

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY

USER SUBSCRIPTION LICENCE

Access to Autodata's database is controlled by an electronic permit activated by entering a Username and Password. The Usernames and Passwords are supplied by Autodata or its authorised agent on a subscription basis. To be issued with such a Username and Password you must complete the Registration Form and submit it as directed.

By submitting your registration details and by paying the subscription fee, you agree to be bound by the terms and conditions of this Licence. In exchange, Autodata will grant you a licence to access and use the Autodata information on the following terms and conditions:

1. Definitions

In this Licence, the following words will have the following meanings:

"Autodata" means Autodata Limited of Priors Way , Maidenhead, Berkshire SL6 2HP England ;

"Autodata Information" means the information gathered by Autodata and published on the Subscription Area of the Autodata website [www.autodata-online.net];

"Registration Form" means the electronic form on which You enter Your details

"Subscription Area" means that part of the Autodata Website which is only accessible by entering a valid username and password and which contains the Autodata Information;

"Subscription Fee" means the fee You pay to Autodata for the right to access the Autodata Information, details of which are set out on the Registration Form

"You" means the organisation paying to have access to the Autodata Information, and **"Your"** will be construed accordingly;

2. Licence Grant

- 2.1. On receipt of the correctly completed Registration Form and on payment of the relevant Subscription Fee, Autodata will grant you access to the Subscription Area and grant you a non-exclusive non-transferable limited licence to use the Autodata Information.
- 2.2. The Licence is issued to the single site or address stated on the Registration Form and covers the access of Autodata Information by a single personal computer in use at that location including the downloading and use of the software programs and data to the hard disk of that single personal computer.
- 2.3. Access and use of Autodata Information by one or more additional personal computers at the location applicable in paragraph 2.2 will be subject to the completion of further Registration Forms and will be subject to additional subscription fees.
- 2.4. You will only use the Autodata Information as a source of reference for the purposes of maintaining and repairing motor vehicles.
- 2.5. Only You and Your employees are authorised to use the username and password Autodata give to You in accordance with paragraph 2.2, and You will not (and You will ensure Your employees do not) pass the Username and Password on to any other party.
- 2.6. You may not use, rent, lend, lease, sell, distribute or otherwise transfer any Autodata Information or any copy, modification, translation or adaptation of any Autodata Information except as permitted by law or expressly set out in this Licence.
- 2.7. All rights in the Autodata Information and Usernames and Passwords including, without limitation, all copyright and database rights (including but not limited to all data, text, images, diagrams and layouts) are owned by Autodata and are subject to international copyright laws and treaties. All rights of Autodata are hereby expressly reserved. This Licence does not give You any rights of ownership in Autodata's intellectual property.

3. Duration

- 3.1. Unless Autodata terminates it in accordance with clause 5.2 below, this Licence will begin on the date on which Autodata issue You with a username and password to access the Subscription Area and will continue for one year, or such time as agreed and paid for, after which You will need to renew the Licence by paying a further Subscription Fee. Autodata will send an electronic reminder before the License expiry date. If You do not renew Your subscription, the username and password will no longer be valid and You will no longer have access to the Subscription Area.

4. Warranties and Indemnities

- 4.1. The Autodata Information has been compiled by Autodata from information supplied by vehicle and component manufacturers and from the results of tests carried out by Autodata. All reasonable care has been taken to ensure the accuracy of such information. Nevertheless, Autodata give no warranty that the Autodata Information is complete or accurate and, to the maximum extent permitted by law, Autodata will accept no liability arising from any inaccuracy or incompleteness of the Autodata Information.
- 4.2. The Autodata Information was compiled for use with vehicles manufactured to European specifications. You should be aware that in countries outside Europe model names and descriptions and the specifications relating to them may differ from those listed in the Autodata Information.
- 4.3. The Autodata Information is provided 'AS IS' and all conditions or warranties express or implied, statutory or otherwise (including without limitation those pertaining to accuracy, completeness, currency, non-infringement, merchantability or fitness for a particular purpose (whether or not notified) of any product) are hereby excluded.
- 4.4. Autodata makes all reasonable efforts to ensure the Autodata website is free from computer viruses, Trojans and other malicious code, however You should ensure that You use adequate, up to date, anti-virus software. Autodata will accept no liability arising from any infection by computer viruses or other malicious code.

- 4.5. Autodata makes all reasonable efforts to ensure that the Autodata website is available, on some rare occasions the number of users accessing it may cause it to run slowly, and on other occasions it may be temporarily unavailable whilst it is being serviced or repaired. Whilst Autodata will endeavour to warn users of scheduled service interruptions, Autodata does not warrant that the site will be accessible at all times. To the maximum extent permitted by law, Autodata will accept no liability arising from the inability of users to access the Autodata Information or any slow running of the Autodata website.
- 4.6. Except as set out in this Licence or as required by law, no other warranties (whether express or implied) are made in respect of the Autodata Information or the Autodata website.
- 4.7. Your sole remedy and the entire liability of Autodata are as set out in this Licence and in no event shall Autodata be liable to you or any other person for any damages including any incidental or consequential loss, loss of profits or business or other damages arising out of any representations relating to the Autodata Information or the use or inability to use the Autodata website.
- 4.8. You hereby indemnify and hold harmless Autodata from and against all liability, cost (including legal costs), damage, loss, action, claim or proceedings arising directly or indirectly as a result of any unauthorised use by You (or Your employees) of the Autodata Information or of the Autodata website.
- 4.9. Nothing in this Agreement shall operate to exclude or restrict the liability of either Party for death or personal injury due to its negligence, nor for fraudulent misrepresentation.

5. General

- 5.1. You shall not assign or sub-license all or any part of Your subscription, this Licence or the Autodata Information without the prior written consent of Autodata.

- 5.2. In the event that you fail to comply with the terms and conditions of this Licence, Autodata shall be entitled to terminate the licence granted to you with immediate effect and without notice.
- 5.3. If any provision of these Licence terms and conditions and the licence granted to you is declared void or unenforceable the remaining provisions of these Licence terms and conditions and the licence shall remain in full force and effect.
- 5.4. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of the other Party.
- 5.5. Nothing in this Licence is intended to confer any benefit on any third party (whether such benefit would have arisen under the Contracts (Rights of Third Parties) Act 1999 or otherwise) and no term will be enforceable by any third party.
- 5.6. No amendment or variation to this Licence shall take effect unless it is in writing, signed by authorised representatives of each of the Parties
- 5.7. These Terms and Conditions and the licence granted to you shall be governed by and construed in accordance with the laws of England .