

Terms and Conditions for copartagent.com Vehicle Identification Verification Platform

1. Introduction

Welcome! Thanks for using copartagent.com (“Copartagent”). By using our website, products, and services, you accept and agree to our Terms and Conditions, so please take some time to read and review the terms and conditions .If you have any questions, please contact us.

Your use of this site constitutes your agreement to these Terms and Conditions (the “Agreement”) for any use of this site. By using this site, you agree to be bound to this Agreement. If you do not wish to be bound to this Agreement, do not use this site. Your Agreement with us regarding compliance with these terms becomes effective immediately on your use of the site.

2. Nature of Service

The Company offers dealership-focused services, including:

- Vehicle specifications
- Vehicle bidding, trucking, and shipping from the United States and Canada
- Title, salvage, and theft record checks (where available)
- Import/export of vehicles from the United States and Canada
- Clearing and forwarding of containers and vehicles at Nigerian ports

Important: We aggregate data from third-party sources, including clearvin.com, and do not independently verify all records.

3. Authorized Users

This platform is intended for:

- Licensed car dealerships
- Auto importers/exporters
- Fleet managers
- Automotive marketplaces

By using our platform, you agree to:

- Utilize the platform strictly for business purposes
- Refrain from providing access to unauthorized third parties

4. Permitted Use

You may use VIN data to:

- Evaluate vehicles prior to purchase
- Verify the authenticity of inventory
- Assist customers in their purchasing decisions
- Conduct due diligence on trade-ins

5. Prohibited Use

You must NOT:

- Use the platform for fraudulent activities, vehicle cloning, or identity falsification
- Resell, redistribute, or sublicense VIN data without written approval from copartagent.com
- Use data to harass, track, or unlawfully profile individuals
- Misrepresent vehicle conditions based on incomplete data

6. Data Accuracy and Responsibility of Dealers and Users

- Vehicle data may be incomplete, delayed, or inaccurate.
- Not all accidents, thefts, or title issues are reported in databases.
- You (the Dealer and end users) remain fully responsible for:
 - Final vehicle inspection
 - Customer disclosures
 - Compliance with local laws

The platform serves as a decision-support tool and is not a substitute for physical inspection or legal due diligence.

7. Customer Disclosure Obligation

Dealers and users agree to:

- Disclose material vehicle defects to buyers as required by law
- Not rely solely on our reports when making representations
- Refrain from presenting reports as “guarantees”

8. Fees and Billing

- Services are billed through subscriptions, credits, or per VIN lookup.
- All payments are non-refundable unless otherwise agreed.
- Failure to remit payment may result in suspension or termination and revocation of your access to reports.

9. Compliance with Laws

You agree to comply with:

- Vehicle sale and consumer protection laws in Nigeria
- Data protection laws (e.g., NDPR)
- Anti-money laundering (AML) and anti-fraud regulations

10. Intellectual Property

All content on the platform, including:

- VIN decoding systems
- Databases
- APIs and software

remains the exclusive property of the Company. You are granted a limited, revocable license to use the platform.

11. Limitation of Liability

To the maximum extent permitted by law, we disclaim liability for:

- Incorrect or incomplete vehicle history
- Financial losses incurred from vehicle purchases or sales
- Fraudulent third-party data

Total liability is limited to the amount paid in the last 3–6 months.

12. Indemnification

You agree to indemnify copartagent.com against claims arising from:

- Misrepresentation of vehicle conditions
- Improper use of VIN data
- Violations of law or customer disputes

13. Service Availability

- Services may experience downtime or interruptions.
- Features may be updated, modified, or discontinued without notice.
- No guaranteed uptime is provided unless stated in a Service Level Agreement (SLA).

14. Suspension and Termination

We reserve the right to suspend or terminate your account if:

- You breach these Terms
- You engage in suspicious or fraudulent activities
- Required by regulatory authorities or law enforcement

15. Confidentiality

You agree to:

- Keep all reports, pricing, and system access confidential
- Not share proprietary data with competitors

16. Governing Law

This Agreement shall be governed by the laws of Nigeria. Disputes shall be resolved in courts within that jurisdiction, specifically in Lagos Multidoor or any court of competent jurisdiction in Nigeria.

17. Amendments

We may update these Terms at any time. Continued use of the platform constitutes acceptance of the revised terms.

NMVTIS CONSUMER ACCESS PRODUCT DISCLAIMER

The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and brand history for automobiles, but it does not contain detailed information regarding a vehicle's repair history. All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days. Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk." A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage. The Approved NMVTIS Data Providers (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS. NMVTIS data INCLUDES (as available by those entities required to report to the System):

- Information from participating state motor vehicle titling agencies.

- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state but may provide useful information about the condition or prior use of the vehicle.

- Most recent odometer reading in the state's title record.

- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.

- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit www.vehiclehistory.gov for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

NVS Data Disclaimer

The ultimate source of the lien information available through ClearVin vehicle history reports is provided by the National Vehicle Service (NVS). Although every effort is made to ensure the accuracy of transmission and data, the reports are provided "as is." Some lien holders and jurisdictions do not report to NVS. Records from NVS may be incomplete. ClearVin makes no warranty either expressed or implied as to the validity of the NVS data. Other than that, data provided is a true and correct reproduction of the NVS data.

18. Contact Information

ViN Logistic Services

Email: info@copartagent.com

Address: 52 Ogunnusi Road, Ojodu Berger, Lagos