## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

#### What's in these terms?

These terms tell you the rules for using our website www.vehicleancestry.co.uk (our site).

#### Who we are and how to contact us

www.vehicleancestry.co.uk is a site operated by Vehicle Ancestry Ltd ("us", "our" or "We"). We are a limited liability company incorporated in England and Wales (under registration number 10747337) and have our registered office at 8 Rowthorn Drive, Shirley, Solihull, B90 4ST, West Midlands, England,. Our VAT number is 423 233 828.

To contact us, please email info@vehicleancestry.co.uk or telephone us on 0330 3110441.

#### By using our site you accept these terms

By using our site, you confirm that you accept and agree to be bound by these terms of use and our additional terms set out below and that you agree to comply with any directions set out in them together with any documents they expressly incorporate by reference.

If you do not agree to these terms, you must not access or use our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We recommend that you print a copy of these terms for future reference.

# There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Notice which sets out information on how we collect and use your personal data.
- Our Cookie Policy, which sets out information about the cookies on our site.
- If you purchase services from our site, our Customer Terms and Conditions of Supply will apply to the services supplied.

## We may make changes to these terms

We may revise and update these terms from time to time, in our sole discretion. All changes are effective immediately when we post them. Every time you wish to use our site, please check these terms to ensure you are aware of and understand the terms that apply at that time, as they are binding on you. These terms were most recently updated in October 2023.

#### We may make changes to our site

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities, without notice. Please remain aware of and check for any changes that may be made to our site content from time to time, as this is your responsibility, not ours. We will try to give you reasonable notice of any major changes.

#### We may suspend or withdraw access to our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or access to any part of our site for business or operational reasons. We will not be liable if for any reason all or any part of our site is unavailable at any time or for any period. We will try to give you reasonable notice of any suspension or withdrawal.

The quality of the display of content or speed of downloading documents from our site may vary or be affected by the configuration of your device settings, your location and the speed of your internet connection. We are not responsible in any way for your ability to access our site or view content on it, even if your equipment and systems meet the minimum technical requirements for doing so.

# We may transfer our rights to someone else

We may transfer our rights and obligations under these terms to another organisation. We shall endeavour to provide written notice to you in writing should this happen and we shall endeavour to ensure that the transfer does not affect your rights under the applicable terms.

#### Our site is only for users in the UK

Our site is directed to authorised site users residing in the United Kingdom. We make no representation that any content, or documents expressly referred to as being available on or through our site are appropriate for use or available in other non-UK locations.

It is a condition of your use of our site that all the information you provide on our site is correct, current, and complete. You agree that all information you provide to register with us or otherwise through the use of any interactive features on our site, is governed by our privacy notice, and you consent to all actions we take with respect to your information consistent with our privacy policies.

#### You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You also acknowledge that your account is personal to you and agree not to provide any other person with access to our site, or any part of it using your user name/s, password/s or other security information.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you (or in a company your authorised users) knows an authorised user identification code or password, you must notify us immediately of any unauthorised access at info@vehicleancestry.co.uk.

#### How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by trade mark, copyright and other intellectual property or proprietary rights laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download or temporarily store extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors or for any purpose that is unlawful or improper.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return, delete or destroy any copies of the materials you have made.

## No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process
  or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content,
  information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

Again, the provisions in this clause should be treated as an express reservation of our rights in this regard.

#### Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice upon which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

# We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources. If you use any services or enter into any contract on a third party site you agree that we will not be a party to any contract you enter and we will not be responsible for any loss or damage suffered as a result of doing so.

#### How to complain about or report content

If you become aware of any unlawful or improper use of material that could comprise or be connected to child abuse or exploitation, human trafficking, bribery or that could comprise terrorist content or be connected to terrorism, please contact us immediately by emailing info@vehicleancestry.co.uk or telephone us on 0330 3110441.

If you wish to complain about any other content, please contact us by emailing info@vehicleancestry.co.uk or telephone us on 0330 3110441.

## Our responsibility for loss or damage suffered by you

#### Whether you are a consumer or a business user:

- Nothing in these Terms limits or excludes any liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation or for any other liability which may not be excluded or limited by law.
- We, our employees and any persons associated with us do not accept liability for any:
  - loss or damage which arises from a circumstance which is outside of our reasonable control;
  - loss or damage which is caused by an interruption in or non-availability of the website or the Services;
  - direct or indirect loss of profits, business, reputation, anticipated savings or turnover;
  - loss of or corruption to data;
  - indirect, special, punitive, statutory or consequential losses whatsoever; or
  - loss or damage which you differ as a result of any claims or actions (including criminal actions)
     which are brought against you by a third party.
- Our liability to you or any other users for any other losses and damages, whether arising in contract, tort, breach of statutory duty or under any legal theory whatsoever arising out of or in connection with our site shall be capped at an amount equivalent to the higher of £1,000 or any sums paid by you in the twelve months immediately prior to the event giving rise to a claim.
- We take reasonable precautions to prevent the occurrence of viruses and other malicious programmes, but we cannot guarantee that they will not be present on our site. We also cannot guarantee that our site will be free from errors or that it will be fully operational or that all content will work on all devices.
- You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

### If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - o use of, or inability to use, our site; or

- o use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - o loss of business opportunity, goodwill or reputation; or
  - o any indirect or consequential loss or damage.

#### If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will repair the damage.

## How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

#### Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site you must ensure that such content:

- is accurate (where it states facts);
- is genuinely held (where it states opinions);
- complies with the law applicable in England and Wales, Northern Ireland, Scotland and in any country from which it is posted;
- is not likely to deceive any person;
- does not promote illegal content or activity;
- is not carried out in contempt of court;
- does not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
   and
- does not advocate, promote, incite any party to commit, or assist any unlawful or criminal act.

You warrant that any such contribution does comply with the standards set out above, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

#### Rights you are giving us to use material you upload

You must not upload any unlawful or improper material that could incite an offence, cause any person to participate in illegal activities, provide instruction on any method or technique for committing an offence or threaten to commit an offence.

Any content you upload to our site will be considered non-confidential and non-proprietary.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.

You are solely responsible for securing and backing up your content.

When you upload content to our site, you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by our site and for use across different media including to promote our site or our services.

#### We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the UK crime laws and we shall report any such breach or offence to the relevant law enforcement authorities. We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@vehicleancestry.co.uk.

#### Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive

jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### **Trade Marks**

You are not permitted to use our logo or trade marks without our approval, unless they are part of material you are using as permitted under *How you may use material on our site*.

#### **Your Comments and Concerns**

This website is operated by Vehicle Ancestry Ltd.

All feedback, comments, and other communications relating to our website should be directed to info@vehicleancestry.co.uk.

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