

## I. Introduction

1. These Terms and Conditions govern your use of the website ran under the brand "Automoli", in the Internet domain "automoli.com" (hereinafter referred to as the "Website"). If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use the Website.
2. The full name of our enterprise is AutoISO Sp. z o.o. We are registered in Poland under tax identification number (NIP-PL): PL 6342976575; our business is registered in the commercial register maintained by the District Court Katowice-Wschód under No. 348800. Our registered address is: ul. Gnieźnieńska 12, 40-142 Katowice (Poland). You can contact us by the "Contact us" form or to the support@autoiso.pl
3. The main objective of the Website is to provide its users with as much technical and historical data of a particular vehicle (Vehicle Data) on the basis of the VIN Number as possible. We acquire the data from the Database defined below. Despite our efforts to make the Vehicle Data a reliable source of knowledge regarding a particular vehicle, full verification of that data with the up-to-date actual state is not possible. Therefore, the Vehicle Data may replicate source errors of the Database and differ from the up-to-date actual state. Due to that fact the Vehicle Data should be treated only as a subsidiary tool to assess history and condition of a particular vehicle, and the actual condition and documents of that vehicle should be always examined directly by concerned persons, especially before vehicle purchase. The access to the Vehicle Data can be chargeable. The Vehicle Data does not contain any personal data. The content of the Vehicle Data varies with respect to each vehicle and depends on the specific data available in the Database. You may check whether the Database contains the specific data before you download the Vehicle Data.
4. Our services available on the Website are dedicated for individuals, companies and other entities, who or which are located or inhabited in the territory of European Union or United States of America.
5. Services on the Website are destined for users who are at least 18 years old.
6. Rules of our use of your personal data and cookies are subject to regulation in our Privacy Policy available on the Website.
7. To use the Website you need to use a device which has access to Internet and to Internet browser such as Internet Explorer 9.0 or similar software. For using some options of the Website it may be necessary to use the cookies or to use Java software and Java Script. We do not bear any liability for any lack of access to the data stored on the Website due to the lack of conformity of your device with technical requirements stipulated hereinabove.

## II. Definitions

In these Terms and Conditions:

"Vehicle Data" means various types of vehicle data sets available on the Website from the Database, which concern information on particular vehicles (that may

include information regarding vehicle history, technical specification, vehicle safety, etc.) and which should be treated only as a subsidiary tool to assess history and condition of a particular vehicle as they are not fully verified with respect to their accuracy and consistency with the up-to-date actual state of that vehicle.

“Consumer” means any natural person who is acting for purposes which are outside his or her trade, business or profession.

“Database” means all sources of the Vehicle Data available to us, in particular our database “Automoli” and databases associated with us, in particular: National Motor Vehicle Title Information System (NMVTIS, <http://www.vehiclehistory.gov/>), National Highway Traffic Safety Administration (NHTSA, <http://www.nhtsa.gov/>), Vehicle & Operator Services Agency (VOSA, <https://www.gov.uk/government/organisations/vehicle-and-operator-services-agency>), and other databases containing vehicle data.

### **III. License to use the Website**

1. Unless otherwise stated, we or our licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.
2. You must not in particular:
  1. republish material from the Website (including republication on another website);
  2. sell, rent, lending, donation, transfer or sub-license material from the Website;
  3. show any material from the Website in public;
  4. edit or otherwise modify any material on the Website;
  5. unless you receive our express written consent to do so.

### **IV. Acceptable use**

1. You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Information, graphics and other materials available on the Website are subject to copyrights protection.

2. You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
3. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without our express written consent.
4. You must not use the Website to transmit or send unsolicited commercial communications.
5. You must not use the Website for any purposes related to marketing without our express written consent.

## **V. Restricted access**

1. Access to certain areas of the Website is restricted. We have the right to restrict access to other areas of the Website, or to the whole Website, subject to rights of the users arising from the previously concluded agreements.
2. If we provide you with a user ID and password to enable you to access restricted areas of the Website or other content or services, you must ensure that the user ID and password are kept confidential.

## **VI. User generated content**

1. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, rules of social existence, Netiquette nor other established customs, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).
2. You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
3. We reserve the right to edit or remove any material submitted to the Website, or stored on our servers, or hosted or published upon the Website.
4. Notwithstanding our rights under these Terms and Conditions and binding law in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on the Website.
5. You are requested to store all data uploaded on the Website also on your own devices to prevent them additionally from being lost.

## **VII. Procedure to obtain the Vehicle Data and payment**

1. The access to the certain areas of the Website and obtaining the Vehicle Data are chargeable. In such case, the payment shall be done solely via the payment services providers indicated on the Website (such as PayPal or PayU) by a credit card or other means provided thereby.
2. In case you want to obtain the Vehicle Data you should first indicate to us the VIN number or other vehicle data (as requested in the forms on the Website) in order to check whether we possess any information concerning the specific vehicle. Then you should register on the Website and choose one of the options to acquire the Vehicle Data to enable us to provide you with our services. The agreement between you and us on providing the Vehicle Data from the Database shall be deemed as concluded at the moment of making the payment by you. This Terms and Conditions constitute the part of the agreement between you and us.
3. Please be aware that payments for the services provided on the Website are made through the payment services providers indicated on the Website (such as PayPal or PayU) and thus payments made in relation to the services provided on the Website are governed by terms and conditions of those companies, which are available on their websites.
4. Prices of the Vehicle Data in various options are provided on the Website.
5. On the Website you may order subscriptions of specified numbers of the Vehicle Data during the specified time-periods. The price of such subscriptions (provided on the Website) varies and depends on the time-period and the number of the Vehicle Data for which the subscription is granted.
6. In case the Database is unavailable during the period in which you are entitled to use our services on the basis of the subscriptions for longer than 1 day, the period of the relevant subscription shall be extended accordingly on demand of the user of that subscription.
7. The Vehicle Data is generated automatically and, subject to the limits specified on the Website, are available immediately after the agreement between you and us on providing the Vehicle Data is concluded. Any delays in the Vehicle Data generation which appeared due to technical problems caused by a third party or for the purpose of maintaining the Website and updating its software do not constitute a breach of the agreement on providing the Vehicle Data.
8. Purchased Vehicle Data is made available on the Site for 30 days. After this period, they may be completely removed from the Site.
9. We can offer you additional services on the Website connected with the Vehicle Data, in particular as regards to automatic valuation of the vehicle that is subject to the Vehicle Data. In such case the provisions of these Terms and Conditions regarding services of providing the Vehicle Data shall be applied accordingly, in particular with respect to purchase of the services (Section VII of these Terms and Conditions) and scope of our responsibility for these services (Sections VIII-X of these Terms and Conditions).

## **VIII. Limited warranties and complaints from the users**

1. Pursuant to the agreement between you and us on providing the Vehicle Data we are obliged to provide you with access, to the Vehicle Data, which are available in the Database at the time of the request. The Vehicle Data are only to help and advise you, the Database is not an official database. Therefore, due to objective reasons, we do not warrant the completeness or up-to-date accuracy of the Vehicle Data.
2. We do provide the Vehicle Data only on the basis of the data that we possess in the Database at the time of the request for providing with the Vehicle Data. Thus you should be aware that in case you obtain any of services available on the Website, it is possible that some of information you desire may not be available in the Database or may be out of date or not accurate. We are not liable for such lack of information in the Vehicle Data or lack of possibility to generate the Vehicle Data due to the lack of requested information in the Database or due to the fact that the data in the Vehicle Data are not up-to-date or not fully consistent with the actual state. All vehicle history reports or other services purchased by the consumer are valid for 30 days from the date of purchase.
3. The vehicle specifications presented in the Vehicle Data are based on decoding the VIN Number (which statically identifies the vehicle's manufacturer and description). Hence, it will not reflect specific modifications made to this particular vehicle over the course of its existence.
4. In case you are not the Consumer, to the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to the Website and the use of the Website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill); and we do not guarantee accuracy of decoding of the VIN Number.
5. Should you notice any technical problems of the Website, or if you find that any data provided by us is incomplete, or not up-to-date, or if you have any complaints regarding the Website, you should immediately notify us about this by the "Contact us" form or to the e-mail address stated above in Introduction to the Terms and Conditions. We make efforts to respond to your e-mail as soon as possible.

## **IX. Limitations and exclusions of liability**

1. Nothing in these Terms and Conditions will (a) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (b) limit any of our or your liabilities in any way that is not permitted under applicable law; or (c) exclude any of our or your liabilities that may not be excluded under applicable law; in particular it will not exclude any of our or your liability for damage or loss made by fraud (meant as intentional guilt).
2. The limitations and exclusions of liability set out in these Terms and Conditions:

1. are subject to the paragraph 1 above;
  2. govern all liabilities arising under the Terms and Conditions or Private Policy in relation to the subject matter of the Terms and Conditions or Private Policy, including liabilities arising in contract, tort, and/or delict; and
  3. are not applicable to the Consumers.
3. In case you are not the Consumer, as far as possible under applicable law:
    1. we will not be liable for any loss or damage of any nature, unless those loss or damage were done by fraud (meant as intentional guilt), in particular any liability on the basis of warranty rule or similar is hereby excluded;
    2. we will not be liable to you in respect of any loss or corruption of any data, database or software both our and yours.
  4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
  5. The Vehicle Data is provided exclusively to the user which is a party to the agreement with us on providing the Vehicle Data. Making the Vehicle Data public by the purchaser of that data who is not the Consumer is forbidden.
  6. As regards data in the Vehicle Data which comes from National Motor Vehicle Title Information System (NMVTIS), by using the Website you accept the disclaimer of NMVTIS, which constitutes part of these Terms and Conditions and which is available at <http://vehiclehistory.gov/nmvtis/> and also on the Website. As regards data in the Vehicle Data which comes from National Highway Traffic Safety Administration (NHTSA) or Vehicle & Operator Services Agency (VOSA) databases, by using the Website you accept terms and conditions governing those databases unless they are intended for the direct users of that website.

## **X. Indemnity**

In case you are not the Consumer, you hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

## **XI. Breaches of these Terms and Conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, which aims to stop continuation of the breach

and to limit scope of the damage caused by the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your Internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

## **XII. Variation**

1. We may update this Terms and Conditions from time-to-time by posting a new version on the Website. In case you have provided us with your personal data, including your e-mail address, and if our services for you are being provided at the time of change of this Terms and Conditions, you will be notified about every such change.
2. In case you are not the Consumer, change of our contact details will not constitute amendment to this Terms and Conditions.
3. You should keep your e-mail address specified upon registration on the Website up-to-date.

## **XIII. Assignment**

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions.

## **XIV. Severability**

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **XV. Exclusion of third party rights**

These Terms and Conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms and Conditions is not subject to the consent of any third party.

## **XVI. Entire agreement**

These Terms and Conditions, together with our Privacy Policy, and prices stipulated on the Website constitute the entire agreement between you and us in relation to your use of the Website, and supersede all previous agreements in respect of your use of the Website.

## **XVII. Access for consumers to information system NMVTIS - disclaimer**

1. The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and brand history for automobiles, but it does not contain detailed information regarding a vehicle's history, servicing and repair history.
2. All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.
3. Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk".

## **XVIII. The information in NMVTIS**

1. The information in NMVTIS includes
  1. Information provided by state agencies involved in the vehicle title registration process.
  2. Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
  3. Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by



state, but may provide useful information about the condition or prior use of the vehicle.

4. Most recent odometer reading in the state's title record.
  5. Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
  6. Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.
2. Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."
  3. You are advised to visit [www.vehiclehistory.gov](http://www.vehiclehistory.gov) for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

## **XIX. Law and jurisdiction**

1. These Terms and Conditions will be governed by and construed in accordance with Polish law; within the scope not regulated by these Terms and Conditions the Polish Civil Code dated April 23, 1964, Act on Consumers Rights dated May 30, 2014 (with respect to the Consumers) and Act on Services Rendered by Electronic Means of Communication dated July 18, 2002 shall apply in particular.
2. In case you are not a Consumer these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of Poland.
3. In case you are a Consumer and your domicile is located on the territory of Poland as of the date of conclusion the agreement between you and us on providing the Vehicle Data any disputes relating to these Terms and Conditions or Private Policy shall be subject to the exclusive jurisdiction of the courts of Poland.

## **XX. Revocation right**

1. In case you are a Consumer and you subscribe specified various numbers of the Vehicle Data during the specified time-period, unless you have started to use our services, that is, if you have obtained via the Website any Vehicle Data, you have the right to revoke this agreement without stating any reasons within 14 days. The revocation period is 14 days from the date on which the agreement has been concluded. To exercise your right of revocation, you must

inform us by e-mail or post address provided in the Introduction of these Terms and Conditions of your decision to cancel this contract by means of a clear statement (e.g. letter sent by mail or e-mail). You may use the revocation form available on "Contact us" webpage, which is however not mandatory. For an observation of the revocation period, it is sufficient that you submit the notice on revocation prior to the revocation deadline.

2. If you start to use our services on the Website before the deadline to exercise your right of revocation, you lose this right. By accepting these Terms and Conditions you acknowledge the possibility of losing the right of revocation.
3. If you revoke this agreement, we shall be obligated to refund you promptly all payments that we have received from you, at the latest within 14 days from the day on which the notice on revocation of this agreement is received. For this refunding we shall use the same means of payment you used in the original transaction, unless other means has been expressly agreed upon with you; in no case will you be charged with fees for this refund.

**1.**