

User Agreement (1)

1. General Terms

- 1.1. This Agreement defines the terms of use of the Otogo Service by its Users.
- 1.2. For the purposes of this User Agreement, the following terms and definitions apply in the following sense:
 - 1.2.1. Service — An internet resource (website) and a mobile application called Otogo ("the App"), which also includes other products and services that reference or link to these legal terms ("Legal Terms"). The service is a digital platform designed to connect drivers, service providers, and businesses in the automotive sector. The Service acts as a subscription-based directory and management system for professionals and businesses to be discovered and connected with customers directly.
 - 1.2.2. Administration — The management of the Service is carried out by the company named OTOGO ("the Company"). The Company is registered in the Republic of Azerbaijan, at 24 Inqilab Ismayilov, Absheron 1000, Baku.
 - 1.2.3. User — Any legally capable person who has accepted the terms of the agreement and uses the Service's services. The User may be an individual or on behalf of any legal entity.
 - 1.2.4. Personal Cabinet — This is the User's environment comprising information and settings defined (placed) by the User.
 - 1.2.5. Submissions — Any questions, comments, suggestions, ideas, feedback, or other information directly sent to the Administration about the Services. All intellectual property rights over these Submissions are transferred to the Administration.
 - 1.2.6. Contributions — Materials that allow users to chat, participate, create, place, display, transmit, publish, share, or distribute content in blogs, forums, and other functionalities. This includes text, writings, video, audio, photos, graphics, comments, reviews, rating suggestions, personal information, and other materials. Any Submission placed publicly is also considered a Contribution.
 - 1.2.7. Information — Any information placed on the Service by a User or the Administration.
 - 1.2.8. Content — All intellectual property rights related to all source codes,

databases, functionality, software, website designs, audio, video, text, photos, and graphic materials contained in our Services.

1.2.9. Marks — The trademarks, service marks, and logos contained within the Service.

2. Intellectual Property Rights

2.1. Our Intellectual Property — We are the owner or licensee of all intellectual property rights in and to all source codes, databases, functionality, software, website designs, audio, video, text, photos, and graphic materials (collectively, the "Content") and the trademarks, service marks, and logos ("Marks") contained therein. The Content and Marks are protected by copyright and trademark laws and various other intellectual property and unfair competition laws.

2.2. Your Use of Our Services — Provided you comply with these Legal Terms, we grant you a non-exclusive, non-transferable, revocable license to access the Services and to download or print any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use or internal business purposes. No part of the Services and Content/Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission.

2.3. Your Submissions and Contributions — By sending any information ("Submission") directly to us about the Services, you agree to transfer all intellectual property rights over that Submission to us. By posting any Contribution, you grant us a perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully paid, worldwide right and license to use, copy, reproduce, distribute, sell, and display the Contributions (including your voice, name, and image) for any purpose, commercial, advertising, etc..

3. User Representations

3.1. By using the Services, you warrant that:

3.1.1. All registration information you submit will be true, accurate, current, and complete.

3.1.2. You will maintain the accuracy of such information and promptly update it as necessary.

- 3.1.3. You have the legal capacity and you agree to comply with these Legal Terms.
 - 3.1.4. You are not a minor in the jurisdiction in which you reside, or if you are, you have received parental permission to use the Services.
 - 3.1.5. You will not access the Services through automated or non-human means, such as bots, scripts, etc..
 - 3.1.6. You will not use the Services for any illegal or unauthorized purpose.
 - 3.1.7. Your use of the Services will not violate any applicable law or regulation.
- 3.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. User Registration

- 4.1. You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password.
- 4.2. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. Products

- 5.1. We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that such information is accurate, complete, reliable, current, or free of errors.
- 5.2. All products are subject to availability, and we cannot guarantee that any particular item will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

6. Purchases and Payment

- 6.1. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services.
- 6.2. The accepted payment methods are Visa and Mastercard. All payments shall be in AZN.
- 6.3. You agree to pay all charges at the prices then in effect and you authorize us

to charge your chosen payment provider for any such amounts. We reserve the right to correct any errors in pricing, even after we have sent an invoice or received payment.

6.4. We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

7. Return Policy

7.1. All sales are final and no refund will be issued.

8. Prohibited Activities

8.1. The Services may not be used in connection with any commercial endeavors except those that are specifically approved by us.

8.2. As a user of the Services, you agree not to:

8.2.1. Systematically retrieve data or other content from the Services to create a collection, compilation, database, or directory.

8.2.2. Attempt to impersonate another user or use the username of another user.

8.2.3. Interfere with, disrupt, or create an undue burden on the Services or the networks connected to the Services.

8.2.4. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.

8.2.5. Copy or adapt the Services' software, including but not limited to React Native JS, Java, HTML, JS, or other code.

8.2.6. Except as may be the result of standard search engine usage or browser usage, use or launch any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services.

8.2.7. Use the Services as part of any effort to compete with us or otherwise use the Services for any revenue-generating endeavor or commercial enterprise.

8.2.8. Engage in unauthorized framing of or linking to the Services.

9. User Contributions

9.1. Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may not be treated as confidential or proprietary.

- 9.2. When you create or make available any Contributions, you warrant that:
- 9.2.1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- 9.2.2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- 9.2.3. You have the written consent, release, and/or permission of every identifiable individual person in your Contributions to use the name or likeness of every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- 9.2.4. Your Contributions are not false, inaccurate, or misleading.
- 9.2.5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, or other forms of solicitation.
- 9.2.6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- 9.2.7. Your Contributions do not mock, ridicule, defame, intimidate, or abuse anyone.

10. Contribution License

- 10.1. By posting your Contributions to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, store, archive, use, copy, reproduce, distribute, publish, broadcast, title, archive, store, cache, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your voice, name, and image) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, your Contributions.
- 10.2. You waive all moral rights in any such Contributions and you warrant that any such moral rights have not been otherwise asserted. We do not assert any ownership over your Contributions. All of your Contributions or any intellectual property rights associated with your Contributions remain your property.

11. Guidelines for Reviews

11.1. We may provide you with areas on the Services to leave reviews or ratings. When posting a review, you must have firsthand experience with the person or entity being reviewed, and your review must not contain offensive, abusive, racist, or hateful language. You may not post reviews that are based on false or misleading statements.

11.2. We may accept, reject, or remove reviews in our sole discretion. We have no obligation to screen or delete reviews even if they are objectionable or inaccurate.

11.3. By posting a review, you grant us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, and sublicensable right and license to reproduce, modify, translate, transmit, display, and distribute all content relating to the review.

12. Mobile Application License

12.1. Use License — If you access the Services via a mobile application, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the Services on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms.

12.2. You shall not:

12.2.1. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application.

12.2.2. Make any modification, adaptation, improvement, translation, or derivative work from the application.

12.2.3. Use the application for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended.

13. Advertisers

13.1. We allow advertisers to place their advertisements and other information in certain areas of the Services, such as sidebar banners or videos. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

14. Management of the Services

- 14.1. We reserve the right, but not the obligation, to:
 - 14.1.1. Monitor the Services for violations of these Legal Terms.
 - 14.1.2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities.
 - 14.1.3. At our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof.
 - 14.1.4. Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

15. Privacy Policy

15.1. Data privacy and security are important to us. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms.

15.2. If you access the Services from any other region of the world with laws or other requirements governing data collection, use, or disclosure that differ from applicable laws in Azerbaijan, then through your continued use of the Services, you are transferring your data to Azerbaijan and you expressly consent to have your data transferred to and processed in Azerbaijan.

16. Copyright Infringements

16.1. We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below.

16.2. Please be advised that you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that a certain material located on or linked to by the Services infringes your copyright, you should first contact an attorney.

17. Term and Termination

17.1. These Legal Terms shall remain in full force and effect while you use the Services.

17.2. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE

RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS, OR OF ANY APPLICABLE LAW OR REGULATION.

17.3. We may terminate your use or participation in the Services or delete your account and any content or information that you posted at any time, without warning, in our sole discretion. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party.

18. Modifications and Interruptions

18.1. We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

18.2. We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services.

19. Governing Law

19.1. These Legal Terms shall be governed by and defined by the laws of the Republic of Azerbaijan.

19.2. OTOGO and yourself irrevocably consent that the courts of Azerbaijan shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

20. Dispute Resolution

20.1. You agree to submit to the exclusive jurisdiction of the courts of Azerbaijan for all disputes arising from or related to these Legal Terms and the legal

relationships established thereby.

20.2. OTOGO, however, retains the right to bring any action, proceeding, or counterclaim against you in your country of residence or place of professional activity.

21. Corrections

21.1. There may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

22. Disclaimer

22.1. THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

22.2. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services.

23. Limitation of Liability

23.1. IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES.

24. Indemnification

24.1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due

to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services.

25. User Data

25.1. We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services.

25.2. Although we perform regular backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption.

26. Electronic Communications, Transactions, and Signatures

26.1. Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

26.2. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

27. SMS Text Messages

27.1. By enrolling in any of our OTOGO SMS programs, you expressly consent to receive text messages (SMS) to the mobile phone number you provided. OTOGO SMS messages may include responses to your inquiries.

27.2. Opt-out — You may opt-out of receiving SMS from us by replying "STOP" to the message.

27.3. Support — If you have questions about our SMS communications, you can email us at otogoapp@gmail.com or call 0508808751.

28. Miscellaneous

28.1. These Legal Terms and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us.

28.2. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision.

28.3. We may at any time assign any or all of our rights and obligations to others. We will not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

28.4. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions.

28.5. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services.

29. Contact Us

29.1. In order to resolve a complaint regarding the Services or to receive further information, please contact us at:

OTOGO

24 Inqilab Ismayilov

Baku, Absheron 1000

Azerbaijan

Phone: 0508808751

Email: otogoapp@gmail.