AUTOGO KENYA

Traffic Offences, Fines, Penalties & Liability Policy

Responsibilities of Customers, CarHosts and Drivers for traffic violations, fines, impoundment and related costs. Jurisdiction: Republic of Kenya.

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1. Purpose

This Traffic Offences, Fines, Penalties & Liability Policy establishes the responsibilities of Customers, CarHosts and Drivers using the AutoGo Rentals marketplace in relation to traffic violations, road offences, penalties, vehicle impoundment and associated costs.

AutoGo operates as a digital vehicle rental marketplace connecting independent CarHosts with Customers seeking rental vehicles and related mobility services.

The purpose of this Policy is to establish that AutoGo does not ordinarily assume responsibility for traffic violations committed by Customers, CarHosts or Drivers, and that any resulting fines, claims and liabilities shall be handled by the responsible parties in accordance with applicable law.

2. AutoGo'S Role And Limitation Of Liability

2.1. AutoGo provides technology facilitating vehicle listings, reservations, payments, communication and related marketplace services.

2.2. Unless expressly stated otherwise in a separate written agreement, AutoGo is not the legal owner, registered keeper, operator or driver of vehicles listed by independent CarHosts.

2.3. AutoGo does not control the physical operation of vehicles during rental periods.

2.4. AutoGo shall not be responsible for paying, reimbursing or settling traffic fines, penalties or other charges resulting from the acts or omissions of Customers, CarHosts or Drivers, except where responsibility is imposed on AutoGo by applicable law or arises from AutoGo's own legally actionable conduct.

2.5. Traffic-related disputes between Customers and CarHosts shall be resolved directly between those parties, subject to the terms of this Policy, the rental agreement and applicable law.

2.6. AutoGo may provide relevant booking records or facilitate communication without becoming responsible for the underlying traffic offence or financial obligation.

3. Customer Responsibility For Traffic Offences

The Customer shall be responsible for traffic offences committed by the Customer or an authorised driver during the rental period, to the extent permitted by applicable law.

These include, without limitation:

- Speeding and exceeding prescribed speed limits.
- Dangerous, reckless or careless driving.
- Driving under the influence of alcohol or prohibited substances.
- Illegal parking and parking penalties.

- Running red lights or disobeying traffic signals.
- Driving without a valid or appropriate driving licence.
- Unauthorised use of restricted roads.
- Failure to comply with applicable seatbelt requirements.
- Illegal overtaking and improper lane usage.
- Unlawful vehicle use or carrying prohibited goods.
- Failure to obey lawful instructions issued by traffic enforcement officers.
- Other offences attributable to the Customer or authorised driver.

The Customer shall bear applicable fines, penalties, towing fees, impoundment charges, storage fees and reasonable associated costs arising from violations for which the Customer is legally or contractually responsible.

Criminal penalties and personal legal responsibilities remain with the person legally accountable under Kenyan law and cannot be transferred merely by this Policy.

4. CarHost Responsibilities

The CarHost shall ensure that each listed vehicle meets applicable roadworthiness and legal requirements before handover.

The CarHost is responsible for:

- Maintaining valid vehicle registration and applicable insurance.
- Ensuring required vehicle inspection and roadworthiness compliance.
- Providing legally required vehicle documentation.
- Disclosing known defects and restrictions affecting lawful vehicle use.
- Addressing offences or penalties arising before the Customer's rental period.
- Addressing fines or enforcement action caused by the CarHost's own acts, omissions or vehicle compliance failures.
- Providing accurate vehicle and rental records when legally required.

A Customer shall not automatically become responsible for pre-existing offences, expired compliance documentation or defects attributable to the CarHost.

5. Traffic Fines And Penalties

5.1. A fine or penalty attributable to the Customer's conduct during a rental shall be the Customer's responsibility.

5.2. A fine or penalty attributable to the CarHost's conduct, ownership obligations or vehicle compliance failure shall be the CarHost's responsibility.

5.3. Where responsibility is disputed, the Customer and CarHost shall exchange relevant evidence and seek resolution directly.

5.4. Neither party may impose an unverified, arbitrary or unsupported traffic charge on the other.

5.5. Any reimbursement claimed must be supported by appropriate evidence, such as an official notice, receipt, lawful enforcement record or other credible documentation.

5.6. AutoGo is not obligated to pay a fine or penalty on behalf of either party and shall not be treated as a guarantor of payment.

6. Vehicle Impoundment, Towing And Storage

Where a vehicle is lawfully impounded, towed, detained or stored due to a traffic violation:

Customer-caused incident: The Customer shall be responsible for reasonable and documented costs attributable to their conduct, to the extent permitted by law.

CarHost-caused incident: The CarHost shall be responsible for costs attributable to the CarHost's own legal or contractual obligations.

Where responsibility is shared, costs shall be allocated according to the parties' respective responsibility and applicable law.

AutoGo shall not be responsible for obtaining the vehicle's release, paying impoundment charges or reimbursing related losses solely because the rental was arranged through the marketplace.

7. Traffic Offences Involving Chauffeurs Or Drivers

For rentals involving a professional Driver or Chauffeur:

7.1. The individual Driver remains personally responsible for offences attributable to their driving conduct where Kenyan law imposes such responsibility.

7.2. The CarHost, chauffeur operator or employing entity remains responsible for applicable employer, owner and operator obligations.

7.3. Customers remain responsible for their own unlawful acts, including directing or inducing prohibited conduct, where legally established.

7.4. Any allocation of costs between the Driver, CarHost and Customer shall be governed by applicable law and their relevant agreements.

7.5. AutoGo does not assume the legal responsibilities of a Driver's employer or vehicle operator merely by facilitating the booking, subject to the actual relationship and applicable law.

8. Traffic Offences Reported After Rental Completion

Traffic offences may be reported after a rental has ended.

Where a CarHost receives a delayed notice, the CarHost may contact the relevant Customer and provide:

- The official notice or enforcement reference.
- The vehicle registration number.
- The alleged offence date and time.
- Relevant rental booking details.
- Supporting evidence of the alleged violation.
- The amount claimed and the legal basis for payment.

The Customer shall cooperate reasonably in establishing responsibility and resolving valid claims.

Completion of a booking does not automatically extinguish liabilities incurred during the rental.

Claims must be pursued within applicable legal time limits.

9. Customer And CarHost Dispute Resolution

9.1. Traffic-related financial disputes shall ordinarily be resolved directly between the Customer and CarHost.

9.2. Parties should first attempt an amicable resolution using the contact or communication mechanisms available through AutoGo.

9.3. Either party may submit supporting documentation through AutoGo's dispute reporting channel.

9.4. AutoGo may voluntarily facilitate communication, review booking records or apply marketplace rules.

9.5. Such facilitation does not make AutoGo the party responsible for paying fines, determining criminal liability or guaranteeing recovery of disputed sums.

9.6. If the parties cannot resolve the dispute, they may pursue lawful remedies through competent authorities, mediation, arbitration where validly agreed, or Kenyan courts.

9.7. Nothing in this Policy prevents a party from reporting a criminal offence, exercising statutory rights or seeking appropriate legal remedies.

10. Indemnity And Protection Of AutoGo

To the maximum extent permitted by Kenyan law, each Customer, CarHost and Driver agrees to indemnify and hold harmless AutoGo, its directors, officers, employees and agents against reasonable third-party claims, losses, liabilities, penalties and legal expenses arising directly from that party's:

- Traffic violations or unlawful vehicle use.
- Breach of applicable road traffic requirements.
- Breach of the rental agreement or this Policy.
- Negligent, reckless or unlawful conduct.
- Misrepresentation or provision of false vehicle or driver information.

This indemnity applies only to the extent the relevant loss is legally attributable to the indemnifying party.

It does not cover AutoGo's own fraud, negligence, wilful misconduct, breach of statutory duty or other liability that cannot lawfully be excluded.

11. No Automatic Payment Liability

AutoGo shall not be required to advance, guarantee, reimburse or collect traffic fines or penalties on behalf of a Customer, CarHost or Driver.

AutoGo shall not automatically deduct traffic-related charges from a Customer's payment method, deposit or wallet without a valid contractual and lawful basis, appropriate authorisation and any required dispute safeguards.

The CarHost and Customer are responsible for agreeing on lawful reimbursement procedures within their rental agreement.

12. Cooperation With Law Enforcement

AutoGo may cooperate with the National Police Service, National Transport and Safety Authority (NTSA), courts and other competent Kenyan authorities when legally required or otherwise lawfully permitted.

Such cooperation may include the lawful disclosure of relevant booking records, vehicle details and

authorised driver information.

All personal-data processing and disclosures shall comply with applicable Kenyan data-protection legislation.

AutoGo shall not conceal evidence, obstruct lawful investigations or prevent authorities from identifying a person responsible for an alleged offence.

13. Customer And CarHost Acknowledgement

By accepting this Policy, each Customer and CarHost acknowledges that:

- AutoGo primarily acts as a digital marketplace connecting independent rental parties.
- Traffic offences are the responsibility of the person or entity legally accountable for them.
- Financial claims attributable to the rental shall ordinarily be handled directly between the Customer and CarHost.
- AutoGo does not guarantee the payment, collection or reimbursement of traffic penalties.
- AutoGo may provide communication tools and records without accepting liability for the underlying offence.
- Nothing in this Policy removes rights or duties that cannot legally be excluded.

14. Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of the Republic of Kenya, including applicable road traffic, consumer protection, contract and data-protection legislation.

Any provision found unenforceable shall be limited or severed to the extent necessary without invalidating the remaining provisions.

15. Policy Amendments

AutoGo may amend this Policy to reflect legal, regulatory or operational changes.

Material changes shall be communicated through appropriate platform channels.

Amendments shall apply prospectively, except where otherwise lawfully agreed or required by law.

16. Contact And Support

For traffic-related booking records or dispute reports, Customers and CarHosts may contact AutoGo through its official support channels at:

Website: https://www.autogo.africa

AutoGo's involvement in such matters shall ordinarily be limited to providing platform-related support and lawful assistance.