

Geely Jamaica

Terms of Use

Effective Date: 30 April 2025

1. Acceptance of Terms

By accessing and using the Geely Jamaica website (the "Site"), you agree to be bound by these Terms of Use ("Terms"), our Privacy Policy, and our Cookie Policy. If you do not agree to these Terms, please do not use the Site. These Terms constitute a legally binding agreement between you and Geely Jamaica.

2. Legal Framework

These Terms are governed by the laws of Jamaica, including but not limited to:

- The Electronic Transactions Act, 2007
- The Consumer Protection Act, 2005
- The Cybercrimes Act, 2015
- The Data Protection Act, 2020
- The Sale of Goods Act
- General principles of Jamaican contract and tort law

3. Use of the Site

3.1 Permitted Use:

You may use the Site for lawful personal and commercial purposes related to enquiring about, purchasing, or servicing Geely vehicles. You agree not to use the Site in any way that:

- Violates any applicable Jamaican or international law or regulation
- Infringes the rights of any third party
- Is fraudulent, misleading, or deceptive
- Introduces viruses, malware, or other harmful code
- Impersonates any person or entity
- Harvests or collects data from the Site without authorisation

3.2 Account Registration:

If you create an account on the Site, you are responsible for maintaining the confidentiality of your login credentials and for all activity conducted under your account. You must notify us immediately of any unauthorised use.

4. Intellectual Property

All content on the Site, including but not limited to text, graphics, logos, images, vehicle specifications, and software, is the property of Geely Jamaica or its licensors and is protected by Jamaican and international intellectual property laws, including the Copyright Act, 1993 (Jamaica).

You may not reproduce, distribute, modify, or create derivative works from any content on the Site without our prior written consent, except as permitted by law.

5. Vehicle Information and Pricing

Whilst we endeavour to ensure that all vehicle specifications, features, and pricing information on the Site are accurate and up to date:

- All prices are indicative and subject to change without notice
- Vehicle colours and features displayed may vary from actual products
- Specifications may differ based on model year and import requirements
- Images on the Site are for illustrative purposes only

Confirmed pricing and specifications will be provided at the point of sale by an authorised Geely dealer.

6. Consumer Protection

Nothing in these Terms affects your statutory rights as a consumer under the Consumer Protection Act, 2005 (Jamaica). You retain all rights conferred by applicable consumer protection legislation, including rights in respect of goods that are not of merchantable quality or do not conform to their description.

7. Disclaimer of Warranties

The Site is provided on an "as is" and "as available" basis. To the fullest extent permitted by Jamaican law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that:

- The Site will be uninterrupted, error-free, or secure
- Any defects will be corrected
- The Site or server is free of viruses or harmful components

8. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of or inability to use the Site, including loss of profits, data, or goodwill.

Our total liability for any claim arising in connection with these Terms or your use of the Site shall not exceed the amount paid by you (if any) to Geely Jamaica in the twelve (12) months preceding the event giving rise to the claim.

9. Third-Party Links and Services

The Site may contain links to third-party websites, including those of authorised dealers, financing partners, and social media platforms. We are not responsible for the content, accuracy, or practices of any linked third-party sites. Links do not constitute our endorsement of those sites.

10. Privacy and Data Protection

Your use of the Site is also subject to our Privacy Policy, which is incorporated into these Terms by reference. By using the Site, you consent to the collection and use of your information as described in the Privacy Policy, in accordance with the Data Protection Act, 2020.

11. Electronic Communications

In accordance with the Electronic Transactions Act, 2007, your use of the Site and submission of electronic forms constitute valid and binding electronic communications. You agree to receive communications from us electronically, including notices, agreements, and disclosures.

12. Prohibited Activities

In addition to the restrictions set out in Clause 3, the following activities are expressly prohibited:

- Any activity that constitutes a cybercrime under the Cybercrimes Act, 2015
- Systematic scraping or downloading of Site content
- Attempting to gain unauthorised access to any portion of the Site

- Using automated tools or bots to access the Site
- Engaging in any activity that disrupts or impairs the Site

13. Modifications to the Site and Terms

We reserve the right to modify, suspend, or discontinue the Site (or any part thereof) at any time without notice. We may also update these Terms from time to time. Continued use of the Site following the posting of updated Terms constitutes your acceptance of the changes.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Jamaica. Any disputes arising from or in connection with these Terms or your use of the Site shall be subject to the exclusive jurisdiction of the courts of Jamaica.

We encourage you to contact us in the first instance to resolve any disputes amicably before commencing formal legal proceedings.

15. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from the remaining provisions, which shall continue in full force and effect.

16. Entire Agreement

These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and us with respect to your use of the Site and supersede all prior agreements and understandings.