against us.

4.1.4 You shall at all times fully indemnify us against all actions, law suits, demands, costs, charges, damages, losses and expenses (including legal expenses) suffered or incurred by us due to, or arising out of, the publication by us of your advertisement in accordance with your instructions and/or specifications, including, without limitations, any claim for defamation or infringement of any third party's IPRs.

### **5. Payment**

5.1. All advertisements shall be paid for in full prior to publication. We shall not be under any obliga-



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tion to publish any advertisement that has not been fully paid for in advance.

5.2. The current advertising rate is Mk30,000 (thirty thousand Malawi Kwacha) per vehicle for our silver package, Mk50,000 (fifty thousand Malawi Kwacha) per vehicle for our gold package, Mk75,000 (seventy-five thousand Malawi Kwacha) per vehicle for our platinum package, non-refundable, payable by Bank certified Cheque drawn and made payable to us.

5.3. You will only be invoiced for our once off advertising fee and the commission on the vehicle selling price

5.4. We reserve the right to change our advertising rate at any time. Such advertising rates shall apply to any advertisement placed with us after publication of the revised advertising rates.

## **6. Our rights and Obligations**

6.1. We shall provide the service with reasonable care and skill in a professional and timely manner and the advertisement shall be designed in accordance with agreed specification made by you.

6.2. Where your advertisement is to appear on the Website, you accept that it is technically impossible to guarantee that the Website will be continuously available on-line or the corruption and/or error free transfer of the advertisement to the Website.

6.3. We do not monitor or control the content of your advertisement. Accordingly, you shall be solely responsible for losses, expenses or other costs incurred by us as a result of an untrue statement or inaccurate information, photograph or video.

6.4. We reserve the right to refuse publication of an advertisement without giving any reason. It is also within our sole discretion to classify, edit and/or delete an advertisement, and where possible, to make attempt to inform you of any such changes.

6.5. We may at any time vary the technical specifications of the Website or any part of it, for operational reasons. In any event, we shall make efforts to safeguard confidentiality of your personal information.

6.6. We may at any time remove any or all the material and/or statements appearing in the advertisement from the advertisement which are in our opinion unlawful, immoral or constitute a breach of this agreement.

6.7. In the event that we do not accept the advertisement, we will endeavour to inform you accordingly and no charge will be incurred by you.

6.8. No agreement will be deemed to have been entered into between you and us until we have accepted your advertisement for publication and you have fully paid for the advertisement.

6.9. When you have entered into an agreement with us, we may assist you, at your request and cost, in handling the official processes for transfer of ownership from you to the buyer of your vehicle.



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6.10. At your request, we may carry out evaluation of your vehicle and give you non-binding suggestions on technical and mechanical features, and suitable market value of your vehicle. We exclude all expressed and/or implied liability for any misrepresentation and/or inaccuracies in such information.

**7. Media Files and Photographs**

7.1. Media files and/or photographs may be checked by us to ensure that their content meet requirements set out in these Conditions.

7.2. Media files and photographs should advertise only one vehicle and attempting to advertise more than one vehicle on a media file or photographs will be grounds not to accept the advertisement.

7.3. If any media file or photograph includes infringing material and contains, amongst others, nudity, profanity, pornography, drugs, drug use, violence, attacks on individuals or groups (including sexist, racist, defamatory or homophobic material), obscene material, copyright protected material including music or radio audio, material that could be considered dangerous or encourage others to be dangerous, we reserve the right to remove it from the Website.

**8. Liability**

8.1. We shall not be liable to pay you for any consequential, indirect or special loss or damage; or for loss of goodwill or reputation; or for loss of business and/or opportunity; or loss of profit; or for loss of revenue, and/or economic and/or other similar losses; and in each case, such liability is excluded whether it is foreseeable, known, foreseen or otherwise and whether such losses are direct, indirect, consequential or otherwise arising out of or in connection with any total or partial failure to publish an advertisement or withdrawal of an advertisement on the website;

8.2. We shall not be liable for loss of copy, artwork, photographs or other material; loss by data breach of the website; in contract, including without limitation, negligence, statutory duty or otherwise arising out of or in connection with your agreement with us.

8.3. We reserve the right to publish information, including your personal information, which you provide to us, on the Website and on other Media platforms, including, but not limited to Social media, Messaging services and Mobile applications. You shall be liable in contract and/or Tort for any misinformation, or inaccuracies, contained in information that you provide to and is published by us.

8.4. We shall not be liable for the manner and/or the extent of usage, by users of the Website, Social media, Messaging services and Mobile applications, of your personal information provided by you to, and published by us.

I hereby agree to the above terms and conditions and will be bound by them.

.....  
Signature Customer

.....  
Signature DCS-Rep

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