

Ezi-Methods Terms & Conditions

1. Terms Of Conditions And Supply

The following pages refer to the terms and conditions on which we supply Ezi-Methods and data support services. Please read these terms and conditions carefully before purchasing our services. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

1. Information about us

1.1 We operate the Ezi-Methods website. We are Auto Industry Consulting Limited, a company registered in England and Wales under company number 07614898 and with our registered office at; 9 Abbey Business Park, Monks Walk, Farnham, Surrey, England, GU9 8HT. VAT number is GB 114 0217 75

2. Your status

2.1 By placing an order with us you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old; and
- (c) You are accessing our site from that country.

2.2 You confirm to us that you shall at all times:

- (a) Provide us with accurate information regarding your identity;
- (b) Keep any username and password that you need to access the site strictly confidential;
- (c) Shall notify us immediately if you believe any unauthorised use has or may be made of the username or password; and
- (d) Not attempt to/or concurrently log onto the site using the same username and password.
- (e) Attempt to login to the site without a current subscription (See 3.1)

If you breach clause 2.2 (d) your account may be locked and you may be contacted by us.

3. How the contract is formed between you and us;

3.1 Following your original enquiry and subsequent acceptance of our written proposal outlining our services, pricing and period of subscription (min 12 months) an invoice for the [annual] subscription fee will be raised and emailed to the main contact.

3.2 The contract between us (Contract) will only be formed when we have received payment in full (or part where agreed and stipulated in the written proposal) of the Subscription Fee and we notify you that we are able to provide the Services.

3.3 User accounts will be created once we have received the full name, email address and location of the users. Once created, an email will be sent to the users stating username and password, with the option to request a password change if applicable. Once complete the user will have full access to the services supplied as per 3.1.

3.4 User numbers are not restricted but are restricted to the users at the locations specified in the written proposal.

3.5 Usernames/login details may not be shared with any other person, organisation, parent company, subsidiary or other site within a multi-site operation or be copied in any way.

3.6 Use of the Ezi-Methods system and the Additional Methods Request Service is restricted to users at the locations specified in the written proposal and any information supplied by either service may not be shared with any other organisation, parent company, subsidiary, or other site within a multi-site operation not specified in this proposal, or be copied in any way.

3.7 The Contract will relate only to those services set out in our written proposal. We will not be obliged to supply any other services, which are not listed in our written proposal.

3.8 Any person who enters the site using the password and username is deemed to be a registered user who has accepted these terms and agreed to be bound by them.

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3.9 The contract will no longer be valid when the subscription period as stated in the written proposal (3.1) has expired and no further subscription fees have been paid.

4. Provision of Services

4.1 We will supply the Services to you. The Services shall constitute an on-line database of vehicle repair information supplemented by an additional methods request service. (Ezi-Methods)

4.2 The Services will be supplied on an annual basis or until otherwise terminated in accordance with these terms.

4.3 We will make every effort to provide the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

4.4 We may have to suspend the Services if we have to deal with technical problems, or make improvements to the Services.

5. Our status

5.1 All copyright, design right and all other intellectual property rights in any materials and other documents or items in this site belong to us, unless where indicated, and you will infringe our rights if you copy or reproduce any part of the site.

6. Consumer rights/ statutory right of cancellation

6.1 You may cancel the Contract at any time within thirty working days, beginning on the day we supply to you your password and username. In this case, you will receive a full refund of the Subscription Fee less a 15% administration charge in accordance with our refunds policy (set out in clause 7 below). This provision does not affect your other statutory rights as a consumer.

6.2 To cancel a Contract, you must inform us in writing. You must also immediately stop using the Services and we have the right to deactivate your password and your access to the site.

6.3 If for any reason you choose to cancel the contract beyond the initial 30-day period (see 6.1) any fees still owing for the full term of the agreement (min 12 months) must be paid in full.

7. Our refunds policy

7.1 If you have cancelled the Contract between us within the 30 day cooling-off period, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Subscription Fee in full less a 15% administration charge.

7.2 If in the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible. We will:

- (a) provide you with a full or partial refund (depending on what is reasonable); or
- (b) re-perform the Services.

7.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. Warranty and Indemnity

8.1 We warrant to you that any Service purchased from us through our site will, on delivery conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

8.2 You shall indemnify us against all costs arising out of the breach of any of your obligations under these terms.

9. Our liability

9.1 Subject to clause 9.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the Subscription Fee and, subject to clause 9.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

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9.2 Subject to clause 9.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses result from our deliberate breach:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time.

However, this clause 9.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 9.2.

9.3 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

9.4 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

9.5 Whilst we shall use our reasonable efforts to ensure that the site remains operational, we shall not be liable to you for any failure of this website to function correctly or to be accessible, that are attributable either to matters beyond our reasonable control, or to essential maintenance works.

9.6 We shall post information on the site that has been produced and received from others. Whilst we will try to ensure all the information supplied is correct, accurate and update, you confirm that you shall carry out your own checks to ascertain the accuracy of the information.

10. Termination

10.1 Either one of us may terminate the Contract if the other commits a breach of that Contract and (in the case of a breach capable of remedy) fails to remedy that breach within 14 days of receiving a written notice requiring it to be remedied.

11. Written communications

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. Notices

12.1 All notices given by you to us must be given to Auto Industry Consulting Limited at; 9 Abbey Business Park, Monks Walk, Farnham, Surrey, England, GU9 8HT. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified e-mail address of the addressee.

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13. Transfer of rights and obligations

13.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14. Waiver

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

14.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

15. Severability

15.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. Entire agreement

16.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

16.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

16.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

16.4 Nothing in this clause limits or excludes any liability for fraud.

17. Our right to vary these terms and conditions

17.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.2 You will be subject to the policies and terms and conditions in force at the time that you order Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Services).

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18. Law and jurisdiction

18.1 Contracts for the purchase of Services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

19. Terms Of Website Use

19.1 This section tells you the terms of use on which you may make use of our website (our site). Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

19.2 Access to our site is permitted to subscription paying users only. We will not be liable if for any reason our site is unavailable at any time or for any period.

19.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

19.4 When using our site, you must comply with the provisions of our Acceptable Use Policy, as set out in clause 21 of these terms and conditions.

19.5 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

20. Intellectual property rights

20.1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, except where indicated. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

20.2 You may download data for use within the specific organisation/site(s) as indicated within the written proposal (see section three)

20.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

20.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

20.5 Information downloaded from the site, or requested from Ezi-Methods (AIC Ltd) through any other means may not be retained indefinitely without a valid subscription.

20.6 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

20.7 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

b) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill;

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c) wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

d) This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

20.8 We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

20.9 Transactions concluded through our site: Contracts for the supply of information formed through our site or as a result of visits made by you are governed by our Terms and Conditions of Supply.

20.10 Viruses, hacking and other offences: You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

20.11 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Linking to our site: You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

20.12 You must not establish a link from any website that is not owned by you.

20.13 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

20.14 If you wish to make any use of material on our site other than that set out above, please address your request to admin@ezimethods.com

20.15 Links from our site: Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

20.16 Jurisdiction and applicable law: The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

20.17 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20.18 Variations: We may revise these terms of use from time to time. You are expected to check these terms, which are available upon request, to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

20.19 Your concerns: If you have any concerns about material which appears on our site, please contact admin@ezimethods.com

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21. Acceptable use policy

21.1 This Acceptable Use Policy sets out the terms between you and us under which you may access our website (our site). This Acceptable Use Policy applies to all users of, and visitors to, our site.

21.2 Your use of our site means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement our Terms of Website Use.

21.3 Ezi-Methods is a site operated by Auto Industry Consulting Limited (we or us). We are registered in England and Wales under company number 07614898 and we have our registered office at; 9 Abbey Business Park, Monks Walk, Farnham, Surrey, England, GU9 8HT. Our VAT number is GB 114 0217 75

21.4 Prohibited uses: You may use our site only for lawful purposes. You may not use our site:

- a) In any way that breaches any applicable local, national or international law or regulation.
- b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- c) For the purpose of harming or attempting to harm minors in any way.
- d) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- e) 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:

- f) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Terms of Website Use.
- g) Not to access without authority, interfere with, damage or disrupt:
- h) any part of our site;
- i) any equipment or network on which our site is stored;
- k) any software used in the provision of our site or any equipment or network or software owned or used by any third party.

21.5 Suspension and termination; we will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

21.6 Failure to comply with this Acceptable Use Policy constitutes a material breach of the Terms of Website Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- a) Immediate, temporary or permanent withdrawal of your right to use our site.
- b) Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- c) Issue of a warning to you.
- d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- e) Further legal action against you.
- f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- g) We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

21.7 Changes to the Acceptable Use Policy: We may revise this Acceptable Use Policy from time to time. You are expected to check these terms, which are available upon request, to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.