

# Start N' Go Seller Accreditation Agreement

*Pilot Version — Invite-Only Access | Internal — Not for Public Distribution*

**PILOT PROGRAM: This Agreement is part of the Start N' Go Seller Pilot Program — an invite-only testing phase. The Platform is under active development. Participation does not create permanent accreditation, partnership, or exclusivity. A commercial agreement will replace this Agreement upon mutual consent to proceed beyond the pilot.**

**WHEREAS**, Start N' Go operates an online vehicle marketplace and vehicle refinancing brokerage Platform connecting Buyers and Sellers of pre-owned vehicles, providing digital marketing, lead management, and transaction facilitation services;

**WHEREAS**, the Seller desires to be accredited and to list its vehicles for sale on the Platform, subject to the terms herein; NOW, THEREFORE, the Parties agree as follows:

## I. DEFINITIONS

- Start N' Go / Broker / Company / We / Us – Start N' Go Marketing Corporation, owner and operator of the Platform.
- Seller / You – The registered individual or business entity accessing the Platform under this Agreement, including accredited Dealers and Consignors.
- Buyer – Any user who browses, inquires about, or purchases a vehicle listed on the Platform.
- Sales Agent – An authorized Start N' Go representative who acts as intermediary and observer during vehicle viewings and negotiations. The Sales Agent is not a buyer, seller, or dealer.
- Platform – The Start N' Go E-Commerce Marketplace website and related systems.
- Lead – Any Buyer inquiry or contact generated through the Platform.
- Success Fee / Commission – The fee payable by the Seller to Start N' Go upon a completed sale, as set out in the Fee Schedule (Section VIII of this Agreement).
- Circumvention – Completing or attempting to complete a Platform-introduced transaction without remitting the applicable Success Fee to Start N' Go, or outside Start N' Go's authorized process.
- Refinancing / Sangla OR-CR – A brokered cash loan where a vehicle owner uses their fully-paid vehicle as collateral, facilitated by Start N' Go as broker.
- Transaction – Any completed sale, financing, or insurance activity facilitated through the Platform.

## II. START N' GO OBLIGATIONS

- Provide the Platform for Sellers to list and market vehicles.
- Collect Buyer inquiries and facilitate referrals for financing and insurance.
- Assign a Sales Agent to facilitate and observe buyer-seller meetups.
- Coordinate vehicle purchase payments between Buyer and Seller by providing the Seller's verified bank account details to the Buyer. Start N' Go does not collect or hold vehicle purchase amounts; the Seller receives payment directly.
- Collect Start N' Go's Success Fee separately from the Seller within seven (7) banking days of a confirmed sale and completed documentation.
- Process Seller data in compliance with R.A. 10173 and the Platform's Privacy Policy.
- Maintain registration and compliance with DTI, NPC, and applicable regulatory requirements.

## III. SELLER OBLIGATIONS

- Ensure all listed vehicles are legitimate, free of liens or encumbrances, and legally transferable.
- List only vehicles registered in the Seller's name or for which the Seller holds written consignment authority from the registered owner.
- Promptly respond to Buyer inquiries through Start N' Go's authorized channels and cooperate with the assigned Sales Agent during meetups.
- Provide accurate and updated inventory details; correct errors immediately upon notice.
- Complete OR/CR transfer to the Buyer promptly upon sale.
- Provide a verified bank account under the Seller's registered name to Start N' Go's Transaction Coordinator prior to any transaction.
- Notify Start N' Go within 24 hours of any suspected unauthorized access or data incident involving Buyer or transaction data.
- Abide by Start N' Go's Privacy Policy, this Agreement, the Fee Schedule, and the Vehicle Listing Quality Policy set out in Section VI.
- Indemnify and hold Start N' Go harmless from any claims arising from fraudulent, misrepresented, defective, or unlawful listings.

### III-A. ANTI-CIRCUMVENTION AND COMMISSION REMITTANCE

**KEY OBLIGATION: All Buyer introductions generated through the Platform must be completed through Start N' Go's facilitated process. Circumvention is a material breach resulting in permanent ban, civil liability, and liquidated damages. This Section is the sole and complete governing text on anti-circumvention; no cross-reference to the Terms of Service is required.**

1. Platform-introduced transactions. All vehicle sales, transfers, or transactions involving a Buyer who was introduced, referred, or connected to the Seller through the Platform — including through the Platform's inquiry system, Start N' Go's Sales Agents, or any Start N' Go-facilitated communication — shall be completed exclusively through Start N' Go's facilitated process and shall be subject to the applicable Success Fee.
2. Ninety-day look-back period. Any vehicle sale, transfer, or transaction consummated with a Buyer who first made contact through the Platform within ninety (90) calendar days prior to the earlier of: (a) execution of the Deed of Sale; or (b) receipt of any payment from the Buyer — shall be conclusively deemed a Platform-facilitated transaction subject to the applicable Success Fee, regardless of whether the final sale was completed through Start N' Go's formal settlement process. The burden of proving that a transaction was not Platform-introduced rests solely with the Seller. Start N' Go's platform logs, timestamps, inquiry records, and Sales Agent reports shall constitute conclusive evidence of Buyer introduction.
3. Circumvention prohibited. Circumvention is strictly prohibited. Any Seller who, directly or through a third party, completes or attempts to complete a transaction with a Platform-introduced Buyer without remitting the applicable Success Fee — including by exchanging contact details with the Buyer and transacting privately — shall be in material breach of this Agreement.
4. Liquidated damages. A Seller found to have committed Circumvention shall be liable to Start N' Go for: (a) the full applicable Success Fee as determined by the Fee Schedule in effect at the time of Buyer introduction; plus (b) twenty-five percent (25%) of such Success Fee as liquidated damages for loss of platform goodwill, administrative costs, and reputational harm — the parties agreeing that actual damages from Circumvention are inherently difficult to quantify and that this amount is a genuine pre-estimate thereof and not a penalty; plus (c) reasonable enforcement costs and attorney's fees. These remedies are cumulative.
5. Voluntary disclosure and cure window. A Seller who voluntarily discloses a Circumvention in writing to admin@startngo.ph and remits the full applicable Success Fee within seven (7) calendar days of the earlier of the Deed of Sale or first Buyer payment shall be exempt from the 25% liquidated damages surcharge in item 4(b) only. This exemption: (i) may be availed only once per Seller account; (ii) does not waive Start N' Go's right to collect the underlying Success Fee, costs, or any other remedy; and (iii) is subject to Start N' Go's sole discretion.
6. Contact information restriction. The Seller's contact information shall not be displayed publicly on the Platform. All Buyer inquiries shall be routed exclusively through Start N' Go's official channels. Sellers shall not embed contact details in listing titles, descriptions, photographs, watermarks, or any publicly visible field.

7. Commission remittance deadline. The Success Fee is due within three (3) business days from the earlier of: (a) execution of the notarized Deed of Sale; or (b) receipt of any payment from the Buyer. Time is of the essence.

8. Late remittance enforcement schedule.

Days overdue	Consequence
Days 4–7 overdue	Written notice issued. Listing suspended pending payment.
Days 8–14 overdue	Account suspended. All active listings hidden from Platform.
Day 15 and beyond	Permanent ban. Civil collection initiated. Seller’s identity, business name, government ID, business registration number, and plate number(s) added to internal blacklist.

9. Proof of sale. The Seller shall provide Start N’ Go with a copy of the notarized Deed of Sale or the LTO Certificate of Registration reflecting the Buyer’s name within three (3) calendar days of a confirmed transaction. Failure entitles Start N’ Go to withhold pending services, referrals, and any facilitation until the obligation is satisfied.

10. Permanent ban and cross-platform blacklist. Any Seller proven or reasonably determined to have committed Circumvention shall be permanently banned from the Platform. Start N’ Go maintains a blacklist indexed by: (a) government-issued ID number; (b) business registration number; (c) vehicle plate number(s); and (d) full name and any known aliases. The ban survives re-registration under any new account, identity, or business name.

11. Lead ownership. All Buyer inquiries, Leads, and transaction data generated through the Platform are the exclusive business property of Start N’ Go. Sellers may not use Platform-generated Leads to solicit Buyers outside the Platform’s authorized channels. Platform logs, timestamps, and communication records constitute conclusive evidence of Lead origination and are admissible in any enforcement proceeding.

### III-B. PROHIBITED ACTS AND SYSTEM SECURITY

Seller shall not, directly or indirectly:

- Access, alter, or attempt to access any data, code, or feature of the Platform without authorization;
- Introduce viruses, malware, or harmful code;
- Manipulate lead data, listings, or analytics;
- Scrape, copy, or reverse-engineer any part of the Platform;
- Use bots or automated tools to access or manipulate the Platform; or
- Gain unauthorized access to any user account or database.

Violations may result in suspension, termination, and action under R.A. 10175 (Cybercrime Prevention Act) and R.A. 8293 (IP Code).

### IV. REPRESENTATIONS AND WARRANTIES

- Seller is duly authorized and legally capable of selling the listed vehicles.
- All promotions, pricing, and descriptions are true, accurate, and lawful.
- Seller guarantees timely OR/CR transfer to Buyers.
- All documents, receipts, and proofs of sale submitted to Start N’ Go are authentic. Falsification constitutes fraud and grounds for immediate termination and forfeiture of all pending payouts.
- For consigned vehicles, Seller warrants it holds written authority from the registered owner.

#### IV-A. PAYMENT VERIFICATION

Start N’ Go shall verify all payment transactions before confirming facilitation of the OR/CR handover. Verification is based on bank confirmation or official bank records submitted by both Buyer and Seller. Presentation of fraudulent payment records is a material breach of this Agreement.

## V. LISTING USAGE AND COMPLIANCE

- Sellers may list vehicles at no upfront listing fee, subject to the applicable Success Fee upon sale as set out in Section VIII (Fee Schedule).
- Each listing must comply with the Vehicle Listing Quality Policy (Section VI) and the Fee Schedule (Section VIII).
- All listings shall omit direct Seller contact information. Buyer inquiries are routed exclusively through Start N' Go.
- Start N' Go may remove or suspend listings found to be fraudulent, inaccurate, or non-compliant.
- Start N' Go may use listing data for marketing and promotional purposes without creating ownership, partnership, or agency.

### V-A. LISTING PRICE INTEGRITY POLICY

All vehicle listings must carry a genuine, good-faith asking price that reasonably reflects the vehicle's fair market value. Manipulated or fictitious pricing undermines Buyer trust and the integrity of the Platform and constitutes a violation of this Agreement.

Prohibited pricing practices:

- Token or placeholder prices — listing at PHP 0, PHP 1, or any amount clearly below the vehicle's minimum scrap or resale value;
- Inflated prices — listing at more than 200% of the vehicle's estimated fair market value, used to retain Platform visibility without genuine intent to sell;
- Price omission — leaving the price field blank, entering non-numeric characters, or substituting the price field with text such as "call for price" without a stated asking price;
- Bait-and-switch pricing — listing at an artificially low price to generate inquiries with no genuine intention to honor that price; and
- Price manipulation to game search rankings — any pricing tactic designed to artificially boost a listing's visibility or sort order.

Price review and enforcement: Start N' Go may flag any listing whose price appears outside acceptable range. When flagged, the Seller shall be notified via registered email or Viber and given forty-eight (48) hours to correct the price or provide written justification (e.g., certified appraisal or auction report). Failure to respond results in automatic suspension of the listing.

Progressive enforcement: (a) First offense — written warning; listing suspended until corrected; (b) Second offense within thirty (30) days — all active listings suspended for seven (7) days; (c) Third offense or deliberate manipulation — account suspended pending review and possible permanent termination.

## VI. VEHICLE LISTING QUALITY POLICY

This Section sets the minimum standards for all vehicle listings. It applies to all Sellers, Dealers, and Consignors registered under this Agreement.

### 6.1 Listing Eligibility

A vehicle may only be listed if ALL of the following are satisfied:

- The vehicle is registered in the Seller's name, or the Seller holds formal written consignment authority from the registered owner.
- The following original documents are on hand and available for verification: OR of the latest registration renewal; CR in the Seller's name; government-issued ID of the registered owner; and, for corporate sellers, a Secretary's Certificate or Board Resolution authorizing the listing.
- The vehicle is free from any undisclosed encumbrance, chattel mortgage, lien, or adverse claim. Existing financing arrangements must be disclosed in the listing.

### **6.2 Vehicle Condition Disclosure**

- Sellers must disclose the true and accurate condition of the vehicle, including known defects, damage history, accident involvement, flood exposure, or major repairs.
- The listing must state whether the vehicle has been repainted, rebodied, or has had major engine work performed.

### **6.3 Prohibited Vehicles**

The following may NOT be listed under any circumstance:

- Stolen vehicles or vehicles with tampered chassis or engine numbers
- Vehicles with a hold order or alarm from PNP-HPG or LTO
- Vehicles subject to active court orders, garnishments, or government sequestration
- Vehicles with fraudulent, altered, or duplicate OR/CR documents
- Vehicles not legally imported or not compliant with LTO roadworthiness standards
- Vehicles listed under a fictitious identity or third-party name without valid authorization

### **6.4 Required Photos**

A minimum of eight (8) photos covering: front, left side, right side, back, driver side and dashboard, odometer, back seats, and trunk/cargo area. Listings with fewer than eight (8) photos may be rejected or delisted.

### **6.5 Photo Quality Requirements**

- Clear, well-lit, minimum 800 x 600 pixels. Blurry, pixelated, or low-resolution images will be rejected.
- Must show the actual vehicle — not stock photos or manufacturer renders.
- Vehicle must be clean and presentable.

### **6.6 Prohibited Image Types**

Prohibited	Reason
Watermarked photos (any watermark)	Obscures vehicle details; may indicate recycled content
Dark, blurry, or underexposed photos	Cannot be used to assess vehicle condition
Heavily filtered or digitally altered photos	Misrepresents true condition
Stock photos or manufacturer renders	Does not show the actual unit being sold
Photos with unblurred faces	May violate R.A. 10173
Screenshots from other platforms	Likely recycled content or duplicate listing
Collaged or bordered images	Reduces clarity and professionalism

### **6.7 Required Listing Fields**

Field	Notes
Vehicle make and model	Full brand name and model (e.g., Honda Click 125i, not just “Honda”)

Year model	Year of manufacture as on CR
Transmission type	Manual, automatic, CVT, etc.
Fuel type	Gasoline, diesel, electric, hybrid
Mileage / odometer	Accurate. State if odometer has been replaced.
Asking price	In Philippine Peso, final or clearly marked as negotiable
Location of unit	City or municipality where vehicle is physically located
Condition	New, like new, good, fair, for repair — Seller’s honest assessment
OR/CR status	Current, expired, or for renewal — must be stated
Existing encumbrance	Yes/No. If yes, name the financing company.

**6.8 Prohibited Listing Content**

- False, misleading, or exaggerated vehicle descriptions
- Seller contact details embedded in listing title, description, or photos
- Multiple vehicles in a single listing (one listing = one vehicle)
- Spam, keyword stuffing, or irrelevant tags
- Offensive, discriminatory, or legally objectionable language

**6.9 Duplicate Listing Policy**

Each vehicle may be listed only ONCE on the Platform at any given time. The following are treated as duplicates and removed without notice:

- Same vehicle posted under multiple accounts
- Re-listing a vehicle without marking the prior listing as sold or removing it
- Listings with identical VIN, plate, or OR/CR already active on the Platform

**6.10 Violations and Consequences**

Level	Examples	Consequence
Minor	Missing required photos, incomplete fields, blurry images	Listing rejected. Resubmit within 48 hours.
Moderate	Misrepresented condition, consignment listing without disclosure, duplicate listing	Listing removed. 1st offense: Warning. 2nd offense: Account suspension.
Severe	Stolen vehicle, falsified OR/CR, tampered odometer, fraudulent identity	Immediate permanent ban. Referral to PNP-HPG and/or NBI. Civil and criminal action reserved.

**6.11 Seller Warranty Upon Listing**

By submitting a vehicle listing, the Seller warrants that: (a) they are the lawful owner or duly authorized representative of the registered owner; (b) all listing information is true, accurate, and not misleading; (c) the vehicle is free from undisclosed encumbrances; (d) all photos are authentic photographs of the actual vehicle; and (e) they have read, understood, and agree to be bound by this Policy and this Agreement.

## VII. SETTLEMENT OF VEHICLE SALES

- Start N' Go serves as exclusive facilitator for all Platform-initiated transactions. All Buyer communications, lead conversions, and financing applications shall be processed solely through Start N' Go's authorized systems.
- The final sale contract is strictly between Buyer and Seller. Start N' Go is not the seller of record.
- Vehicle purchase payments are made directly from Buyer to Seller's verified bank account, as coordinated by Start N' Go's Transaction Coordinator. Start N' Go does not hold or intermediate vehicle purchase amounts.
- Seller shall cooperate with Start N' Go's payment verification and dispute mediation. Failure to respond within five (5) days constitutes waiver of claim.

## VIII. FEE SCHEDULE

**NOTE: (1) The rates below are effective as of the date of this Agreement. Any adjustment to the commission rates shall require the prior and mutual written consent of both Parties, formalized by a written amendment to this Agreement signed by authorized representatives of both Parties. (2) Success Fee applies regardless of the mode of payment used in the transaction (cash, financing, credit card, check, or otherwise).**

The Success Fee is a fixed flat fee based on the vehicle category, payable by the Seller to Start N' Go upon each completed sale facilitated through the Platform.

Vehicle Category	Success Fee
Sedan / Hatchback	₱15,000
Crossover / MPV / Sub-compact SUV	₱20,000
SUV / Van / Pickup / Truck	₱25,000
Premium / Luxury / Sports / Convertible	Case-to-case basis — subject to separate written agreement

Special situations:

- Consigned vehicle sale — Success Fee applies to the full selling price; consignment arrangements between Seller and registered owner do not affect Start N' Go's fee.
- Sale cancelled before Deed of Sale — No Success Fee is due if no Deed of Sale is executed and no Buyer payment is received.
- Circumvention within 90-day look-back — Full Success Fee + 25% liquidated damages; subject to voluntary disclosure cure window (Section III-A, item 5).

## IX. TERMINATION

### Grounds for termination

- Fraudulent, misleading, or unlawful listings;
- Circumvention of the Platform's payment, lead, or transaction process;
- Breach of confidentiality or data privacy provisions;
- Non-cooperation during dispute resolution or investigation;
- Misuse of Buyer data obtained through the Platform; or
- Any conduct detrimental to Start N' Go's reputation, integrity, or operations.

### Procedure

Start N' Go shall notify Seller in writing of any material breach. Seller shall have five (5) days to explain or rectify. Failure to respond or correct entitles Start N' Go to immediate termination without further notice.

### **Effects of termination**

- All active listings are automatically removed.
- Pending transactions are subject to Start N' Go review.
- Start N' Go may withhold or forfeit payouts for breach-related transactions.
- Termination does not affect Seller's obligations to Buyers under separate contracts.
- All fees paid to Start N' Go are strictly non-refundable upon termination.

Seller accreditation is valid for twelve (12) months from approval, subject to annual renewal.

## **X. DATA SHARING AND PRIVACY**

Seller consents to the collection and sharing of vehicle, Buyer, and transaction data with Start N' Go and its accredited financing and insurance partners for legitimate business purposes, consistent with R.A. 10173 and the Platform's Privacy Policy. For any refinancing referral, Seller acknowledges that Start N' Go will collect and transmit the referred applicant's personal and vehicle data to an accredited financing partner under a Data Sharing Agreement (DSA), subject to the applicant's separate consent. Seller acknowledges receipt and understanding of Start N' Go's Privacy Policy.

## **XI. PROHIBITED ACTIVITIES**

Seller shall NOT:

- List stolen, tampered, undocumented, or encumbered vehicles;
- Submit false or misleading information or tampered documents;
- Upload photos that infringe on intellectual property rights;
- Reuse photos of vehicles already sold;
- Circumvent the Platform's settlement or commission process; or
- Use Platform-generated Leads to solicit Buyers outside the Platform.

Violations may lead to delisting, forfeiture of proceeds, termination, blacklisting, and referral to authorities.

## **XII. INDEMNIFICATION**

Seller agrees to indemnify and hold harmless Start N' Go, its officers, directors, and employees from and against any claims, liabilities, losses, and expenses (including legal fees) arising from: (a) breach of this Agreement; (b) inaccurate, fraudulent, or illegal listings; or (c) violation of applicable laws or third-party rights.

## **XIII. DISPUTE RESOLUTION**

Disputes arising from this Agreement shall be resolved in accordance with Start N' Go's Unified Dispute Resolution Procedure set out in the Terms of Service §18, which is incorporated herein by reference and forms the sole governing mechanism for all disputes under this Agreement, the Terms of Service, and the Privacy Policy. The sequential procedure is: (1) Written complaint to admin@startngo.ph → (2) Good-faith negotiation (30 days) → (3) Proper courts of Quezon City, Philippines (exclusive jurisdiction). For claims within the Small Claims threshold, either party may elect to use the Small Claims procedure under A.M. No. 08-8-7-SC. Start N' Go reserves the right to seek emergency injunctive relief from the courts of Quezon City without prior exhaustion of Steps 1 and 2. Start N' Go's liability is limited to fees paid by the Seller for the disputed transaction.

## **XIV. CONFIDENTIALITY**

The contents of this Agreement — including fee rates, enforcement procedures, settlement processes, and proprietary policies — are strictly confidential and for Seller use only. Unauthorized disclosure constitutes material breach and may result in liquidated damages of up to PHP 500,000 as reasonably determined, without prejudice to other remedies. This obligation survives termination.

## **XV. AUDIT AND COMPLIANCE**

Start N' Go may conduct compliance audits of Seller transactions once per year to ensure data accuracy and transaction integrity. Sellers shall cooperate in good faith and provide documentation within five (5) business days of request.

## **XVI. FORCE MAJEURE**

Neither party shall be liable for failure to perform due to events beyond their reasonable control, including natural disasters, government restrictions, pandemics, or system outages. The affected party shall promptly notify the other and use reasonable efforts to mitigate.

## **XVII. REFINANCING LEAD REFERRAL**

If a Seller introduces a vehicle owner who may qualify for Refinancing / Sangla OR-CR services, the Seller may refer such owner to Start N' Go's refinancing brokerage. Start N' Go shall handle all refinancing applications directly with the applicant and its accredited financing partner. Referral terms, if any, shall be agreed separately.

## **XVIII. CLICKWRAP ACCEPTANCE**

By completing registration and clicking "I Agree," Seller declares that all information provided is true and correct, and agrees to be bound by this Agreement, the Start N' Go Terms of Service, Privacy Policy, and Fee Schedule (Section VIII). Acceptance through the Platform's electronic clickwrap constitutes valid and binding consent equivalent to a handwritten signature, pursuant to R.A. 8792 (Electronic Commerce Act) and A.M. No. 01-7-01-SC (Rules on Electronic Evidence). Acceptance is logged with timestamp and IP address.

*Confidential — For Seller Use Only — Pilot Version 2026 — © Start N' Go Marketing Corp.*