

National Automotive Design and Development Council

Draft Document on the Terms and Conditions that will apply on the NADDC Automotive Software Development Platform

Final Document

Terms and Conditions

Welcome to www.naddcautofix.com!

These terms and conditions outline the rules and regulations for the use of AUTOFIX's Website, located at <http://www.naddcautofix.com>

By accessing this website, we assume you accept these terms and conditions. Do not continue to use www.naddcautofix.com if you do not agree to accept all of the terms and conditions stated on this page.

The following terminology applies to this Terms and Conditions:

- i. "Client", "You" and "Your" refers to the User
- ii. "Council", "We", "Our" refers to National Automotive Design and Development Council (NADDC) and its representatives
- iii. "The Company" refers to the service provider
- iv. "Party" or "Parties" refers to both the Client, the Council and the Company,
- v. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, for the express purpose of meeting the Client's needs in respect to provision of the Company's stated services, in accordance with and subject to, applicable laws of Nigeria. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

A. Cookies

We employ the use of cookies. By accessing www.naddc.ddhub.org.ng, you agreed to use cookies in agreement with the AUTOFIX's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website/mobile application to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

B. License

Unless otherwise stated, AUTOFIX and/or its licensors own the intellectual property rights for all materials on www.naddc.ddhub.org.ng. All intellectual property rights are reserved. You may access this from www.naddc.ddhub.org.ng for your personal use subject to restrictions set in these terms and conditions.

You must not:

- i. Republish material(s) from www.naddcautofix.com
- ii. Sell, rent or sub-license material(s) from www.naddcautofix.com
- iii. Reproduce, duplicate or copy material(s) from www.naddcautofix.com
- iv. Redistribute content from www.naddcautofix.com

Parts of this website/mobile application offer an opportunity for users to post and exchange opinions and information in certain areas of the website/mobile application. **NADDC AUTOFIX** does not filter, edit, publish or review comments prior to their presence on the website. comments do not reflect the views and opinions of **NADDC AUTOFIX**, its agents and/or affiliates. comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, **NADDC AUTOFIX** shall not be liable for the comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of comments on this website/mobile application.

NADDC AUTOFIX reserves the right to monitor all comments and to remove any comment which may be considered inappropriate or offensive or which causes breach of these Terms and Conditions.

You are entitled to post the Comments on our website/mobile application provided that;

- i. The comments do not invade any intellectual property right, including, without limitation to, copyright, patent or trademark of any third party;
- ii. The comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- iii. The comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant **NADDC AUTOFIX** a non-exclusive license to use, reproduce and authorize others to use and reproduce any of your comments in any and all forms, formats or media.

C. Hyperlinking to our Content

1. The following organizations may link to our Website/mobile application without prior written approval:

- i. Government agencies;
- ii. Search engines;
- iii. News organizations;
- iv. Online directory distributors may link to our Website/mobile application in the same manner as they hyperlink to the Websites of other listed businesses; and
- v. System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups.

These organizations may link to our home page, to publications or to other Website information so long as the link:

- i. is not in any way deceptive;
- ii. does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and
- iii. fits within the context of the linking party's site.

2. We may consider and approve other link requests from the following types of organizations:

- i. commonly-known consumer and/or business information sources;
- ii. dot.com community sites;
- iii. associations or other groups representing charities;
- iv. online directory distributors;
- v. internet portals;
- vi. accounting, law and consulting firms
- vii. educational institutions and trade associations.

We will approve link requests from these organizations if we decide that:

- i. the link would not make us look unfavorably to ourselves or to our accredited businesses;
- ii. the organization does not have any negative records with us;
- iii. the benefit to us from the visibility of the hyperlink compensates for the absence of AUTOFIX; and
- iv. the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website/mobile application, you are to inform us by sending an e-mail to **NADDC AUTOFIX**. Please note the email should contain the following;

- i. Your name
- ii. Your organization's name
- iii. contact information
- iv. as well as the URL of your website,
- v. list of any URLs from which you intend to link to our Website and
- vi. a list of the URLs on our site to which you would like to link.

Please the expected response time is between 10-15 working days from the date of receipt of the email.

3. Approved organizations may hyperlink to our website/mobile application as follows:

- i. By use of our corporate name; or
- ii. By use of the universal resource locator (URL) being linked to; or
- iii. By use of any other description of our website/mobile application being linked, within the context and format of content on the linking party's website.

No use of **NADDC AUTOFIX's** logo or other artwork will be allowed for linking in the absence of a trademark license agreement.

D. iFrames

Without prior approval and written permission, you may not create frames around our webpages that alter in any way the visual presentation or appearance of our website.

E. Content Liability

The Council shall not be held responsible for any content that appears on any linked website. The company shall protect and defend the Council against all claims that is arising from the linked website. No link(s) should appear on any website that may be

interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

F. Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You are mandated to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions as well as it's linking policy at any time. By continuously linking to our website, you agree to be bound to and follow these linking terms and conditions.

G. Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links but we are not obligated to do so or to respond to you directly.

H. Penalty

Uploading to this website/mobile application any false information or comment will lead to the blacklisting, permanent denial of access to the website/mobile application and possible prosecution of the author of such false information or comment.

I. Disclaimer

We will take reasonable care and do all that is required on our part to give the parties the best possible experience while using this website/mobile application. However, we do not undertake that the information on this website/mobile application is correct, complete, accurate or up to date nor do we promise that the website/mobile application will remain available at all times.

To the maximum extent permitted by the applicable laws, we are not liable for all representations, warranties and conditions relating to the use of this website/mobile application. Nothing will make us liable for:

- i. Death or personal injury.
- ii. Fraud or fraudulent misrepresentation.
- iii. Liabilities in any way that is not permitted under applicable laws.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.