

# General terms and conditions of TyreScope Limited for Dealers to use the TyreScope sales, data collection and marketing platform.

These terms and conditions govern our agreement to provide services and products to the customer named in our order. By ordering, subscribing for or otherwise accessing or using any of our services or products, you agree to be bound by these terms.

Please read these terms carefully and make sure you understand them before ordering or using our services or products. If you refuse to accept these terms, you will not be able to order services or products from us. If you have any questions about these terms, please contact us.

We reserve the right to change these terms when necessary. It is your responsibility to ensure that you understand these terms as they apply from time to time.

## **About us**

The operator is TyreScope Limited, a company registered in England and Wales (Company number 8555146). Registered office, Bond International 1 Halifax Way, Pocklington Industrial Estate, Pocklington, East Riding, United Kingdom, YO42 1NR

1.1. TyreScope Limited, hereinafter the “Operator”, operates the Tyrescope online marketing platform, and hereinafter “Platform”. The platform is an online platform for creating Driver clubs websites, iFrames , scanners, mobile apps, and advertising and marketing of Tyres and garage services on the internet.

Tyre dealers and garages will hereinafter be referred to as “advertisers” and web visitors as “customers”. Advertisers and customers together will be referred to as “users”.

1.2. All agreements made between Operator and advertiser, must be based on the operator’s current general terms and conditions, unless an individual exemption is agreed upon in writing. Advertiser’s general terms and conditions are irrelevant to contracts signed with the operator, by signing up to the platform, advertisers automatically agree with the operator’s general terms and conditions. We reserve the right to change these terms and conditions, when necessary, it is the users’ responsibility to ensure that you understand these terms as they apply from time to time.

1.3. Through the platform, tyres and garage services can be advertised and marketed to customers, as long as the offer is not against the law, contrary to the accepted principles of morality, or in discordance with these general terms and conditions. The operator does not advertise its own products, and does not act as a party or representative of any party to any contracts between the users, resulting from sales advertised through the platform.

1.4. The operators only part in the legal relations between users is supplying these general terms and conditions.

## **2. Extent of service**

2.1. The service provided by the operator consists of supplying an electronic online platform to advertise offers made by advertisers, activating these offers, enabling customers to check their tyres, view, and enquire and book through the platform. In addition, the platform facilitates electronic communication between users.

2.2 The operator retains the right to change the look and format of the platform. A claim to utilising the portal can be made only with respect to the latest developments in technology. The operator is entitled to limit or discontinue its service temporarily if this is deemed necessary in connection with its capacity, the safety or integrity of the server, or for the implementation of technical measures, and contributes to the rendering of specified or improved services (maintenance). In such cases, the operator respects the user's legitimate interests.

2.3 A robust internet connection is required for proper access the platform. The users are responsible for procuring and maintaining the internet network connections that connect your network to the platform, and we assume no responsibility for the reliability or performance of any internet connections you may have.

### **3. Contract conclusion**

3.1. The signing up and transmission of data by the advertiser constitutes an offer to conclude a subscription agreement for the utilisation of the platform.

3.2. The operator makes a decision as to whether the offer will be accepted or not at its own discretion and within 10 days after submission of the offer. The advertiser is not entitled to receiving a declaration of acceptance.

### **4. Authorised users, and obligations upon signing up.**

4.1. Only advertisers who have signed up in accordance with clause 3 are authorised to use the platform.

4.2. Only legal persons and natural persons with unrestricted legal competence are permitted to sign up. Each person signing up, subscribing for, or otherwise accessing or using the platform warrants and represents to the operator that s/he is acting either on her/his own account or on behalf of the customer named in the sign-up form; and, in the latter case, that s/he is authorised by such advertiser to contract on its behalf to access its account and use the platform.

Each advertiser is responsible for ensuring that all persons authorised by it to access and utilise the platform (whether employees, agents or representatives) comply with these terms at all times.

4.3. The advertiser guarantees that her/his data supplied during the sign-up process are correct. The operator is entitled but not obliged to verify this information. Each advertiser is responsible to confirm the identity of her/his contract partner. Furthermore, the operator is entitled but not obliged to verify the credit standing of the advertisers. Advertiser hereby declare that they agree with a possible verification process.

4.4. If the advertiser's information changes, the advertiser is obliged to update her/his information

independently without omissions and indicate these changes to the operator.

4.5. In accordance with the regulations concerning the sign-up process and the current contract, the operator retains the right to demand an excerpt from the commercial register and/or from the professional trade register and other documents and information that are deemed necessary or useful for the sign-up process or the current contract.

### **5. Responsibility for contents, advertiser liability, exemption**

5.1. To the operator, the product database is made up of external content, this data is updated periodically. Advertisers are solely responsible for the quoted prices they advertise to the customer and are obliged to regularly ensure their pricing structure relates to their expected margin levels.

Advertisers are especially responsible that the content submitted to the platform is not against the law and does not affect the rights of third parties (e.g. copyright and trademark rights). If the content submitted does not comply to these conditions, advertisers are obliged to correct or delete it as appropriate.

5.2. The operator does not examine the correctness or completeness of offers submitted to the platform, or whether they affect the rights of third parties or are in discordance with objective law. Therefore, the operator is not liable for any offences in the aforementioned areas, or for the credit standing of advertisers.

5.3. The operator does not assume responsibility or liability that may result from sales agreements negotiated or concluded based on offers displayed on the platform if they cannot be enforced due to legal regulations of an involved state or lead to any other legal or economic disadvantages for one or both parties.

5.4. Advertisers are liable for all activities carried out under their user accounts. The operator emphasises that passwords and usernames must be kept secret. The operator never asks for such information to be provided.

5.5. The advertiser exempts the operator from all legal claims made against the operator by third parties that result from the advertisers offers or from utilising the platform in any other way. The user is obliged to pay for the necessary legal representation through the operator including any fees arising in connection with court proceeding and legal representation at the legally determined cost, unless the user cannot be held accountable for the violation.

5.6. The user agreement, i.e. the user account based on these general terms and conditions, cannot be transferred by the user. Passing on any information necessary for utilising the platform to third parties is strictly prohibited. A third party is any natural or legal person not identical with the advertiser. Violations will be legally persecuted.

5.7. The database and technology run by the operator is protected by copyright. Advertisers or customers are not permitted to copy, distribute, or reproduce contents of the database or technology independently or with the assistance of third parties, to download through robot/crawler or other automatic mechanisms or to search the database or use mechanisms likely to overload the platform or exceed the average user load by 30%.

## **6. Deleting offers, Blocking, Termination, and other measures**

6.1. The user agreement can be terminated in writing at the end of the year. The notification period is one month. The right to extraordinary termination according to point 5 remains intact.

6.2. If it can be reasonably assumed that an advertiser is violating legal regulations, accepted principles of morality, the rights of third parties, or these general terms and conditions, or the operator has other justified interests, the operator is entitled to implement the following measures:

-Deleting offers or other contents that have been published on the platform.

-Issuing warnings to users

-Restricting/limiting use of the platform

-Preliminary or final exclusion (blocking) of users

6.3. When choosing one of the abovementioned measures, the operator respects the legitimate interests of the user in question, especially when there are indications that the user may not be responsible for the violation.

6.4. The operator is entitled to delete individual offers if their content or presentation is in violation of these general terms and conditions, especially the regulations detailed under clause 4 and 5, if it is contrary to legal regulations, or it adversely affects the rights of third parties.

6.5. The operator is entitled to exclude a user immediately and permanently from the platform and/or the user agreement if the user repeatedly and seriously breaches these general terms and conditions or another significant reason exists. Such reasons exist especially when a user:

-Has abused and especially passed on information obtained in connection with using the platform to third parties.

-Has passed on access information to third parties in violation of clauses 5 and 6.

Or

-Has constantly or repeatedly failed to pay her/his user subscription fees on time.

This right leaves any further rights of the operator, especially the right to compensation intact.

6.6. If contractual relations are resumed and a user regains access to his/her account after the user agreement has been terminated or blocked by the operator according to clause 5, the operator is entitled to demand a renewal fee based on the operators' current price list.

## **7. Duration and Renewal of subscription**

7.1 The contract between the advertiser and operator will come into when the operator acknowledges the receipt of the subscription fee and will continue unless and until terminated in accordance with clause 9.

7.2 From time to time we may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a "Trial"). We reserve the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such trials, we may automatically start to charge you for the applicable paid subscription on the first day following the end of the trial, on a recurring monthly or annual basis. By providing your payment details in conjunction with the trial, you agree to this charge using such payment details. If you do not want this charge, you must cancel the applicable paid subscription through your account's dashboard or terminate your account before the end of the trial.

## **8. Payment deadlines and cost of user fees, Payment**

8.1. For customers, utilisation of the platform is generally free of charge. The cost of user fees for advertisers consists of a subscription fee and other service fees, including scan fees. Prices and fee are determined through the user agreement concluded between the operator and the advertiser.

8.2. Annual Platform subscription fee shall be paid annually by direct debit, unless operator agrees otherwise in writing, we may withdraw our consent to any payment at any time, at which point all subscription fees shall be paid annually by direct debit.

8.2.1 Monthly Platform subscription fee shall be paid monthly by direct debit, unless operator agrees otherwise in writing, we may withdraw our consent to any payment at any time, at which point all subscription fees shall be paid monthly by direct debit.

8.2.2. Annual Platform subscription fees will be drawn on each twelve-month anniversary of signing up during the term.

8.2.3 Monthly Platform subscription fees Invoices will be drawn on each month anniversary of signing up during the term.

8.3. Invoices in respect of other platform service fees that may become due will be raised as they are agreed.

8.3.1. Other platform service fee payments, including scan payment shall be made by way of a one-off direct debit if prior authorisation has been received.

8.4. All fees due in respect of the platform must be paid on invoice.

8.5. All fees due in the respect of the platform must be paid in GBP, unless agreed otherwise in writing, and all payments to the operator must include all applicable taxes.

8.6. We reserve the right to interrupt, suspend or cancel, access to the platform, and utilisation of the platform until payment is received in full and all outstanding debt is cleared. Such interruption, suspension or cancellation does not relieve you from paying all outstanding invoices.

8.7. Any non-payment of an invoice may be subject to a £30 administration charge.

8.8. Advertisers are responsible for all money owed on the account from the time it was established until we acknowledge your request to cancel the service in accordance with clause 9.2

8.9. The advertiser is (and agree to indemnify the operator in respect of) any additional costs we may incur as a result of non-payment or late payment of any fees due in respect of the platform (including, but not limited to, the cost of collecting such debt).

8.10. You are required to provide a valid email address as all invoices will be sent electronically.

8.11. The operator reserves the right to review the subscription fee on each anniversary following the advertisers' commencement of subscription. The operator may amend the subscription fee, and such revised subscription fee will be applicable as soon as the operator gives notice to that effect.

8.12. Changes in price are announced by the operator early enough to permit advertisers to terminate the user agreement while complying with the notification period agreed upon, and before new prices are implemented. If the user does not exercise this right but chooses to keep utilising the operators' services after the price change is implemented, the price change becomes binding for both parties, and fees will be charged according to the new price structure.

8.13. The user is not entitled to offset with a counterclaim or assert her/his right of retention, unless the right definitely or legally exists.

8.14 FREE services, certain services are given Free of Charge, we may withdraw access to any FREE services at any time

## **9. Cancellations.**

9.1. It is the advertisers' responsibility to ensure that the platform is suitable for their business and technical requirements.

9.2. monthly subscribed advertisers are entitled to cancel the service by contacting the operator and giving 30 days' notice of the advertisers' intention to cancel the service. Such notice will be effective once the operator provides the advertiser acknowledgement of the cancellation request.

9.3. Annual subscribed advertisers are entitled to cancel, at any time following the first anniversary of the advertisers' subscription commencement, by giving the advertiser 30 days' notice of the operator's intention to cancel.

9.4. The advertiser will remain liable for all fees whilst the service remains in use. Such fees will be invoiced on a pro rata basis.

9.5. No refund shall be given for any fees paid prior to the cancellation of the service.

9.6. In the event the advertiser gives the operator notice of cancellation, the operator will use all reasonable endeavours to make available to the advertiser any data the advertiser wishes to retain from the advertiser's use of the platform. However, it is the advertiser's responsibility to ensure that the advertiser exports all relevant data before access to the platform is cancelled. It is also the advertiser's responsibility to retain this data securely following the cancellation of access to the platform.

## **10. Using the advertiser as a reference and for market research purposes**

The Advertiser permits us to use, to a reasonable and appropriate extent, our advertising activities and services on behalf of the advertiser as a reference for our own promotional purposes (particularly on our website). The Advertiser must inform us if it does not want us to do this.

In order to evaluate the effectiveness of the advertising options we offer, including their reach and intended target audiences, we are permitted to forward the data we collect for the Advertiser in connection with our advertising services to third parties. This data does not include personal data for which we are not the controller under EU privacy law. We are also permitted to use the data derived thus for our own business activities and promotional purposes. This includes, in particular, the Advertiser's company, the advertised product, the ad format, placement, ad impressions and gross advertising revenue

## **11. Disclaimer**

11.1 In case of Force majeure, the operator is exempted from its duty to render services. Force majeure includes all unforeseen events that affect contract compliance without any of the parties being responsible, e.g. labour disputes, official requirements or measures, breakdown of communication networks run by other operators, power grid breakdowns, and other technical difficulties, even if these circumstances involve sub-contractors. No claims can be made by users in such cases.

11.2. No claims can be made by users due to disruptions or breakdowns resulting from technical measures as detailed in clause 2.2

## **12. Liability**

12.1. The operator shall not be held liable for any loss or damage of whatsoever nature suffered by the user arising out of or in connection with any breach of these terms and conditions by the user or

on the users' behalf, or any act, misrepresentation, error or omission made the user or on the users' behalf.

12.2. The operator will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill (however arising) suffered by the user or for any wasted management time or failure to make anticipated ROI or savings or liability you incur to any third party arising in any way under or in connection with these terms or otherwise, whether or not such loss has been discussed by the parties pre-contract. Furthermore, the operator will not be liable for any account for profit, costs or expenses, arising from such damage or loss aforementioned.

12.3. No matter how many claims are made and whatever the basis of such claims, the operators maximum aggregate liability to the advertiser under or in connection with these terms and conditions in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in the terms and conditions), whether such claim arises in contract or in tort or otherwise, shall not exceed a sum equal to the subscription fee for the platform or part thereof in relation to which your claim arises during the 12 month period prior to such claim.

12.4. This clause 12 shall not apply so as to restrict liability for death or personal injury resulting from the operators negligence or the negligence of the operators employees or sub-contractors.

12.5. The operator shall not be liable for any interruptions to the service or outages arising directly or indirectly from:

12.5.1. Interruptions to the flow of data to or from the internet.

12.5.2. Changes, updates or repairs to the network or software which the operator uses as a platform to provide the service.

12.5.3. The effects of a failure or interruption of service provided by third parties.

12.5.4. Any factors outside the operators reasonable control.

12.5.5. Users actions or omissions (including, without limitation, breach of the users' obligations set out in these terms and conditions) or those of any third parties.

12.5.6. Problems with Users equipment and/or third-party equipment.

12.5.7. Interruptions to the service requested by the user.

### **13. Privacy**

13.1. The operator collects and saves the data input by the advertiser during the sign-up process. Except in cases governed by clause 4, this information will not be passed to third parties unless agreed in writing.

13.2. Users are obliged to treat data and information obtained through using the platform as well as other information obtained through this contract as confidential and refrain from passing it onto third parties, gratuitously or non-gratuitously. This rule is to be observed for the duration of the contract as well as after the contract ends.

13.3. The operator is entitled to pass on its rights and obligations resulting from this contract entirely or partially to third parties. For this purpose, the operator is permitted to pass on customers data to the third parties chosen. Customers will be notified of this data transmission at least two weeks in

advance. In such cases, the user is permitted to terminate the contract according to clause 6.6 of the terms and conditions.

13.4. The parties are obliged to treat the technical, commercial, and organisational information and knowledge obtained from this contract as confidential and refrain from passing it on to third parties.

#### **14. Cloud commitment**

14.1. We aim to deliver the highest possible level of uptime. However, given the nature of the delivery of the platform, we are unable to guarantee 100% uptime

14.2. In the event of an outage to the platform (or any part or it) which results in downtime for a continuous period of 24 hours or more, advertisers may be entitled to claim a credit equal to the length of downtime (based on the subscription fee for every hour the platform is unavailable and depending upon the outage circumstances). The period of the outage will be measured from the time the advertiser reports the problem to the operator's confirmation of restoration of the service. Such claim is to a maximum of the equivalent of one month's subscription fee and will only be accepted if it is in writing and made within 7 days of the outage to which it relates.

#### **15. Market price intelligence**

TyreScope, from time to time performs price comparison from online retailers around Europe, this information may be displayed in the advertisers' admin panel. The results displayed in the TyreScope admin panel are not an exhaustive list of available European online retailers. This data is updated periodically. All online European retailer listed are free to modify the prices and information of their products at any time, and therefore TyreScope encourages its advertisers to constantly verify the content and veracity of this information.

#### **16. Domain Names**

15.1 From time to time, the operator will host the advertisers own domain name, the operator acknowledges it does own any such domain names.

##### **16a. Local domain name**

From time-to-time TyreScope provides a local domain for advertisers

16a.1 You acknowledge that TyreScope owns the Domain Name.

16a.2 TyreScope shall have no liability to advertisers in respect of your use of the Domain Name and in particular for any conflict with third party trademarks, registered or unregistered, or any other rights. If any dispute between you and any third party arises, we may withhold, suspend or cancel the Domain Name registration. We may make representations to the relevant Registry but will not be obliged to take part in any such dispute.

16a.3 The advertisers warrant and undertake that neither the registration of the Domain Name nor the manner in which the Domain Name is used infringes our rights or the rights of any third party. You agree that we may include any of your trademarks or brands in the Domain Name during the term of this Contract and after its termination.

16a.4 In respect of the application and registration of Domain Names, the advertiser will at all times and on demand fully indemnify us, the Registry and the Registry's officers and employees from and against any claim (including reasonable costs and expenses, however they may arise, incurred in defending or dealing with such claim) that the application or registration of the Domain Name or the



manner in which the Domain Name is directly or indirectly used infringes the rights of any third party.

16a.5 After the expiry or termination of this Contract, in addition to our rights to recover any monies owing to us, you acknowledge that we may, without prior notice to you, surrender or cancel the Domain Name, retain the Domain Name for our own use, or transfer the Domain Name to a third party.

#### **17. Your customers data**

For the purposes of privacy and data protection laws relating to your customers data we process when providing the Service, we act as your processor or service provider in accordance with Data Processing laws.

Subject to these Terms, you grant us permission to use or disclose your Content (including any personal information therein) only as necessary to provide the Service to you and/or as otherwise permitted by these Terms You represent and warrant that: (i) you own or have otherwise obtained all necessary rights, releases, and permissions to submit all your data to the Service and to grant the rights granted to us in these Terms and (ii) your data and its submission and use as you authorize in these Terms will not violate (1) any applicable law, (2) any third-party intellectual property, privacy, publicity, or other rights, or (3) any of your or third-party policies or terms governing your data.

#### **18. DriverSmart notifications**

The operator uses its own bespoke communication system “driver smart” to send emails and SMS reminders and marketing to customers on your behalf.

The advertiser agrees customer data provided to the operator is captured through sales and quoting transactions, and the customer has been given a clear chance to opt out of receiving marketing emails, the advertiser also agrees the data has not been purchased, rented, or is from third-party lists of email addresses.

Every effort is made to ensure communication security; However, we cannot guarantee the security of every data transmission over the internet.

#### **19. Tyre and VRM scanner**

As a subscriber you and your customers will have access to the Tyrescope tyre scanner and IA system

Our Tyre scanner uses Industry-first scanning technology that measures the depth of tyre tread grooves to alert users if tyres are dangerously worn down. By replacing subjective manual measurement with objectively collected digital data our tyre tread scanner reduces safety and compliance risks whilst helping to prevent fraud.

User guidance and intuitive interface options make our tyre tread scanner easy to use with minimal training and ensures that results are accurate and reliable no matter who is using it. It is the members responsibility to ensure that the scanner is used correctly instore.

The tyre scanner results are meant for guidance only, we cannot be held responsible for incorrect usage or corrupted results in any way, if in doubt please offer a FREE instore check to your customers.

## 20. Liability

The operator cannot be held financially liable in anyway with regard to your website ranking on the search engines. The Operator shall have no liability for any losses or damages which may be suffered by Advertisers (or any person claiming under or through Advertiser), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, or otherwise howsoever, which fall within any of the following categories:

1. special damage, even though the Operator was aware of the circumstances in which such special damage could arise;
2. loss of profits;
3. loss of anticipated savings
4. loss of business opportunity;
5. loss of or goodwill;
6. loss of or damage to data;

16.3 The operator cannot be held responsible for anything adversely affecting the Advertisers' business operation, sales, or profitability that might be claimed is a result of a service offered by the Operator.

## 21. Support

21.1 Each advertiser will receive a minimum of one ½ hour training, incorporating a lesson on all features available. Enhanced support is available for different packages for a fee:

Standard Monthly: one ½ hour training + email support, guaranteed response within 72 hours

Standard Annual: one ½ hour training + email support, guaranteed response within 72-hours

Premium Monthly: one 1-hour training + email support, phone support, guaranteed response within 48-hours

Premium Annual: one 1-hour training + email support, phone support, guaranteed response within 48-hours

Full Website Management: one 1-hour training + email support, phone support, guaranteed response within 12-hours

21.2If advertisers experience problems utilising the platform, they should consult the support information contained in the TyreScope admin area.

21.3If advertisers are unable to find the resolution they are looking for, depending on their subscription level, they can either, submit a call back request from the admin area, or email the support team at [info@tyrescope.co.uk](mailto:info@tyrescope.co.uk).

21.4Support hours are between the hours 09:00 and 17:00 Monday to Friday excluding bank holidays.

## **22. Proprietary rights**

22.1 The user acknowledges and agrees that the operator (and/or the operators licensors) own all intellectual property rights in the platform and any associated documentation (however and wherever recorded). Except as expressly stated herein, these terms does not grant users any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or registered), or any other rights or licenses in respect of the platform or associated documentation.

22.2 The user acknowledges and agrees that they have no right (and not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make corrections to the software, in whole or in part unless the operator agree otherwise in writing.

## **23. Governing Law**

These terms and conditions and any dispute arising from them or their subject-matter shall be governed by English law. The parties submit to the exclusive jurisdiction of English courts.

## **24. Relationship of the parties**

Nothing in these terms shall be construed as creating an agency relationship, partnership or joint venture between the parties.

## **25. Joint and several obligations**

If any party consists of more than one entity, their obligations here under are joint and several.

## **26. No third-party beneficiaries**

These terms do not provide and shall not be constructed to provide any third parties with any remedy, claim, action or privilege.

## **27. Severability**

In the event that any of these terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render the remainder of these terms unenforceable or invalid. In such event the parties will amend or replace such provision with one that is valid and enforceable, and which achieves, to the extent possible, their original objectives and intent as reflected in the original provision.