

CDL VIS EULA

1. Definitions and Interpretations

1.1 In this end user licence agreement (**EULA**), the following words and expressions shall have the following meanings unless the context otherwise requires:

Approved Format	such format (if any) as MotorCheck shall from time to time notify to the Customer as being a permissible website format, being as at the date of this EULA a website which is: <ul style="list-style-type: none">(a) accessible via web browser or mobile telephone technology;(b) not accessible via a fixed link or web service (such as XML or SOAP);(c) intended for use only by UK residents; and(d) intended for use solely in connection only with products that are aimed at UK residents only;
CDL VIS	CDL Vehicle Information Services Limited (Company Number: SC264444);
CDL VIS Data	data provided by CDL VIS direct to the Customer or data provided by CDL VIS to MotorCheck which MotorCheck provides to the Customer pursuant to the terms of this EULA;
Data Protection Legislation	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
Data Subject	shall have the same meaning as set out in the Data Protection Legislation;
DVLA	the Government's Driver and Vehicle Licensing Agency or such successor or replacement agency or organisation from time to time;
Finance Data	any CDL VIS Data which is identified as "Finance Data" or which CDL VIS or MotorCheck indicates is Finance Data.
Intellectual Property Rights	any and all copyrights, moral rights, related rights, patents, trade marks, trade names, service marks,

design rights, database rights, domain name rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;

Party	a party to this EULA;
Personal Data	has the meaning set out in the Data Protection Act 1998;
PNC Data	any CDL VIS Data originating from police national computer data;
Process	has the meaning given to it under the Data Protection Legislation and the term Processing shall be construed accordingly, but, for the purposes of this EULA, process shall include both manual and automatic processing;
Service	the provision of CDL VIS Data by such means as MotorCheck and the Customer shall from time to time agree;
VIN	the vehicle identification number;

- 1.2 Any reference to a **Clause** is to the relevant Clause of or to this EULA.
- 1.3 Any reference to a **statute** or **statutory provision** is a reference to it as amended, extended or re-enacted from time to time and such statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 Except where the context requires otherwise words denoting the singular include the plural and vice versa, and words denoting any one gender include all genders.
- 1.5 References to **including**, **includes** and **in particular** are illustrative only and none of them shall limit the sense of the words preceding or following them and each of them shall be deemed to incorporate the expression **without limitation**.
- 1.6 The headings in this EULA are for ease of reference only and shall not affect the construction of the EULA.
- 1.7 Where the Customer is more than one person, their liability under this EULA shall be joint and several.

2. Use of CDL VIS Data

- 2.1 Subject to Clause 2.2, the Customer shall use the CDL VIS Data solely within the Customer's own business and solely for the purposes of:
 - 2.1.1 improving vehicle and road safety;
 - 2.1.2 reducing vehicle crime;
 - 2.1.3 consumer protection;
 - 2.1.4 environmental impact reduction; and/or
 - 2.1.5 facilitating best practice and due diligence compliance.The Customer acknowledges and agrees that it cannot transfer CDL VIS Data to any third party or allow any third party to access, use, copy or reproduce any CDL VIS Data.
- 2.2 Where CDL VIS Data contains Finance Data, such Finance Data shall be used solely for the purpose of safeguarding the interests of the relevant finance company in the relevant vehicle.
- 2.3 Where CDL VIS Data contains PNC Data, such PNC Data will only be used for the following purposes:
 - 2.3.1 to help police forces reduce the level of vehicle theft by making it difficult for criminals to re-sell stolen vehicles;
 - 2.3.2 to help the police apprehend more criminals by contacting the corresponding police force (or assisting users of the service to contact the police force) when they discover

- a vehicle has been reported as stolen.
- 2.4 If the Customer makes use of the Service which MotorCheck or its licensor deems (in their absolute discretion) to cause a degradation of the performance of the Service, MotorCheck reserves the right to immediately terminate this EULA and the provision of the CDL VIS Data and/or the Service by giving notice in writing to the Customer.
- 2.5 In the event that the CDL VIS Data is re-classified by CDL VIS or its licensors or any part of the CDL VIS Data is no longer provided by such parties to CDL VIS or MotorCheck, MotorCheck shall have the right to amend the Service accordingly upon giving the Customer 30 days' written notice.
- 2.6 In the event that the DVLA amends its requirements in respect of the Approved Format the Customer shall to the extent applicable immediately upon receipt of notice of such amendment ensure that its use complies in all respects with the Approved Format as so amended.

3. Customer's Responsibilities

- 3.1 The Customer shall maintain the confidentiality of its access code and password, security token, or any other authentication details or mechanism provided to enable the Customer to access and use the Service. The Customer is responsible for all use of its account, whether or not such use was actually authorised by the Customer. The Customer must implement any new access details provided to it from time to time within 7 days from the date of issue, as the previous access details shall cease to function on the expiry of that 7-day period.
- 3.2 The Customer shall:
- 3.2.1 not store CDL VIS Data for future use other than as follows:
 - 3.2.1.1 for a limited period of 24 hours to allow multiple hits against a single record as part of a continuous enquiry; or
 - 3.2.1.2 for a limited period where it is necessary to retain CDL VIS Data for auditing purposes/contractual issues. The CDL VIS Data must be held in archive records and must only be retained as long as necessary for this purpose. The CDL VIS Data must not be used to fulfil further enquiries or transactions (whether on the Customer's own behalf or on behalf of other actual or potential customers of the Customer), nor to fulfil multiple enquiries such as insurance or financial quotes after the 24 hour period permitted pursuant to Clause 3.2.1.1 has expired;
 - 3.2.2 not use the CDL VIS Data in any way to identify any individual, in particular the name and/or address of the keeper of a vehicle;
 - 3.2.3 not use CDL VIS Data to create an alternative database;
 - 3.2.4 not cause or permit CDL VIS Data to be transferred, stored, accessed, viewed or processed outside the United Kingdom (whether electronically or by any other means) other than via a website in the Approved Format (if such use is permitted by the licence granted to the Customer).
- 3.3 The Customer acknowledges that the VIN can only be disclosed as part of the CDL VIS Data in specific circumstances and, where the VIN is provided, the Customer shall:
- 3.3.1 at all times take all appropriate technical and organisational measures against unauthorised disclosure of the VIN;
 - 3.3.2 only retain the VIN for as long as is absolutely necessary for the purpose of the disclosure; and
 - 3.3.3 not disclose the VIN to any third party.
- 3.4 The Customer shall not resell all or any part of the Service or CDL VIS Data.
- 3.5 The Customer shall ensure that:
- 3.5.1 any equipment used to access the Service is secure and that no unauthorised persons have access to the same; and
 - 3.5.2 any equipment or servers used to access the Service are not left unattended whilst a look-up enquiry is being processed via the Service.
- 3.6 Notwithstanding the foregoing, the Customer shall ensure that it has in place appropriate anti-virus software and technical measures to monitor the Customer's use of and access to the Service and shall take all such steps as are necessary to prevent any unauthorised access to the Service and/or CDL VIS Data.
- 3.7 No CDL VIS Data shall be disclosed or transferred outside of the United Kingdom other than (subject to the other terms of this EULA) via a website in the Approved Format.
- 3.8 The Customer shall ensure that where it, in the course of its use of the Service, becomes aware of information that it reasonably believes would be of importance to a law enforcement user of

the police national computer (for example, a notification of wanted or missing on the record of the person being checked), it shall promptly notify CDL VIS with sufficient details to allow CDL VIS to notify that law enforcement user, their local police force or the Home Office's technical representative.

- 3.9 The Customer will provide, if required to do so, computer hardware, software and expertise, that will allow police and/or CDL VIS to analyse PNC Data in a way that crime can be prevented and detected, subject to satisfactory grounds being reached on costs between police or CDL VIS (as appropriate) and the Customer.

4. Confidentiality

- 4.1 The Customer agrees and acknowledges that all Intellectual Property Rights in the Service and CDL VIS Data are and remain the exclusive property of CDL VIS and CDL VIS's licensors (as applicable).

- 4.2 The Customer shall not:

- 4.2.1 remove or alter any copyright, trade mark or other proprietary notice or mark comprised in the Service or CDL VIS Data;
- 4.2.2 attempt or procure to reproduce the functionality provided by the Service by the writing or development of alternative software or service; and
- 4.2.3 use or permit the Service to be used or accessed other than via the Customer's own hardware, software and other equipment, which shall be of such standards as MotorCheck shall from time to time reasonably specify as being required to access the Service.

- 4.3 The Customer shall:

- 4.3.1 notify MotorCheck immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Service or CDL VIS Data by any third party;
- 4.3.2 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of CDL VIS and its licensors in the Service and the CDL VIS Data; and
- 4.3.3 maintain a properly documented system of quality control to ensure the integrity of any CDL VIS Data provided to it.

- 4.4 Notwithstanding anything to the contrary in this EULA the Customer agrees that MotorCheck may disclose to CDL VIS and CDL VIS may disclose to CDL VIS's licensors:

- 4.4.1 the fact that the Customer is a licensed user of the Service; and
- 4.4.2 the terms upon which the Service is licensed to the Customer.

5. Termination

- 5.1 This EULA shall automatically terminate:

- 5.1.1 upon termination or expiry of any vehicle data agreement upon which the supply of CDL VIS Data is reliant or into which this EULA is incorporated;
- 5.1.2 upon termination or expiry of the agreement between CDL VIS and MotorCheck' pursuant to which MotorSpec's has the authority to sub-license the use of the CDL VIS Data.

- 5.2 This EULA may be terminated forthwith by notice in writing by MotorCheck or CDL VIS at any time:

- 5.2.1 if the Customer commits any material breach of any term of this EULA and (in the case of any such breach capable of remedy) fails to fully remedy the same within 30 days of receipt of a written notice to do so; or
- 5.2.2 if CDL VIS or MotorCheck ceases to have the right to make available the CDL VIS Data via the Service.

6. Limitation of liability

- 6.1 The following provisions set out the entire liability of CDL VIS (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- 6.1.1 any breach of its obligations arising under this EULA (including any liability arising under an indemnity); and
- 6.1.2 any mis-representation, mis-statement or tortious act or omission including negligence (excluding any of the same made fraudulently) arising under or in connection with this EULA.

- 6.2 Any act or omission on the part of CDL VIS or its employees, agents or sub-contractors falling

- within Condition 6.1 shall for the purposes of this Condition 6 be known as an "Event of Default".
- 6.3 Notwithstanding anything to the contrary, the liability of CDL VIS for fraud or death or injury resulting from its own negligence or that of its employees, agents or sub-contractors shall not be limited.
- 6.4 The Customer acknowledges and agrees that CDL VIS shall not owe any duty or obligation to the Customer, whether under contract, tort (including negligence) or otherwise howsoever and nothing in this EULA shall be deemed to create any such duty or obligation.
- 6.5 The Customer acknowledges and agrees that any defect or fault in the CDL VIS Data or any software or services provided from time to time by CDL VIS shall be an issue to be resolved between the Customer and MotorCheck, it being acknowledged that the same are provided pursuant to contract between CDL VIS and MotorCheck and that therefore any obligations or duties of CDL VIS are owed to MotorCheck and not to the Customer.
- 6.6 Subject to Condition 6.3 and notwithstanding Condition 6.4, CDL VIS shall not be liable in respect of any Event of Default for any loss or damage which may be suffered by the Customer, whether the same are suffered directly or indirectly or are consequential and whether the same arise in contract, tort (including negligence) or otherwise howsoever, on the basis that:
- 6.6.1 the CDL VIS Data is provided to MotorCheck by CDL VIS pursuant to contract between CDL VIS and MotorCheck and that therefore any obligations or duties of CDL VIS are owed to MotorCheck and not to the Customer;
- 6.6.2 the CDL VIS Data is provided by MotorCheck to the Customer and any obligations or duties in relation to the CDL VIS Data are owed by MotorCheck to the Customer in accordance with such terms and conditions as such persons shall agree.
- 6.7 The Customer agrees for the benefit of CDL VIS and its Associates to be bound by the EULA and agrees that MotorCheck shall be permitted to provide evidence of the same to CDL VIS. The Customer acknowledges and agrees that in the event that evidence of the relevant Customer's agreement to a EULA is not provided to CDL VIS, CDL VIS may by written notice terminate with immediate effect (or as otherwise specified in the notice) the Customer's use of the CDL VIS Data.

7. Intellectual Property Rights

The Customer shall not have or acquire any Intellectual Property Rights in the Service and/or the CDL VIS Data save for the right to use the same as expressly set out in this EULA.

8. Waiver

The failure to exercise or delay in exercising any right or remedy under this EULA shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver by either Party of any provision of this EULA or breach thereof in any instance shall not be considered to be a waiver of any such provision for the future or of any subsequent breach thereof.

9. Invalidity and Severability

If any provision of this EULA shall be found, by any court or administrative body of competent jurisdiction, to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this EULA and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

10. Assignment and Third Party Rights

- 10.1 The Customer shall not be entitled to assign, delegate or otherwise transfer this EULA nor any of its rights or obligations under this EULA, sub-license the right to use the Service or CDL VIS Data or hold the benefit of this EULA in trust for any other person.
- 10.2 Notwithstanding anything to the contrary contained in this EULA, the Parties agree and intend that nothing in this EULA shall confer any rights on any third parties save for those conferred under this EULA on CDL VIS. CDL VIS shall be entitled to rely on and enforce this EULA and the consent of CDL VIS shall be required to vary or rescind this EULA.

11. Jurisdiction

This EULA and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of

the English Courts.

12. Entire Agreement

This EULA and the MotorCheck Licence constitute the entire agreement and understanding between the Parties on the subject matter of this EULA and shall supersede all prior written or verbal agreements and understandings between the Parties. The Customer acknowledges that in entering into this EULA it has not relied on any warranty, representation, undertaking or agreement other than those contained or referred to in this EULA. The Customer waives any right or remedy it may have to claim damages or rescission for any misrepresentation in respect of any representation not contained in this EULA or for breach of any warranty not contained in this EULA and acknowledges that its only remedies are for breach of contract, provided always that nothing in this Clause 12 shall exclude or limit the liability in respect of any fraudulent misrepresentation or warranty fraudulently given and upon which the Customer can prove it has placed reliance.

13. Compliance with Laws

- 13.1 Each of the parties shall, in the course of performing their obligations under this EULA, comply with the provisions of the Bribery Act 2010.
- 13.2 The Customer shall at all times during the continuance of the EULA comply with the provisions of the Data Protection Act 1998.
- 13.3 The Customer shall (and shall procure that any of its employees, servants, agents, suppliers and sub-contractors (**Staff**)) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation that arise in connection with this EULA.
- 13.4 Notwithstanding the general obligation in Clause **Error! Reference source not found.**, the Customer shall:
 - 13.4.1 provide MotorCheck and/or CDL VIS with such information as it may reasonably require to satisfy itself that the Customer is complying with its obligations under the Data Protection Legislation;
 - 13.4.2 only retain Personal Data for as long as necessary for the purpose for which the Personal Data is disclosed and promptly and securely delete or destroy any Personal Data where there is no business need to retain it;
 - 13.4.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of Personal Data;
 - 13.4.4 ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause **Error! Reference source not found.**;
 - 13.4.5 ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by CDL VIS or MotorCheck;
 - 13.4.6 notify CDL VIS and MotorCheck (within five Working Days), if it receives:
 - 13.4.6.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 13.4.6.2 a complaint or request relating to CDL VIS's or MotorCheck' obligations under the Data Protection Legislation;
 - 13.4.7 provide CDL VIS and MotorCheck with full co-operation and assistance in relation to any complaint or request made, including by:
 - 13.4.7.1 providing CDL VIS and MotorCheck with full details of the complaint or request;
 - 13.4.7.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with CDL VIS's and/or MotorCheck' reasonable instructions;
 - 13.4.7.3 providing CDL VIS and MotorCheck with any Personal Data it holds in relation to a Data Subject (within the timescales required reasonably by CDL VIS or MotorCheck as appropriate); and
 - 13.4.7.4 providing CDL VIS and MotorCheck with any information reasonably requested by CDL VIS or MotorCheck for the purpose of complying with the Data Protection Legislation;
 - 13.4.8 not Process, disclose or transfer Personal Data outside the United Kingdom;

- 13.4.9 promptly notify CDL VIS and MotorCheck of any breach of the security measures required to be put in place pursuant this Clause 24.3;
 - 13.4.10 ensure it does not knowingly or negligently do or omit to do anything which places CDL VIS or MotorCheck in breach of their respective obligations under the Data Protection Legislation; and
 - 13.4.11 ensure that any CDL VIS Data provided to it under this EULA are not (whether by itself or any person to whom it discloses such CDL VIS Data) used to identify an individual or used in conjunction with any other product that could in any way identify the name/address of the keeper of the vehicle.
- 13.5 The provisions of this Clause. shall apply during the continuance of the EULA and indefinitely after its expiry or termination.