

Terms of Use

Welcome to Addis Offer Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “**Services**”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

Email: contact@addisoffer.com

Phone: +251910932337

Address: Gerji Mebrat Hail, Addis Ababa Ethiopia

These Terms of Use (the “**Terms**”) are a binding contract between you and Addis Offer (“**Addis Offer**,” “**we**” and “**us**”). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy.

Please read these Terms carefully. They cover important information about Services provided to you. **These Terms include information about future changes to these Terms, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Connecting Car Sellers and Bidders

Addis Offer connects those offering cars for sale (“**Sellers**”) and those looking to acquire cars (“**Bidders**”). The Services act as a meeting place only; the actual contract for sale for each car listed on the Services is directly between the Seller and the winning Bidder.

When we use the word “you” in these Terms, it refers to any user, regardless of whether he or she is a Seller, Bidder, other registered user or unregistered user, while if we use one of those specific terms, it only applies to that category of user.

Before acquiring a car from any Seller (each, a “**Seller Car**”), Bidders are responsible for making their own determinations that the Seller Car is suitable. Addis Offer is only responsible for connecting Sellers and Bidders, and can’t and won’t be responsible for making sure that any Seller Car is up to a certain standard of quality. Addis Offer similarly can’t and won’t be responsible for ensuring that information (including credentials) any Bidder or Seller provides about himself or herself or about any Seller Car he or she is offering is accurate or up-to-date. Each Seller acknowledges and agrees that they shall make reasonable efforts to complete the sale of their Seller Car if there is a winning bid. Each Bidder acknowledges and agrees that if they are the winning bidder in an auction through the Services, their bid is binding on the Bidder and Bidder is responsible for all applicable government fees and taxes for the vehicle won through such bid. Notwithstanding the foregoing, we don’t control the actions of any Bidder or Seller, and Sellers aren’t our employees.

ADDIS OFFER DOES NOT DIRECTLY OFFER THE SELLER CARS. YOU HEREBY ACKNOWLEDGE THAT ADDIS OFFER DOES NOT SUPERVISE, DIRECT, CONTROL OR MONITOR THE SELLER CARS AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY FOR THE SELLER CARS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, REGULATION, OR CODE.

Sellers may not remove a car made available for auction on the Services before the end of such auction. While a Seller Car is listed on the Services, Seller may not list or make available such Seller Car on any other auction, dealership, listing service or publication.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site, send you an email, and/or notify you by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Addis Offer takes the privacy of its users very seriously. For the current Addis Offer Privacy Policy, please [click here](#).

What are the basics of using Addis Offer?

You may be required to sign up for an account, select a password and user name ("**Addis Offer User ID**"), and provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Addis Offer User ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization's or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party. You will comply with all laws that apply to you, your use of the Services, and your actions and omissions that relate to the Services (for example, Sellers must comply with all laws that relate to the Seller Cars). If your use of the Services is prohibited by applicable laws, then you aren't authorized

to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your Addis Offer User ID, account or password with anyone, and you must protect the security of your Addis Offer User ID, account, password and any other access tools or credentials. You're responsible for any activity associated with your Addis Offer User ID and account.

What about messaging?

As part of the Services, you may receive communications through the Services, including messages that Addis Offer sends you (for example, via email). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving certain marketing messages.

Are there restrictions in how I can use the Services?

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Addis Offer);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Addis Offer;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable (including, without limitation, by creating multiple accounts for purposes of cheating or gaming the bidding system);
- (d) jeopardizes the security of your Addis Offer User ID, account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) copies or stores any significant portion of the Content; or
- (j) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services as well as lead to court.

How may I use information obtained from other users?

You may not collect any information from or relating to another user (“**User Information**”), whether via the Services, in the course of offering or making an offer on Seller Cars, as applicable, or otherwise, beyond what is necessary to complete your diligence and the auction transaction. Upon the conclusion of an auction, you must properly destroy all User Information from or relating to such user and make no further use of it whatsoever. You must collect, use, maintain, and transmit all User Information in compliance with all applicable laws.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions (as defined below) and so forth (all of the foregoing, the “**Content**”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Addis Offers’) rights.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that Addis Offer owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

What about anything I contribute to the Services – do I have to grant any licenses to Addis Offer or to other users?

User Submissions

Anything you post, upload, share, store, or otherwise provide through the Services is your “**User Submission**”. Some User Submissions may be viewable by other users. You are solely responsible for all User Submissions you contribute to the Services. You represent that all User Submissions submitted by you are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations.

You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party’s copyrights or other rights (e.g., trademark, privacy rights,

etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) violate any law.

Licenses

In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us the rights in those User Submissions (see below for more information). Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

By submitting User Submissions through the Services, you hereby do and shall grant Addis Offer a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with this site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of this site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your account or the Services. You also hereby do and shall grant each user of this site and/or the Services a non-exclusive, perpetual license to access your User Submissions through this site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, including after your termination of your account or the Services. For clarity, the foregoing license grants to us and our users do not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to your User Submissions, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

Finally, you understand and agree that Addis Offer, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

We've adopted the following policy toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

- (1) Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright

infringement containing the following information to Addis Offers' Designated Agent to Receive Notification of Claimed Infringement (our "**Designated Agent**," whose contact details are listed below):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- (b) Identification of works or materials being infringed;
- (c) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
- (d) Contact information about the notifier including address, telephone number and, if available, email address;
- (e) A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

(2) Once Proper Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:

- (a) remove or disable access to the infringing material;
- (b) notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
- (c) terminate such content provider's access to the Services if he or she is a repeat offender.

(3) Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:

- (a) A physical or electronic signature of the content provider;
- (b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

- (c) A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- (d) Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located.

If a counter-notice is received by the Designated Agent, Company may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Addis Offers' Designated Agent at the following address:

Addis Offer
Contact@addisoffer.com
+251910932337
Gerji Mebrat Hail, Addis Ababa Ethiopia

Who is responsible for what I see and do on the Services?

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Addis Offer. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Addis Offer is not responsible for such risks.

Addis Offer has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Addis Offer will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or

utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that Addis Offer is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Addis Offer, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

Will Addis Offer ever change the Services?

We're always trying to improve our Services, so we may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Do the Services cost anything?

It is free to register for the Services but certain aspects of the Services may require that you pay us fees. If you decide to use these paid aspects of the Services, you agree to the Fees Terms set forth below, as we may amend them from time to time.

We reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

You must pay all fees and applicable taxes associated with our Services by the payment due date.

Fees

Listing Fees

The current fee ranges from ETB500-20,000 (Five Hundred to twenty thousand Birr) to list a Car on the Services.

Bidders' Fees

We require bidders' a fee of ETB300 (Three Hundred Birr) to be eligible to bid on a car. This price only applies to a single bidding. Users can bid on up to 10 cars at a given time period.

Please visit our "What is Addis Offer" and "Sell a car" pages for more information about our reserve sales and other product features.

What if I want to stop using the Services?

You're free to do that at any time by contacting us at contact@addisoffer.com.

Addis Offer is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. Addis Offer has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms; for example, a Bidder who believes that a Seller may be in breach of these Terms is not able to enforce these Terms against that Seller.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

If you have deleted your account by mistake, contact us immediately at contact@addisoffer.com – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Please Contact us for the Amharic version of this Terms of use documentation.