

## uCheck Website Terms and Conditions of Use

### THESE TERMS

These uCheck Website Terms and Conditions of Use (the "**Terms**") set out the terms which apply when you access and use this uCheck website (the "**uCheck Website**").

Please read these Terms carefully before you start to use the uCheck Website. We recommend that you print or save a copy of them for future reference.

By using the uCheck Website you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the uCheck Website.

### 2. ABOUT US

We are British Car Auctions Limited ("**we**", "**our**" or "**us**"), incorporated and registered in the England and Wales, whose registered office is at Form 2, 18 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XA. Our Company registration number is 00438886.

In these terms of use, references to "you" is a reference to the person that is using the uCheck Website.

### 3. CHANGES TO THESE TERMS

We may revise these Terms (including to take account of changes we make to the uCheck Website) at any time without notice by amending this page. The amended Terms will be effective from the date they are posted to the uCheck Website. Your continued use of the uCheck Website will constitute your acceptance of the amended Terms.

### 4. CHANGES TO THE uCHECK WEBSITE

We may update (including to add or remove functions, features or content), suspend or discontinue all or any part of the uCheck Website or your access to it at any time and without notice or liability.

We do not guarantee that the uCheck Website will always be available or that your access to and use of it will be uninterrupted.

### 5. ACCESS TO THE uCHECK WEBSITE

Access to the uCheck Website is provided via the single use link that you have been provided with by the car dealer or other organisation from whom you have requested a valuation. Once you have left the uCheck website after adding details to all sections of the uCheck Website another single use link will need to be requested from that car dealer or other organisation if you wish to access the uCheck Website again. Until then, you can access the uCheck Website up to 10 times using the same link before you will need to request another single use link.

### 6. THE INFORMATION YOU PROVIDE

You acknowledge and agree that:

- the information you provide (including photographs) when you complete the online appraisal form will be shared with the car dealer or other organisation that is valuing your vehicle for the purpose of completing and providing you with that valuation;
- the valuation is an indicative price for your vehicle but it not guaranteed; and
- the price of your vehicle the car dealer or other organisation may be willing to pay is dependent upon: (i) the information you provide in the online appraisal form being true, accurate and complete; and (ii) the condition of your vehicle when presented to the car dealer/other organisation for inspection.

You are responsible for ensuring that the information you provide when you complete the online appraisal form is true, accurate and complete. Failure to do so may affect the valuation of your vehicle.

### 7. ACCEPTABLE USE

You may use the uCheck Website to provide the requested information and complete the online appraisal form in relation to the vehicle you wish to have valued only.

You may not use the uCheck Website:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

## **uCheck Website Terms and Conditions of Use**

- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to:

- reproduce, duplicate or copy any part of the uCheck Website.
- access without authority, interfere with, damage or disrupt:
  - any part of the uCheck Website;
  - any equipment or network on which the uCheck Website is stored; or
  - any software used in the provision of the uCheck Website.

### **8. VIRUSES**

We do not guarantee that the uCheck Website will be secure or free from bugs or viruses.

### **9. OWNERSHIP OF THE uCHECK WEBSITE**

We are the owner or the licensee of all intellectual property rights in the uCheck Website and in the content of and material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

### **10. OUR LIABILITY**

While we will use reasonable skill and care in the operation of the uCheck Website, it is provided on an "as is" and "as available" basis and we exclude all implied conditions, warranties, representations or other terms that may apply to the uCheck Website 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:

- use of, or inability to use, the uCheck Website; or
- use of or reliance on any content displayed on the uCheck Website.

In particular, we will not be liable for any indirect or consequential loss or damage.

However, nothing in these Terms shall affect your statutory rights or exclude our liability for:

- death or personal injury arising through negligence;
- fraudulent misrepresentation; and/or
- anything else that cannot be excluded or limited by us under English law.

### **11. APPLICABLE LAW AND JURISDICTION**

These Terms shall be governed by the laws of England and Wales and any matter or dispute arising in connection with them shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **12. GENERAL**

If any provision of these Terms is or becomes illegal, invalid or unenforceable, that does not affect the legality, validity or enforceability of the other provisions.