cap hpi Terms and Conditions 2018

1 Definitions, Interpretations, and General

1.1 In these terms and conditions ("**Terms and Conditions**"), the following words and expressions shall have the following meanings:

Actual Value: means the value of the Vehicle as determined by an independent assessment arranged by cap hpi not accounting for any item of improvement, including additions or alterations made to the Vehicle by you;

cap hpi / We / Us: means or refers to cap hpi Limited, a company registered in England and Wales with registered number 08033745 and whose registered office is Capitol House, Bond Court, Leeds LS1 5EZ; and "**Our**" shall be construed accordingly;

cap hpi Confidential Information: the meaning given to it in Condition 8.3;

cap hpi Data: the vehicle data, including valuations, descriptions, images and codes, described in the Product Schedule; or any data, image or other information We supply to You in the course of providing the cap hpi Products or Services or otherwise under the Contract;

cap hpi Product(s): the cap hpi Data, the cap hpi Services, NMR Services, Services, the cap hpi Software and/or the Updates;

cap hpi Services: means information and/or provenance check related services supplied by cap hpi relating to the Vehicle or other asset recorded on Our electronic database concerning or in relation to the existence, description and/or status of such motor vehicle or other asset (but excluding the NMR Services or any valuation services (if any));

cap hpi Member: means a person who has elected to become a cap hpi member as set out in Condition 10.2 and has paid the relevant cap hpi joining fee and "**cap hpi Membership**" shall be construed accordingly;

cap hpi Software: means or refers to any computer software which may be supplied by cap hpi to You to enable You to access the cap hpi Products subject to these conditions; and in the case of any cap hpi Data supplied in digital media, the software applications supplied with the cap hpi Data;

Cesar Check: means a check against the Cesar construction and agricultural machine provenance database relating to the Vehicle or other asset;

Commencement Date: the date set out in the Product Schedule for commencement of the provision of cap hpi Products (or if none, the date on which the provision of cap hpi Products actually commence);

Consumer Credit Legislation: means the Consumer Credit Act 1974;

Contract: the contract between cap hpi and You for the provision of cap hpi Products comprising these Terms and Conditions and the Product Schedule and any other documents or schedules listed herein or attached hereto**;**

Contract Term: the period of one (1) year or such other period as is stated in the Product Schedule commencing on the Commencement Date;

Data Caching means the temporary or permanent storage of cap hpi Data in whatever form or media;

Data Protection Law means the Directives (as amended or replaced from time to time) and the Regulation, any guidance, directions, determinations, codes of practice, orders, notices or demands issued by any Supervisory Authority or any applicable national, international, regional or municipal authority or other data privacy and data protection laws or regulations in any other territory in which the cap hpi Products are provided or received or which are otherwise applicable;

Directives means the European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);

DVLA means the Driver and Vehicle Licensing Agency;

Fee(s): the fee payable by You for the cap hpi Products set out in or calculated in accordance with the Product Schedule or any other fees or charges payable by You under this Contract or in accordance with the Standard Price List, as applicable;

hpi check: means an enquiry made by You and forming part of the cap hpi Services;

IP Claim: any claim or allegation that use of the cap hpi Products in accordance with the terms of the Contract infringes any third party IP Rights;

IP Rights: all patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer

software, database rights, topography rights, moral rights, rights in confidential information (including know how and trade secrets) and any other rights in the nature of intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Licensed User: each of Your employees who has been nominated by You to access and use the cap hpi Products as set out in the Product Schedule;

Main Registers: means the principal registers of data incorporated in Our electronic database in relation to cap hpi Services, namely the Outstanding Finance Register, the Security Watch Register, the Stolen Vehicles Register, the Vehicle Condition Alert Register, and the Condition Inspected Register;

Maximum Contract Liability Limit: means the amount equivalent to the Fees paid by You to cap hpi under the Contract during the 12 months preceding the date on which the claim or series of claims arose;

NMR Services: means National Mileage Register ("**NMR**") information services supplied by cap hpi relating to vehicle mileages only (including without limitation NMR Checks (being a look-up service which provides a view on vehicle odometer reading authenticity) and NMR Investigations (being a service which seeks to verify mileage readings by contacting previous keepers), but excluding the cap hpi Services or any valuation services (if any)); "**NMR Member**" means a person who has elected to become an NMR Member as set out in Condition 10.4 and "**NMR Membership**" shall be construed accordingly;

Product Schedule: the product schedule attached to these Terms and Conditions**;**

Regulation means, on and from 25 May 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as and when it becomes applicable.

Schedule(s): the schedule(s) attached to this Contract which forms part of this Contract.

Security Watch Register: refers to the register of that name incorporated in Our electronic database;

Service(s): means (as the case may be) the cap hpi Services and/or the NMR Services;

Standard Price List: means the standard price list as set out on www.cap-hpi.com detailing the standard charges for cap hpi Products and/or Services provided as amended and/or updated by Us from time to time.

Third Party/Third Parties: means an end user/users receiving cap hpi Services, but not directly from us. Normally this is through a "Third Party System";

Third Party System: means any system that is not directly supplied by cap hpi but used with Our consent to supply cap hpi Data to or allow access to cap hpi Data for an end user;

Trade Value: means the lower of the price paid for the vehicle or an average of the trade values given by Glass's Guide and cap hpi, adjusted in each case for mileage and physical condition at the time of acquisition;

Update: an updated version of any cap hpi Products issued by cap hpi from time to time;

User Instructions: any user instructions relating to the cap hpi Products, provided to You by cap hpi;

Vehicle: means any motor vehicle that You and cap hpi have agreed will participate in the cap hpi Services and/or NMR Services;

Year: means the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the duration of the Contract; and

You/Your: means or refers to you, the customer or business named on the Product Schedule to receive cap hpi Products, and "Your" shall be construed accordingly.

1.2 In these Terms and Conditions unless the context otherwise requires:

1.2.1 the headings are used for ease of reference only and do not affect the construction of any of the provisions;
1.2.2 the words "includes", "include", and "including" shall mean including but not limited to;
1.2.3 references to any person include references to any human being, company, body corporate, association, joint venture, partnership, trust and any entity capable of suing and being sued;
1.2.4 references to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
1.2.5 the Contract and all cap hpi Products provided after the Commencement Date shall be subject to these Terms and Conditions which apply to the exclusion of all other terms, or conditions which You purport to apply with any written order, confirmation of order, specification or other document;
1.2.6 You must notify cap hpi as soon as possible in the event of any change in Your particulars shown in the Contract. Any such alterations shall be deemed to take effect on the date shown in any confirmation notice cap hpi issues to

You. Any changes or additions to the Contract or to these Terms and Conditions You wish to make must be agreed in writing by cap hpi.

2 Contract Formation

2.1 A Contract between cap hpi and You shall come into force when You return to cap hpi the Product Schedule signed on Your behalf, or if sooner, when cap hpi begins to supply to You any cap hpi Product. Receipt and use of cap hpi Products shall be deemed conclusive evidence of Your acceptance of these Terms and Conditions.

2.2 These Terms and Conditions and the Product Schedule shall govern the Contract to the exclusion of all other terms and conditions including any terms or conditions which You purport to apply under any purchase order or other document, or which are included within Your process to obtain a purchase order.

2.3 Each of the parties is an independent contractor and nothing in the Contract shall be construed to imply that there is any relationship between the parties of employer/employee, partnership or of principal/agent. The parties are not engaging in any joint venture and neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise.

3 Supply of the cap hpi Products

3.1 Risk in the physical media on which the cap hpi Products are recorded shall pass to You on delivery. Title in such physical media shall remain with cap hpi.

3.2 cap hpi will use its reasonable endeavours to provide Updates at the frequency specified in the Product Schedule, provided that time for delivery of the Updates shall not be of the essence.

3.3 cap hpi shall use reasonable endeavours to notify You of any material errors or faults in the cap hpi Products which may come to cap hpi's attention, and to rectify the same whether by provision of replacement cap hpi Products or otherwise. You shall promptly install any such replacement cap hpi Products and/or take such action as cap hpi may reasonably require in relation to any such error or fault.

3.4 If You wish to alter the cap hpi Products, cap hpi may at its discretion agree to such alteration provided the aggregate cost of the new products exceeds the then current cost of the cap hpi Products, and subject to payment of the increased costs for the remainder of the Contract Term and an administration fee (plus VAT in each case).

3.5 cap hpi reserves the right, on giving 30 days' written notice (including via email and electronic communications) to You, to alter the form and content of the cap hpi Products and the method of supply of the cap hpi Products. If any such alteration has or is likely to have a material effect on the functionality of the cap hpi Products, cap hpi will give as much notice of such alteration as is reasonably possible.

4 Licence of cap hpi Products

4.1 cap hpi grants to You for the Contract Term a non-exclusive, personal, non-transferable right and licence to use the cap hpi Products in the form in which they were provided to You in accordance with the User Instructions and for the purposes and subject to the restrictions set out in the Product Schedule, or where no express purposes or restrictions are noted, for Your normal internal business purposes.

4.2 You shall have no right to grant a sub-licence of the rights granted to You in Condition 4.1 (including to any of Your affiliated or group companies) except in accordance with Conditions 4.3 and 4.4. You shall not share with any third party or assist any third party to use any login credentials provided to You to access the cap hpi Products.

4.3 You shall be entitled to sub-license the right to use the cap hpi Products to a third party service provider, including a website developer, only with cap hpi's prior written consent. You shall notify cap hpi accordingly providing full details of the service provider and the cap hpi Products that they wish to access and use. You shall be responsible for the acts or omissions of such third party service provider in relation to the cap hpi Products.

4.4 If under the Product Schedule, cap hpi Products is licensed to You for website use, You shall be entitled to sub-license visitors to Your website identified on the Product Schedule (and no other website) to access the cap hpi Products, on the following conditions:

(a) use by Your website visitors shall be subject at all times to contractually binding user terms that include (i) a restriction on visitors to use the information on the website for personal, non-commercial purposes; (ii) a restriction on visitors from mass-extracting or re-utilising information from the website; (iii) a requirement on visitors to comply with any User Instructions; (iv) a right for cap hpi to enforce any breach of the terms directly against a visitor; and (v) a statement explaining that user vehicle valuations are provided 'as is' and no warranties are given in relation to such valuations;

(b) Your website shall be configured to prevent so far as reasonably possible breach by visitors of the prohibition set out in Condition 4.4(a)(ii) above;

(c) on each page relating to cap hpi Products, Your website shall include a prominent notice in the following form: "cap hpi DATA AND SOFTWARE IS PROTECTED BY COPYRIGHT AND DATABASE RIGHTS. ALL RIGHTS RESERVED";

(d) the licence to use cap hpi Products for website use shall immediately terminate if You sell or transfer the website and/or the URL for the website.

4.5 You are responsible for configuring Your own systems appropriately to access and use the cap hpi Products, and for installing and using the cap hpi Products in accordance with the User Instructions.

4.6 If a cap hpi Product is licensed for use by an agreed number of Licensed Users, You shall ensure that the cap hpi Product is not used by more than such agreed number of Licensed Users. You shall promptly notify cap hpi if You breach this Condition 4.6, and the provisions of Condition 10.14 shall apply.

5. Use of Services, System and Our Database Responsibilities

5.1. You agree to the following with respect to the usage of cap hpi Services, the NMR Services, and the Services:

5.1.1. You agree to complete the Service request screens in full (or provide all information requested by the cap hpi operator when using the Services via the cap hpi call-centre) so as to ensure a prompt response by cap hpi. cap hpi may upon notice to You immediately terminate the Contract or suspend the Services and/or end Your NMR Membership at any time if You provide incorrect information or persistently provide incomplete information.

5.1.2. You agree to notify Us if We supply any cap hpi Data which You know or suspect is incorrect or incomplete.

5.1.3. You may notify Us of any vehicle(s) on which You wish Us to register an interest on the Security Watch Register where You reasonably believe that You have, or that You are acting on behalf of a person who has good title to such vehicle(s) and that such vehicle(s) fulfil(s) the criteria for publication on the Security Watch Register issued by Us from time to time. If We reasonably believe that any interest registered on the Security Watch Register was not eligible for such registration at the time registration was made or has subsequently become ineligible, or if We become aware of a dispute as to eligibility, We shall be entitled (but not obliged) to remove such registration. We do not undertake to carry out or participate in any investigation or dispute in relation to eligibility or title and we shall not be liable for any interest or absence of an interest on or the removal or non-removal of an interest from the Security Watch Register.

5.1.4. You agree to comply with any additional requirements We may notify to You from time to time.

5.1.5. Additional Services provided are subject to these Terms and Conditions (and as amended) and at Our standard rates.

5.1.6. Save and except for any cap hpi Software We may supply to You subject to these Conditions, You must ensure that You have all You need to gain access to and to use the Services (including computer hardware and software, telecommunications facilities and communications equipment).

5.1.7. Whilst We take reasonable care to ensure that Our computer systems used in provision of the Services ("our systems") operate properly We will not be liable for any failure of Our systems or Your inability to obtain access to or use the cap hpi Data caused by you. We may at any time require You to disconnect Your equipment or any part or parts of it and cease accessing and using Our systems and/or the cap hpi Data if in Our reasonable opinion such equipment is or has been the cause or is likely to be the cause of failures, interruptions, errors or defects in Our systems and/or Our database.

6. Licence restrictions and Permitted Use

6.1. Except to the extent required to be permitted by applicable law or as expressly allowed in the Contract, You shall not, and shall not permit or assist any third party to:

(a) translate, adapt, disassemble, reverse engineer, decompile or copy the whole or any part of the cap hpi Products, nor arrange or create derivative works based on the cap hpi Products;

(b) make for any purpose including error correction, any modifications, adaptions, additions or enhancements to the cap hpi Products;

(c) combine, match or merge the whole or any part of the cap hpi Products with or incorporate the cap hpi Products into any third party code;

(d) assign, distribute, license, sell, charge, commercially exploit, or otherwise deal in or encumber the cap hpi Products;

(e) use the cap hpi Products on behalf of or make them available to any third party including any of Your affiliated or group companies;

(f) make available online all or part of the cap hpi Products through the Internet, or any intranet; and/or

(g) remove or alter any copyright or other proprietary notice on any of the cap hpi Products.

6.2. If You intend to supply any cap hpi Products, and specifically any cap hpi Services and/or NMR Services (together "Services") to a Third Party via a Third Party System:

6.2.1. You must sign the Contract and return it to cap hpi, and obtain written authorisation from cap hpi allowing You to supply the relevant cap hpi Products, Services, and/or cap hpi Data to Third Parties;

6.2.2. it shall be Your responsibility to check that the Third Party System operates correctly, including the complete and accurate retrieval and display of cap hpi Data before releasing to Your customers, and You shall provide evidence of the same to cap hpi upon request;

6.2.3. You may not provide cap hpi Data, cap hpi Products, or Services to Third Parties until You have received cap hpi's written confirmation;

6.2.4. You will keep a record of all Third Party customers using the Service and promptly provide the same to cap hpi if requested (required by the DVLA);

6.2.5. You are required to verify the legitimacy of the Third Party when setting up a new account. You must check and verify the Third Party's VAT registration number and company registration number (where relevant). For non-VAT registered companies two proofs of trading must be provided such as bank statement or utility bill in the company name.

6.3 You shall indemnify and keep indemnified cap hpi and its directors from and against any and all losses, damages, claims, costs and expenses incurred or suffered by cap hpi as a result of any breach of Conditions 4, 5, or 6 and/or any other unauthorised use or disclosure of the cap hpi Products by You or by any party gaining access to the cap hpi Products as a result of Your act or omission.

6.4 Without prejudice to the provisions of Condition 6.1, all rights not expressly granted to You under the Contract are reserved to cap hpi.

6.5.

6.5.1. Except as provided in the Condition 6.6 below, You acknowledge and agree that any cap hpi Data provided to You may only be used by You for the purposes of appraising, or verifying the current status of, motor vehicles or other assets prior to selling, purchasing or processing such motor vehicles or other assets in the ordinary and lawful course of Your business (the "**Purpose**"). You agree that You will treat all cap hpi Data in strict confidence and that except for the Purpose and as provided in the Condition 6.6 below, You will not use the cap hpi Data or any part of it nor have any right over or access to it. In particular (and without prejudice to the generality of the foregoing) You shall not resell or (save under a statutory duty or pursuant to any court order) disclose or supply any of the cap hpi Data, including but not limited to Model Variant Code, to any third party. You undertake to apply to all cap hpi Data no lesser security measures and degree of care than those which You apply to Your own confidential or proprietary information and which You warrant as providing adequate protection of such information from unauthorised disclosure, copying or use.

6.5.2 In certain circumstances We are authorised by Driver and Vehicle Licensing Agency ("**DVLA**") to allow disclosure of the Vehicle Identification Number ("**VIN**") as part of a trade check. Disclosure to You of a VIN is only permitted for the Purposes as defined in Condition 6.5.1 above. Should We become aware of any misuse associated with disclosure of the VIN, or are so advised by the DVLA, We reserve the right to remove this facility with immediate effect and without further notice and/or terminate this agreement in accordance with Condition 14.4 below.

6.5.3 The VIN is disclosed to assist in confirming the identity of the vehicle by validating that the vehicle registration mark searched relates to the correct vehicle or to confirm a correct VIN to be compared to the VIN displayed on the relevant vehicle. You may display the VIN on the vehicle search report / certificate, recorded within the application modules to handle vehicle inventory, recorded on the vehicle inventory, stock report, ledgers and customer database / service record and/or included in information disclosed to vehicle purchaser / owner, dealership staff, sub-contractors and auditors, but not otherwise and only providing that such use is always in accordance with the Purpose as defined in Condition 6.5.1 above.

6.5.4 We reserve the right to undertake spot check audits relating to the use and storage of the cap hpi Data (including but not limited to VIN data released by the DVLA), and monitor usage volumes or patterns and respond to any indication of misuse or abuse with immediate termination of access. You must take reasonable steps to ensure measures are in place to stop unauthorised VIN disclosure,

6.5.5 You must not retain VIN data for longer than necessary nor use it for unauthorised purposes nor must You disclose the full VIN to third parties beyond the terms of Your agreement with us.

6.5.6 Data Caching is not permitted unless specifically authorised in advance in writing by cap hpi in accordance with the following DVLA requirements:

6.5.6.1 For a limited period of 24 hours only, to allow multiple hits against a single record as part of a continuous enquiry; or

6.5.6.2 for a limited period where it is necessary to retain the results of a data record for auditing purposes / contractual issues. The data must be held in archive records and must only be retained as long as necessary for this purpose, You must not use the data to fulfil further enquiries or transactions not related to the original enquiry.

6.5.7 Use of the cap hpi Data to create an alternative database for purposes not related to the original enquiry is

prohibited.

6.5.8 You agree to destroy any cap hpi Data held by You immediately where requested to do so by us.

6.6 You are permitted to supply to Your customer purchasing from You the relevant motor vehicle or asset one printed copy of the cap hpi Data supplied by Us under the Contract PROVIDED ALWAYS that such cap hpi Data supplied to Your customer is in the written or electronic form supplied to You by Us (without amendment to any of the contents) and that such supply to Your customer is free of charge (whether monetary or otherwise).

6.7 You shall indemnify Us immediately upon demand against all costs (including reasonable legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises in connection with the use of the Services or the cap hpi Data by You in breach of these Terms and Conditions or the Contract or which is wholly or partly attributable to Your negligence or that of Your servants or agents.

7 Monitoring & Reporting

7.1 You shall permit cap hpi and/or its authorised representatives at a reasonable time and on reasonable notice to inspect Your premises and systems to ensure that Your use of the cap hpi Product does not exceed the agreed number of Licensed Users and is otherwise in accordance with the terms of the Contract. You shall assist cap hpi and its authorised representatives during such inspection. cap hpi shall, and shall procure that its authorised representatives shall, observe Your procedures relating to the protection of confidential information and take all reasonable steps to minimise disruption to Your business during an inspection.

7.2 If any inspection carried out under Condition 7.1 demonstrates that Your use of the cap hpi Product exceeds the agreed number of Licensed Users and/or is otherwise not in accordance with the terms of the Contract, then, without prejudice to any other rights or remedies available to cap hpi, You shall pay to cap hpi all sums due under Condition 10.14 and You shall reimburse cap hpi for the cost of such inspection.

7.3 If the Fee is based on a volume use calculation in accordance with the Product Schedule, then You shall provide cap hpi within 30 days of the end of each calendar month (or as otherwise required under the Product Schedule) with a statement of use of the cap hpi Products during the previous calendar month or such other time period as may be requested by cap hpi that is sufficient for cap hpi to calculate the Fee.

8 Confidentiality

8.1 You shall keep secure and confidential and only use for the purposes permitted under the Contract, the cap hpi Products and the User Instructions.

8.2 Neither You nor We may disclose the terms of the Contract to any other person, except to Your or Our (as the case may be) personnel whose duties reasonably require such disclosure on condition that You or We (as the case may be) ensure that each such person to whom such disclosure is made: (a) is informed of the obligations of confidentiality under these Conditions; and (b) complies with those obligations as if they were bound by them. Notwithstanding the foregoing, We may disclose the terms of the Contract to a public or regulatory authority such as the police if so requested in order to aid any ongoing investigations by such public or regulatory authority, We may also disclose the terms of the Contract if required to do so under relevant laws and regulations.

8.3 You shall further keep secure and confidential any financial or other business information relating to cap hpi and/or its clients or suppliers that may be disclosed to You ("**cap hpi Confidential Information**").

8.4 You shall permit access to the cap hpi Confidential Information only to those of Your employees who need to know the same in relation to Your permitted use of the cap hpi Products, and shall ensure that all such persons are (a) made fully aware of the confidentiality obligations of the cap hpi Confidential Information; and (b) complies with those obligations as if they were bound by them.

8.5 Conditions 8.3 and 8.4 shall not apply to cap hpi Confidential Information which:

(a) is lawfully in Your possession prior to disclosure by cap hpi;

(b) becomes publicly known, otherwise than as a consequence of a breach of this Contract or being revealed in court;

(c) is disclosed to a third party pursuant to written authorisation from cap hpi; and/or

(d) is received from a third party without breach of any other relevant confidentiality obligation.

9. IP Rights

9.1 No IP Rights in the cap hpi Products shall transfer to You under the Contract.

9.2 You agree that all and any intellectual property rights comprised in any cap hpi Data, Our trade names and service marks, any cap hpi Software or any other aspect of the Services provided to You (including but not limited to copyright, database right and rights of confidence), shall, insofar as they belong to us, remain Our exclusive property. No intellectual property rights in any of the foregoing are transferred or licensed to you, except as expressly provided in these Conditions. You also agree that the copyright, database right, property right, and other intellectual property rights in any information or data relating to the Vehicle or any asset, including but not limited to VRM, VIN, and mileage information, which You provide to Us as part of the Services or as part of the usage of Our products or services will become Our property when such information is captured by, stored in, or entered into Our database or systems, and that We will be storing any such information and be reusing the same in the course of Our business including for the future provision of Our Services or products.

9.3 You shall promptly notify cap hpi in writing of any unlicensed use of all or part of the cap hpi Products, which comes to Your attention, whether by You or Your employees, agents, consultants or affiliated or group companies, or any third party.

9.4 If any third party makes any IP Claim, or notifies You of its intention to make an IP Claim, against You then You shall:

(a) as soon as reasonably practicable, give written notice of the IP Claim to cap hpi, specifying the nature of the IP Claim in reasonable detail and providing any documentation received by You in relation to the IP Claim;

(b) not make any admission of liability, agreement, settlement or compromise in relation to the IP Claim without cap hpi's prior written consent;

(c) give to cap hpi and its professional advisers access and all reasonable assistance as cap hpi may from time to time require in relation to the IP Claim; and

(e) at cap hpi's request, give to cap hpi the exclusive control and right to defend any IP Claim and make settlements in relation to an IP Claim at its own discretion.

9.5 If any IP Claim is made, or in cap hpi's reasonable opinion is likely to be made, against You, cap hpi may, at its sole option and expense:

(a) procure for You the right to continue using the cap hpi Product (or any part of the cap hpi Product as the case may be) in accordance with the terms of the Contract;

(b) modify the cap hpi Product so that it ceases to be infringing; and/or

(c) replace the cap hpi Product with non-infringing software or data.

9.6 In consideration of the licence granted in the Contract, You give cap hpi permission to use Your name and logo in cap hpi marketing material.

10. Fees, Billing, and Payment

10.1 Unless otherwise agreed by Us in writing, You will pay the charges for the Services and/or cap hpi Products at the levels set out in Our Standard Price List (as amended by Us from time to time).

10.2 You agree to pay Us a cap hpi joining fee in relation to cap hpi Services at the rate set out in this Contract and/or Product Schedule and as amended by Us from time to time.

10.3 You agree to pay to Us a monthly membership charge in respect of cap hpi Services during the term of the Contract and/or during the life of Your cap hpi Membership at Our then current rate (as amended by Us from time to time) (the "**cap hpi Membership Charge**"). The cap hpi Membership Charge is payable monthly in advance or as otherwise shown in the Contract invoiced up to 30 days in advance, and We will charge Your account in respect of each monthly payment on or after the 2nd of each month.

10.4 If You are an NMR Member You also agree to pay to Us a monthly membership charge in respect of the NMR Services (at Our rates as amended by Us from time to time) (the "**NMR Membership Fee**"). The NMR Membership Fee is payable monthly in advance will be invoiced as soon as possible after the date when Your NMR Membership commences. In respect of each subsequent month, We may invoice You in advance at any time in the month to which the subscription relates on or after the 2nd of each month.

10.5 **Advance Cash Customers** (Note: You are an Advance Cash Customer if so provided in the Contract and/or Product Schedule, or unless stated otherwise in the Contract and/or Product Schedule)

10.5.1 If We agree to hold sums of money from You on account for payment of Services not yet supplied by Us (under Our 'Advance Cash' scheme), it is Your responsibility to ensure that You maintain an adequate balance as specified by Us from time to time in Your Advance Cash account with Us to pay for all Services You wish to use. If the balance in Your Advance Cash account falls below this level, We may request You to 'top-up' Your Advance Cash account (or issue 'top-up' invoices to You for this purpose) in accordance with the rules of the Advance Cash scheme from

time to time. We may suspend or terminate Your use of the Services if the balance in Your Advance Cash account with Us is not sufficient to pay for any of the Services You wish to use. Your Advance Cash account balance is under no circumstances allowed to go below zero, and We reserve the right and absolute and sole discretion to suspend, block, or terminate the Services immediately without notice should Your Advance Cash account balance reaches or goes below zero.

10.5.2 Unless We hold sufficient money from You on account under the Advance Cash scheme from which to deduct payments for cap hpi Services or NMR Services (or We agree otherwise with You in writing) We are entitled to invoice You following the end of each month in which the cap hpi Services or NMR Services were provided, or at such other times We may agree with You in writing. NMR Members are entitled to a reduction in Our standard charges for NMR Services at a level agreed between You and Us from time to time.

10.6 **Sales Ledger Customers** (Note: You are a Sales Ledger Customer if so provided in the Contract and/or Product Schedule)

10.6.1 **I**f in the Contract We have agreed to provide Services on a Committed Volume **(**as defined below**)** basis, then You will pay Us the fees in respect of Your usage of those Services specified in the Contract in respect of Your usage up to the volumes which You have committed to pay for as set out in the Contract (**"Committed Volume"**). The fees payable in each calendar month will be calculated by reference to Your monthly Committed Volumes for each Service chargeable at the rates set out in the Contract, or if none, at the rate specified in Our Standard Price List from time to time for those Services. Unless otherwise agreed to in writing by cap hpi, the Committed Volume is determined on a monthly basis and there shall be no carry-over of unused Committed Volume.

You will also pay Us additional fees in respect of any of Your usage in excess of Your Committed Volumes, taking into account of any agreed overrun levels ("**Excess Volume**"), in respect of any specified Services at the unit rate applicable to the relevant Services in the Contract, or if none, at the rate specified in Our Standard Price List from time to time for those Services ("**Additional Fees**"); and Additional Fees will be invoiced at any time following the end of each month in which Services were provided or at such other times as We may agree with You in writing.

10.6.2 Any Services which You have not agreed to pay for on a Committed Volume basis shall be chargeable at the unit rate applicable to the relevant Services calculated by reference to Our Standard Price List from time to time.

10.7 **Subscription Fee Customers** (Note: You are an Subscription Fee Customer if so provided in the Contract and/or Product Schedule)

10.7.1 If You are a Subscription Fee Customer, then You shall pay the relevant Fee covering Your usage of cap hpi Products for the relevant subscription period as agreed to between cap hpi and You in the Product Schedule ("**Subscription Period**"). You shall pay such Fees by the first date of any Subscription Period.

10.8 Unless stated otherwise in the Product Schedule or elsewhere agreed to by cap hpi in writing, all payments for the Fee or all other charges and sums payable by You (plus VAT) are due (without any set-off or other deduction) within 30 days of the date of Our invoices or by the first date of the Contract Term or beginning of the month, as applicable. If You have elected to pay Our charges by direct debit, We will deduct any amounts specified in Our invoices to You on the dates specified for payment in the relevant invoices.

10.9 If We provide any services or products to You in addition to those Services and/or cap hpi Products specified in the Contract and for which any charge, fees or additional fees are payable, We shall do so subject to these Terms and Conditions (and any other standard terms applicable to those services as may be amended or replaced from time to time) and they are payable at Our standard rates and/or charges from time to time as set out in Our Standard Price List, as applicable.

10.10 All Our charges, Fees, and Additional Fees are exclusive of any Value Added Tax ("**VAT**"), for which You shall be additionally liable at the applicable rate from time to time.

10.11 You agree that to the extent applicable, You shall be solely responsible for paying any and all additional bank charges including but not limited to bank processing fees, foreign exchange fees, foreign exchange fluctuations, and increases in taxes.

10.12 If payment of any of Our charges, Fees, dues, or Additional Fees is not made on the due date, We shall be entitled, without limiting any other rights We may have, to charge You interest (both before and after any judgement) on unpaid sums at the rate of 3% per annum above the Barclays Bank plc base rate from time to time accruing on a daily basis from the due date until full payment in cleared funds is made.

10.13 Without prejudice to cap hpi's other rights, if You fail to pay any invoice, charges, fees, Fees, or dues by the due date, cap hpi shall be entitled to:

(a) under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) to claim debt recovery costs and interest from the due date for payment accruing on a daily basis, until payment is made;

(b) not supply or suspend the supply of the cap hpi Product; and/or

(c) terminate the Contract on written notice.

10.14 If at any time You exceed the agreed number of Licensed Users in relation to a cap hpi Product, You shall pay to cap hpi a charge equal to cap hpi's then current fee for each such additional Licensed User together with a reasonable administration charge (plus VAT in each case).

10.15 We reserve the right to review, and at Our sole and absolute discretion, to increase any of Our fees, prices, or charges, including without limitation Our standard charges, list prices, or any rates set out in the Standard Price List or this Contract for Our Services and/or cap hpi Products (and accordingly the levels of Our fees and Additional Fees and Our other charges payable by You) at any time upon not less than 30 days written notice (including via email and electronic communications) to You. Such price, fee, or charge increase(s) shall be at a minimum (and with no maximum), the rate of inflation (calculated based on Retail Price Index) for the next twelve months as projected by the Bank of England or the Office for National Statistics.

10.16 Without prejudice and in addition to the foregoing, cap hpi further reserves the right to review, and at Our sole and absolute discretion, increase Our fees, prices, or charges, including without limitation Our standard charges, list prices, Standard Price List, and Additional Fees and Our other charges payable by You, including adding charges to Our price lists for additional or new services that We may offer to You or You may request from Us and including without limitation charges for paper invoices, non-payment by direct debit method ("DDM") and charges for postal services at any time upon not less than 30 days written notice (including via email and electronic communications) to You.

11. Warranty and Liability (limitations and exclusions)

No Warranty

11.1 cap hpi warrants that it shall use reasonable care at all times in generating, compiling, providing and publishing the cap hpi Products and/or Services and that subject to Condition 3.5, the cap hpi Products shall comply with the specification(s) set out in the Product Schedule. We shall use Our reasonable endeavours to ensure that, for as long as We provide cap hpi Products to you, the cap hpi Software continues to operate substantially in accordance with Our published documentation(s), as applicable. Except as otherwise expressly agreed to, provided for, or stated in these Terms and Conditions, all other warranties, terms, conditions and obligations, express or implied or otherwise, are hereby excluded to the fullest extent permitted by law. In particular, but without limitation of the foregoing, all cap hpi Products and Services are provided on an "as-is" basis without any warranty as to accuracy, suitability, fitness for a particular purpose or otherwise. Further, without limitation of the foregoing, except as otherwise expressly agreed to, provided for, or stated in these Terms and Conditions, We exclude any representation, condition or warranty, express or implied or otherwise, that the operation of the Services will be uninterrupted or that the operation of any cap hpi Software will be uninterrupted or error free, or will be suitable for Your purposes, or will interface seamlessly with any of Your software.

Basis of exclusion of liability

11.2 You accept that estimates of vehicle values, running costs and other data contained within the cap hpi Products are calculated by reference to third party data and/or market intelligence information which may be inaccurate, may alter or may be affected by circumstances that were not apparent at the time of preparation of the data and that which We do not have full control over. In addition, used vehicle valuations are a guide price only, and many other variables outside of Our control determine the actual sale price. Furthermore, the cap hpi Data We supply to You when providing the cap hpi Services and/or the NMR Services includes a large amount of information which has been supplied to Us voluntarily by third parties over whom We have no control, such as the police, the DVLA, insurance and finance companies and those involved in the motor industry; the volume and the nature of the data on Our database makes it impractical for Us to verify it and, if We were to attempt to do so, We would only be able to offer Our services at a significantly increased cost; We provide the Services and cap hpi Products at a price that does not reflect any benefit You may obtain from them, including any profit that You may make or the amount of any credit that You may give. Accordingly, You accept and agree that the provisions of this Condition 11 represent a fair and reasonable apportionment of risk having regard to the cap hpi Products, the Services, and the Fee, and We accordingly consider it reasonable (and You agree) for Us to limit and exclude Our liability on the basis set out in this Condition.

Customer warranties

11.3 You represent and warrant to Us the following:

11.3.1 that any information You provide to Us in the course of the performance of this Contract and/or in the course of the provision of Services and/or cap hpi Products is accurate and complete;

11.3.2 that You have taken all reasonable precautions and exercised all due diligence and acted with professional diligence (such term as construed in accordance with *The Consumer Protection from Unfair Trading Regulations 2008*) when making the relevant Vehicle purchase, sale, or transactions.

Exclusion of Liability in General

11.4 Subject to Condition 11.7, cap hpi shall not in any circumstances be liable to You for:

(a) loss or damage arising as a result of any error, omission or inaccuracy in any part of the cap hpi Products where

such error, omission or inaccuracy arises as a result of use of third party content or market intelligence or a reasonable interpretation of such third party content or market intelligence;

(b) loss or damage arising from Your failure to use the cap hpi Products strictly in accordance with the terms of the Contract;

(c) loss of profits, loss or corruption of data or information and/or loss of contracts;

(d) any kind of special, indirect, consequential or pure economic loss whether arising from negligence, breach of contract or howsoever caused and whether or not You notified cap hpi of the possibility of the same;

(e) any loss of business, capital, profit, reputation or goodwill whether caused by us, Our servants or agents arising out of or in connection with the Contract or its subject matter.

(f) any loss or damage arising from Your failure to ensure software compatibility with Your hardware and/or other software or Your failure to carry out appropriate virus checks;

(g) third party claims of any kind; or

(h) any data inaccurately or incompletely presented via a Third Party System,

Limitation of Liability in General

11.5 Subject to Condition 11.7, if cap hpi is held to be liable to You for any reason, Our entire liability in respect of any cause of action arising out of or in connection with the Contract or its subject matter (whether in contract, tort (including negligence) or for breach of statutory duty or in any other way) shall be limited to the Maximum Contract Liability Limit.

11.6 Unless otherwise agreed to between cap hpi and You in writing, We shall not be liable for any claims or series of claims ("**Claim**") arising under or in connection with the Contract or in relation to its subject matter unless written notice of the Claim is given to Us either within 3 months from when You became aware of the circumstances giving rise to such a Claim or within 3 months of such time when You ought to have reasonably become aware of such circumstances and in any event within 1 (one) year following the date of the first provision of the Service and/or cap hpi Product and/or hpi check giving rise to the Claim.

11.7 Nothing in this Condition 11 shall exclude or limit cap hpi's liability for death or personal injury resulting from cap hpi's negligence or for fraud or fraudulent misrepresentation.

11.8 You agree that You are best placed to evaluate, and insure against, any loss You may suffer in connection with the cap hpi Products and/or Services provided under this Contract.

General

11.8 The parties agree that each and every provision of this Condition 11 are severable for the purposes of Condition 16.7, and that each and every provision of this Condition 11 shall be construed as a separate limitation and/or exclusion that shall apply and survive even if for any reason any one or other of the said provisions is held inapplicable, unenforceable, or unreasonable in any circumstances.

11.9 The Specification "Spec check" data We supply is not a comprehensive database of vehicle specifications.

11.10 It is the responsibility of any third party to regularly check the presentation and accuracy of any data supplied to their clients.

11.11 The exclusions and limitations of liability contained in these Conditions shall apply for the benefit of cap hpi and any person or business supplying any part of the cap hpi Data to Us whether or not mentioned in the Contract, these Terms and Conditions, or in any marketing or descriptive documentation relating to the Services and/or cap hpi Products.

Liability for NMR Services

11.12 Subject to the exclusion and limitation of liability as set out in this Condition 11 and the provisions of this Condition 11 in general, We warrant that the NMR Services shall be provided with reasonable skill and care. Our entire liability in respect of NMR Services (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) shall be limited to (at Our sole discretion) either:

11.12.1 supplying the NMR Services again; or

11.12.2 payment of the cost of having the NMR Services supplied again; or

11.12.3 repaying to You the amount You paid in respect of the NMR Services out of which liability has arisen.

12. **Anti-Bribery**

12.1 In relation to its obligations under the Contract, each party warrants that it shall comply with the Bribery Act 2010 and its own anti-bribery and anti-corruption policies. On request, each party shall promptly supply to the other party a copy of its anti-bribery and anti-corruption policies.

12.2 Each party shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by or on behalf of the other party in connection with the performance of the Contract.

13. Data Protection and Information Security

cap hpi and You agree that the provisions set out in **Schedule 3 – data protection schedule** attached hereto shall bind the parties with respect to their respective data protection and information security obligations**.**

14. Term and Termination

14.1 If the Contract is a Fixed Term Contract as identified and provided for in the Product Schedule, then the following shall apply:

The Contract shall commence on the Commencement Date and shall, unless otherwise agreed to in writing by cap hpi or terminated in accordance with its terms, continue in force for the duration of the Contract Term.

If the Contract is a Rolling Contract as identified and provided for in the Product Schedule, then the following shall apply:

The Contract shall commence on the Commencement Date and shall, unless otherwise agreed to in writing by cap hpi or terminated in accordance with its terms, continue in force for the duration of the Contract Term and shall, unless otherwise agreed to in writing by cap hpi, automatically renew thereafter for indefinite periods ("**Renewal Term(s)**") until terminated by either party by giving not less than 12 (twelve) months' advanced written notice.

14.2 Either party may terminate the Contract immediately by notice in writing if:

(a) the other has committed a breach of the Contract and, in the case of a breach by cap hpi capable of remedy, cap hpi has failed to remedy such breach within 14 days of a written notice requiring it to do so; or

(b) the other is unable to pay its debts as they fall due, or is the subject of a bankruptcy petition, or enters into compulsory or voluntary liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver, manager, administrator or administrative receiver appointed over its assets, or initiates or is the subject of any insolvency, winding up, or dissolution proceedings, or ceases for any reason to carry on business.

14.3 cap hpi may terminate the Contract immediately by notice in writing to You if there is a change of control so that You are controlled by a cap hpi competitor or You control a cap hpi competitor. For the purposes of this Condition 14.3, 'control' means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise and 'cap hpi competitor' means any other supplier of automotive data, products, and/or solutions. Subject to any obligations of confidentiality or applicable laws, regulations or rules, You shall promptly notify cap hpi in writing of any such change of control.

14.4 Without limiting any of the forgoing provisions, cap hpi may at any time, without any liability to You, terminate the Contract immediately by notice, or without notice suspend any Services and/or cap hpi Products if:

14.4.1 any charges due from You under the terms of the Contract are unpaid;

14.4.2 You use the Services or any cap hpi Data or any cap hpi Products for any purpose not expressly permitted in the Contract or in these Terms and Conditions;

14.4.3 You are (in Our reasonable opinion) otherwise in material breach of the Contract or any of these Terms and Conditions;

14.4.4 You undergo a change of ownership to which We reasonably object; or

14.4.5 any of Your use or usage of Your system(s) or software has or becomes to have (as reasonably determined by cap hpi) an adverse impact or adverse effect on Us or any of Our customers, including but not limited to adverse impacts or adverse effects on Our or Our customer's systems, software, business or otherwise;

14.5 Suspension of the Services by Us pursuant to Condition 14.4 above shall not affect any of Your existing or accrued obligations under the Contract, including any obligation to make any payment(s).

14.6 You may terminate the Contract immediately by notice in writing to cap hpi if, in accordance with Condition 3.5 cap hpi alters the form or content of the cap hpi Products or the method of supply of the cap hpi Products and such alteration has a material effect on the functionality of the cap hpi Products.

14.7 If You purport to terminate the Contract without cause, You shall remain liable for all Fees, charges, or other monetary amounts due for the full Contract Term, and for the avoidance of doubt, cap hpi shall retain its rights under Condition 10.13.

14.8 Upon expiry, termination, or ending of the Contract however arising, the balance of any Fees, charges or other monetary amount payable by You to Us under the Contract shall, notwithstanding anything to the contrary in the Contract, become immediately due and payable. Upon expiry, termination, or ending of the Contract however arising, and notwithstanding anything to the contrary in the Contract, any Fees, charges or other monetary amount already paid by You to Us shall not be refundable under any circumstances, save for instances where such termination or ending of Contract arose as a direct result of cap hpi's breach and only then will cap hpi provide a pro rata refund of the Fees paid by You covering the remaining unexpired term of the Contract.

14.9 On expiry, termination, or ending of the Contract, however arising, You shall:

14.9.1 immediately cease all use of the Services, the cap hpi Data and any cap hpi Products;

14.9.2 immediately destroy all copies of the cap hpi Products and the cap hpi Confidential Information (including, in the case of cap hpi Products and the cap hpi Confidential Information maintained on digital media, the erasure of them from those media) in Your possession or control and shall promptly certify such destruction to cap hpi in writing;

14.9.3 return to Us any cap hpi Software or cap hpi Products (including all back-up and security copies, the user guides and any other documentation relating to the Services or cap hpi Product) which We may have provided to You and delete or otherwise destroy any copies of any cap hpi Software or cap hpi Products which are in Your possession or control;

14.9.4 return to Us any marketing or promotional materials which We have provided to You in relation to the promotion of any of the cap hpi Products; and

14.9.5 immediately cease all use of any of Our trade names and service marks (including "cap hpi", "HPI", and "NMR") in Your marketing, promotional or advertising activities.

14.10 Termination or expiry of the Contract, however arising, shall be without prejudice to the rights and obligations of cap hpi and You accrued prior to termination. Notwithstanding termination or expiry of the Contract, however arising, the following provisions shall survive and shall remain in force: Conditions 6 (Licence Restrictions and Permitted Use), 8 (Confidentiality), 9 (IP Rights), 10 (Fees, Billing, and Payment), 11 (Warranty and Liability), 13 (Data Protection and Information Security), 14 (Term and Termination), and 16 (General).

14.11 If under the Contract You have agreed to pay any cap hpi joining fee, cap hpi Membership Charge, NMR Membership Fee, or fees in respect of Committed Volumes, or any other agreed prepayment or fee for any fixed or minimum period and You terminate the Contract (or if We terminate the Contract pursuant to Conditions 5.1.1, 14.2, 14.3, or 14.4) before expiry of such period, You will remain liable to pay these and cap hpi will not refund of any of these (whether or not You have asked Us to provide any Services and/or cap hpi Products).

14.12 If You are an NMR member, You may terminate Your NMR membership at any time by giving at least 3 months prior written notice to us. After termination We will continue to provide the NMR service to you, but You will be liable to pay the charges at the levels set out in Our standard NMR price list.

15. Force Majeure

15.1 **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract and includes war, terrorism, riot or civil commotion, strikes, lock outs or other industrial action, acts of or restrictions imposed by government or public authority, failures of supply of services, software or hardware systems or networks, explosion, fire, flood, natural disaster and breakdown or failure of equipment.

15.2 A party will not be liable if delayed in or prevented from performing its obligations under the Contract due to Force Majeure, provided that it promptly notifies the other of the Force Majeure. If, due to Force Majeure, a party is unable to perform a material obligation and/or is delayed in or prevented from performing its obligations for more than 30 days, either party may terminate the Contract on notice. The provisions of this Condition 15.2 shall not be relied upon in relation to the inability to pay.

16 General

16.1 Except in accordance with Condition 4.4, You shall not, without the prior written consent of cap hpi, assign, sub-license,

sub-contract or otherwise transfer to any third party any of Your rights, benefits, or obligations under the Contract. cap hpi shall be entitled to assign its rights and/or obligations under the Contract.

16.2 Each party shall, to the extent necessary in relation to its activities as contemplated by this Contract, at all times: i) maintain all licences and registrations under any applicable laws, including the Consumer Credit Legislation; and ii) comply with all applicable laws, including the Consumer Credit Legislation.

16.3 We operate a policy of continually reviewing and developing the information services We provide, and accordingly We reserve the right, provided that We give You reasonable notice, to make any changes to any of the Services, or discontinue or substitute any of the Services or parts thereof, at any time where We deem this to be necessary to comply with any applicable statutory requirements, or in the event that such Services or parts thereof are provided by a third party and that third party withdraws, discontinues or otherwise terminates provision of those services to us, or which in Our reasonable opinion do not materially affect the nature or quality of the Services. We may also vary the contents of Our database from time to time in order to improve or modify Services features.

16.4 We may from time to time amend the Contract and You agree to Us doing so by varying or adding to any of these Terms and Conditions by giving You reasonable prior notice (including but not limited to via email or electronic communication), such notice shall also be given via www.cap-hpi.com where current Terms and Conditions can also be viewed.

16.5 No term of the Contract will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999, and no person who is not a party to the Contract shall have any rights under it.

16.6 Notices to Us under the Contract and/or these Terms and Conditions shall be in writing and sent to Our Company Secretary at Our registered address by mail. Notices to You under the Contract and/or these Terms and Conditions may be sent to You through email or electronic means of communication or to the address that Your invoices are sent by second class mail.

16.7 If any Condition (including any distinct sub-condition) of the Contract is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions of the Contract which shall continue in full force and effect.

16.8 Failure or neglect by Us to enforce any provision of the Contract shall not be construed nor shall be deemed to be a waiver of Our rights under the Contract and shall not prejudice Our rights to take subsequent action. No waiver by Us of any breach of the Contract by You will be considered as a waiver of any subsequent breach of the same or any other provision or type.

16.9 The Contract (incorporating these Terms and Conditions) contains the entire agreement between cap hpi and You in relation to the supply by cap hpi to You of the cap hpi Products. It supersedes any and all prior agreements, representations, arrangements or undertakings in relation to such subject matter, provided that nothing in this Condition 16.9 shall exclude or limit liability of either party for fraudulent misrepresentation. In particular, but without limiting the generality of the foregoing, You warrant and represent that in entering into the Contract You have not relied upon any statement of fact or opinion made by Us or Our officers, servants or agents which has not been included expressly in the Contract. The terms of the Contract may only be varied by written agreement of the parties or in accordance with Condition 16.4 above.

16.10 You agree that You will (at Our cost and expense) do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as We may from time to time reasonably require for the purpose of giving to Us the full benefit of any rights and benefits granted to Us under these Terms and Conditions.

16.11 The Contract shall be governed by and interpreted in accordance with English law, and You and cap hpi hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – Trial Licence

17 Trial Licence

The following term(s) shall have the following meaning(s):

Trial Account: means the user account granted to You under the Terms and Conditions in connection with the Trial Licence and which usage is subject to the conditions and restrictions set out in the Trial Terms (as defined below) below.

Trial Period: means i) if a Trial Limit is specified, the time period from Commencement Date until such Trial Limit has been reached but shall in no event and under no circumstances, unless otherwise agreed to between You and cap hpi in writing, exceed 3 (three) months, or ii) if no Trial Limit is specified or is specified as unlimited, 30 (thirty) days.

Trial Limit: means the usage limit as specified in the Product Schedule for which usage of the cap hpi Product(s) under the Trial Licence and/or the Trial Account is subject to.

Trial Licence: means a trial licence granted to You under these Terms of Conditions and under the Trial Terms below relating to a cap hpi Product(s) and/or Service(s) provided to You free of charge for the sole purpose of allowing You to make an evaluation usage of such cap hpi Product(s) and is subject to and effective only for the Trial Period.

17.1 Notwithstanding anything to the contrary in this Contract and these Terms and Conditions, and without prejudice to or limiting any other right or remedy cap hpi may have under this Contract and these Terms and Conditions, You acknowledge and agree that Your usage of a Trial Licence and associated Trial Account, if You were granted one, shall be subject to the following additional terms, conditions and restrictions set out in this Schedule 1 – Trial Licence ("**Trial Terms**"), and that to the extent of any conflict between the Trial Terms and any other provision of the Contract and/or Terms and Conditions exist, the Trial Terms shall govern, prevail, and supersede.

17.2 cap hpi grants to You for the Trial Period a non-exclusive, personal, non-transferable Trial Licence to use the cap hpi Product(s) in the form in which they were provided to You in accordance with the User Instructions and subject to the restrictions set out in the Product Schedule for the sole purpose of making an evaluation of the relevant cap hpi Product(s).

17.3 Without prejudice and in addition to the foregoing, cap hpi may at its sole and absolute discretion, terminate the Trial Licence and/or Trial Account and remove or stop Your usage of the Trial Account and/or stop the supply of cap hpi Product(s) granted thereunder at any time, and You acknowledge and agree that cap hpi shall have no obligations or liability to you whatsoever, contractual or otherwise, should it choose to do so.

17.4 Without limiting the generality of these Terms and Conditions, and without prejudice or waiver to any other obligations You may have upon termination, You acknowledge and agree that upon the termination and/or expiry of the Trial Licence and/or Trial Account however effected, Conditions 14.9 and 14.10 above shall apply to You and You shall abide by the obligations set out therein.

17.5 You agree and understand that the cap hpi Product(s) and/or Service(s) provided under the Trial Licence ("**Trial Products**"), being provided free of charge for the Trial Period to enable You to make evaluations, shall bear no warranty and/or guarantees of whatsoever nature and is provided on a "as-is" basis. cap hpi hereby disclaims all liability to the fullest extent permitted by law regarding the supply of any Trial Products and makes no representations or warranties as to the fitness, quality, or suitability of such Trial Products. Furthermore, cap hpi shall have no liability whatsoever, and You shall have no right of action against cap hpi, in contract or otherwise, regarding any subject matter in relation to, in connection with, or arising out of the Trial Licence and/or Trial Account and/or any Trial Products supplied thereunder. You acknowledge and agree that given the free provision of Trial Products, the forgoing is a reasonable apportionment of risk.

17.6 Notwithstanding Condition 17.5 above, cap hpi does not exclude its liability for fraud or for death or personal injury caused by its negligence in relation to or in connection with its supply of Trial Products.

17.7 You agree You shall be liable for any damages or harm caused to cap hpi that directly or indirectly arising out of, in relation to, resulting from, or in connection with Your access to and usage of the Trial Products and/or Trial Account and agree to indemnify cap hpi against any and all costs, expenses, losses, damages or liabilities of whatsoever nature that directly or indirectly arising out of, resulting from, in relation to, or in connection with Your access to and usage of the Trial Products and/or Trial Account.

17.8 You understand and agree that based on the fact that the Trial Licence, the Trial Account, and the Trial Products are provided to You free of charge, the provisions of this Condition 17 is entirely reasonable as to its apportionment of risk. You further understand and agree that each and every provision of this Condition 17 are severable for the purposes of Condition 16.7.

SCHEDULE 2 – Warranty Schedule

18 The following term(s) shall have the following meaning(s):

Maximum Warranty Limit: means £50,000 (fifty thousand) Pound Sterling or such other sum as may be notified by cap hpi from time to time;

Warranty Limit: means the limit of Our liability in respect of the Warranty (the term as defined in Condition 18.2 below) relating to cap hpi Services as set out and agreed to in the Contract or as selected by You each time You make a hpi check, but always subject to the Maximum Warranty Limit. In any event, the Warranty Limit may not exceed £12,000 (twelve-thousand) Pound Sterling in respect of any hpi check unless You have provided both the Vehicle Identification Number ("VIN") and the Vehicle Registration Mark ("VRM") at the time You ordered the hpi check. Unless a specific Warranty Limit has been expressly agreed to in the Contract, the Warranty Limit will be deemed to be £nil (zero) Pound Sterling;

18.1 You agree and acknowledge that the following warranty given in this Schedule 2 – Warranty Schedule in relation to cap hpi Services (the **"Warranty"** as defined below) does not apply to You or come into force automatically, and as a pre-condition to enjoying the benefits and coverages of the Warranty You must make an application for Your account to be set up with the Warranty, pay the applicable extra fees relating to the Warranty, and receive written confirmation from Us that the Warranty application has been approved. Until such time as confirmation for the approval of the Warranty application is received by You in writing, confirming that Your Warranty is in place and in force, no warranty from cap hpi of whatsoever nature will be in force and no claims under the Warranty will be considered by cap hpi.

18.2 Subject to Condition 18.3 below and the exclusions of liability set out in conditions 18.7 below and the exclusion and limitation of liability set out in Condition 11 generally, We warrant that any data or other information We supplied to You in the course of providing, and only in relation to, the cap hpi Services is true, accurate and complete at the time We supply it to You and that We shall use reasonable care and skill in providing the cap hpi Services to You (the **"Warranty"**).

18.3 Our liability in respect of the Warranty and any cause of action arising out of or in connection therewith (whether for breach of contract, in negligence or any other tort, under statutory duty, or otherwise at all) shall in no circumstances exceed the Warranty Limit. If at any time you owe us funds or monies or there are overdue and/or unpaid charges or invoices then the Warranty shall be void.

You warrant and represent that to the extent You have incurred any Losses (as defined below) which are or may be recoverable under the Warranty, You have taken all reasonable precautions to avoid such Losses and have taken all reasonable steps to mitigate such Losses, and that you shall provide evidence of the same to cap hpi upon request and failure to do would void the Warranty.

18.4 In the event of a claim under the Warranty, "Loss" shall be determined as follows:

18.4.1 where the Vehicle is subject to a total loss claim which was not recorded on the Vehicle Condition Alert Register at the time of Your hpi check, the difference between the lower of Trade Value or value paid and the higher of actual sale value of the Vehicle (as determined through sale at auction or otherwise) or 50% of the Trade Value of the Vehicle; or, at Our sole option and discretion, We may arrange for an independent assessment of the Vehicle's current trade value in the light of the total loss claim ("Actual Value") to be undertaken and You will be entitled to recover as Loss the difference between the Actual Value and the Trade Value, subject to the Warranty Limit.

18.4.2 in the event of a failure by You or Your purchaser to acquire good title to the Vehicle as a result of inaccurate or incomplete information supplied by Us in the hpi check, at Our sole option and discretion, either:

18.4.2.1 the lower of the Vehicle's final sale value or Trade Value at the time of sale; or
18.4.2.2 a sum necessarily paid or payable to acquire good title to the Vehicle.

18.4.3 if a Vehicle is recorded on Our Condition Inspected Register, You cannot make a claim under the Warranty based on any deemed reduction in the value of that Vehicle as a result of that Vehicle being included on that Register, or its prior inclusion on the Vehicle Condition Alert Register, or arising from any event that resulted in that Vehicle being included on either of these Registers, and in such circumstances Your Loss is £nil (zero);

18.5 We reserve the right to inspect any Vehicle which becomes the subject of a claim under the Warranty, at Our own cost, and Our decision on mileage and/or condition of the Vehicle is final.

18.6 Our liability in respect of Condition 18.4.2 above is limited to 90% of the Loss calculated above, subject to the Warranty Limit.

18.7 In relation to the Warranty and cap hpi Services, We shall not be liable for and the Warranty is void against any loss You suffer arising out of, in respect of, in connection to, or in relation to:

18.7.1 any information contained in any of the following registers, products, or services:

18.7.1.1 National Mileage Register; or
18.7.1.2 Valuations service(s); or
18.7.1.3 Security Watch Register; or
18.7.1.4 any MOT or MOT test information or data We provide; or
18.7.1.5 any descriptive information We provide; or
18.7.1.6 any information contained within or omitted from Our Specification “Spec Check” register.

18.7.1.7 any information contained within the Cesar register of construction and agricultural machines unless You have also purchased the specific Cesar Check, whether or not the hpi check indicates that additional information may be recorded or available on the Cesar database.

18.7.2 any entry (other than a "clear" result) on one or other of the Main Registers or the Plate Transfer Register revealed by Your hpi check in relation to a Vehicle (except as provided in Condition 18.7.18);

18.7.3 any hpi check You conduct after buying the Vehicle;

18.7.4 any event which occurred in relation to a Vehicle after the time of Your hpi check;

18.7.5 any Vehicle acquired outside Great Britain or not registered in Great Britain at the time of the hpi check (for example if You sourced the Vehicle from elsewhere in Europe) or in respect of which no vehicle data is supplied to Us by the DVLA, or any event which occurred prior to the first registration of any Vehicle in Great Britain or during any period when the Vehicle ceased to be registered in Great Britain and in each case whether or not the hpi check result displays an import marker;

18.7.6 any Vehicle which was not purchased by You in the ordinary course of Your business;

18.7.7 any Vehicle which was paid for in part or in full by cash or purchased at 30% or more below CAP value, which is defined as either CAP retail value or CAP trade value as determined at our absolute and sole discretion;

18.7.8 any Vehicle which was acquired from a person who is not a member of the motor trade and not the keeper of the Vehicle identified in the vehicle registration document (V5);

18.7.9 any Vehicle which You have sold (without having obtained Our prior written permission) after the time where You became aware of the possibility of an interest on one of Our Main Registers;

18.7.10 any claim where You had prior actual knowledge or ought to have knowledge of any information which ought to have been present as an entry on one or the other registers of the Main Registers, or which involves any other fraudulent action and/or false claims on Your part;

18.7.11 any hpi check where You provide a vehicle identification number which does not correspond with the stated vehicle registration mark;

18.7.12 any hpi check in respect of which We have not received payment, or where monies and/or Fees have not been paid in accordance with the terms of any credit facilities We agree with You as set out in the Contract or in these Terms and Conditions;

18.7.13 any hpi check carried out for You after Your Contract with Us has ceased for whatever reason;

18.7.14 any hpi check where You supplied Us with incorrect, inaccurate, or incomplete information;

18.7.15 any claim where You do not co-operate fully with us, Our agents, fraud investigators, or the police in regards to the investigation of that claim;

18.7.16 any claim where You supplied Us with incorrect, inaccurate, or incomplete information;

18.7.17 any hpi check where one or more interests are shown as registered on one or more of the registers of the Main Registers, except that the Warranty shall apply in the following cases:

18.7.17.1 if an interest is recorded on the Outstanding Finance Register or Vehicle Condition Alert Register and the other two Main Registers are clear, the Warranty will apply other than in respect of that recorded interest. If We subsequently establish that the interest was not or is no longer valid, the Warranty will extend to apply also in respect of that interest;
18.7.17.2 if an interest is registered only on one or both of the Stolen Vehicles Register or Security Watch Register, the Warranty will not apply at all unless it is subsequently established by cap hpi that all such interests were not valid at the time they were made or are no longer valid, in which event the Warranty will apply in respect of each of the Main Registers including that interest;
18.7.17.3 the provisions of Conditions 18.17.18.1 and 18.7.18.2 above also apply to the Vehicle in respect of all its previous registration marks in the case of a recorded interest on the Plate Transfer Register;

18.7.18 any claim where You should, by virtue of the nature of Your business, have had access to the Vehicle and vehicle registration document (V5), except where there is corroboration between all information included in the V5 and the Vehicle itself in respect of the manufacturer, model, date of first registration, colour, engine size, transmission, fuel type and door plan;

18.7.19 any claim unless You have recorded (and provide to Us upon request) details of the identity of the seller of the Vehicle, together with sufficient evidence of purchase and payment for the Vehicle, and maintained a proper stock book;

18.7.20 any claim unless You co-operate fully with Us and any claims administrators We appoint in connection with that claim;

18.7.21 any claim unless at the time You ordered the hpi check You were in possession of a valid motor traders' insurance policy;

18.7.22 any claim in relation to a Vehicle that has been written off as a total loss for insurance purposes unless You are able to demonstrate to cap hpi's reasonable satisfaction and provide evidence that You have taken all reasonable precautions and exercised all due diligence (as those expressions are construed in connection with the 2008 Consumer Protection from Unfair Trading Regulations) to identify total loss Vehicles and have duly recorded this process in an appropriate manner;

18.7.23 any vehicle where You have not had access to a full V5 and not verified that the seller is the legal keeper of the vehicle;

18.7.24 any claim where You have already made a claim hereunder in relation to the same Vehicle (whether in relation to the same or a separate hpi check);

18.7.25 any claim in relation to a Vehicle where any loss arises from a fraudulent transaction which prevents good title being passed from the vendor;

18.7.26 any claim unless You have made reasonable efforts to contact the vendor of the Vehicle (either by telephone, or if a dealer purchase, by visiting the premises) to resolve the issue and recover the loss and providing cap hpi evidence of the same, unless expressly requested not to do so by the Police. We reserve the right to withhold settlement of any claims until all such reasonable efforts have been taken;

18.7.27 any claim relating to vehicles for which cap hpi does not cover against cloning. If the vehicle You are purchasing is excluded from cover against cloning You should use extra care when purchasing and ensure You are confident the vehicle is genuine, Vehicles currently not covered against cloning are:

i) All Motor Homes, as classified in floor plan type according to Our records;

ii) All twin cab commercial pick up vehicles;

ii) If You are unsure if Your vehicle is covered against cloning please contact cap hpi before proceeding with the purchase;

18.7.28 any data inaccurately or incompletely supplied via a Third Party System;

18.7.29 any vehicle not registered on the “Vehicle Condition Alert Register” if the nature of Your business is in or relates to “vehicle salvage” or “parts”;

18.7.30 any vehicle purchased in a damaged state;

18.7.31 where You have purchased a Cesar Check, cap hpi will use reasonable care to ensure data is presented in a fair and accurate manner but does not accept any liability for any untrue, incomplete or inaccurate data recorded in the Cesar database.

SCHEDULE 3 – Data Protection Schedule

The terms "**personal data**", "**controller**", "**processor**", "**processing**", "**data subject**", shall have the meanings ascribed to them under the European Data Protection Directive (95/46/EC) or the Regulation (defined below), as applicable.

"cap hpi Data Retention Policy" means the data retention policy in relation to Controller Products set out at Annex A below as updated by cap hpi from time to time (the most up-to-date version could be found at www.cap-hpi.com);

"Controller Products" means the products listed under Annex B below (controller products data processing particulars) for which cap hpi is the controller with respect to the personal data processing involved.

"Customer" means You.

"**Customer Personal Data**" means all personal data in whatever form or medium which is (i) supplied, or in respect of which access is granted, to cap hpi in its capacity as processor whether by You in Your capacity as controller or otherwise in connection with the Processor Products under this Contract, or (ii) produced or generated by or on behalf of cap hpi in its capacity as processor in connection with the Processor Products under this Contract.

"**Data Protection Law**" means the Directives (as amended or replaced from time to time) and the Regulation (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data).

"Data Protection Schedule" means this data protection schedule.

"**Directives**" means the European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).

"**Regulation**" means, on and from 25 May 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as and when it becomes applicable.

"**Reportable Breach**" means any unauthorized or unlawful processing, disclosure of, or access to, Customer Personal Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Customer Personal Data.

"Processor Products" means the products listed under Annex C below (processor products data processing particulars) for which cap hpi is the processor with respect to the personal data processing involved and is processing such personal data under Your instructions as the controller.

"**Processing Service(s)**" means any service which cap hpi, in its capacity as processor, provides to You, in Your capacity as controller, for the purposes of, in connection with, or in relation to the Processor Products under this Contract that involves the processing of personal data.

"**Supervisory Authority**" means any EU competent data protection authority to whose jurisdiction the Customer is subject in relation to the Customer Personal Data and where cap hpi provides the Processing Services.

Controller Products

With respect to the Controller Products, the following provisions shall apply:

1. The Customer and cap hpi hereby acknowledge and agree that Annex B below (Controller Products Data Processing Particulars) is an accurate description of the data processing particulars with respect to Controller Products.

2. The Customer and cap hpi shall each process the personal data as set out in Annex B - Controller Products Data Processing Particulars. Each party acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Law. Notwithstanding the foregoing, the parties envisage that, in respect of the personal data involved, as between the Customer and cap hpi for the purposes of Controller Products under this Contract, both cap hpi and the Customer are each deemed to be the controller. Nothing within this Data Protection Schedule relieves each party of its own direct responsibilities and liabilities under Data Protection Law;

3. The Customer, acting as data controller in respect of the Controller Products, hereby warrants and represents:

3.1 that all processing of personal data as contemplated in Annex B - Controller Products Data Processing Particulars (**"Controller Products Personal Data"**) will be in compliance with all Data Protection Law, and that the processing of such personal data by cap hpi in accordance with this Contract will not breach Data Protection law;

3.2 that Controller Products Personal Data provided to cap hpi are accurate and will be updated to ensure continued accuracy as and when required;

3.3 that the Customer has notified data subjects of any applicable period for which Controller Products Personal Data or any element of it will be stored by cap hpi including, if applicable, as set out in the cap hpi Data Retention Policy in Annex A below, and that the Customer has the right to provide Controller Products Personal Data to cap hpi and has provided data subjects with all necessary information and data protection notices on or in connection with the collection of such Controller Products Personal Data from data subjects including, but not limited to, the supply of Controller Products Personal Data to cap hpi and details of the purposes and legitimate interests for which such Controller Products Personal Data will be processed by cap hpi including as set out in the cap hpi Data Retention Policy in Annex A below;

3.4 that with the exception of personal data as contemplated in the Controller Products Data Processing Particulars, the Customer agree not to provide cap hpi with any other personal data without first notifying cap hpi and signing with cap hpi separate written terms in relation thereof. Without limiting the generality of the forgoing, the Customer also warrants and represents i) that the Customer will not provide cap hpi with nor request cap hpi to process the types and categories of personal data listed, defined, or referenced to in Articles 8 - 10 of the Regulation (collectively "**High Risk Personal Data**"), and ii) that the Customer will not provide cap hpi with nor pass to cap hpi personal data for which cap hpi has no knowledge of, is unaware of, or which is not explicitly provided for under this Data Protection Schedule, and that where applicable, the Customer will not enter any personal data into free text fields embedded in relevant cap hpi Products and/or Services and will not incorporate any personal data into any attachments and/or images that are to be uploaded into cap hpi's system(s) from time to time;

3.5 that the Customer shall, and shall procure its employees, contractors, and/or agents to keep secure the login credentials used to access to the cap hpi Products and/or Services, and shall be liable for the access to the cap hpi Products and/or Services through such login credentials. The Customer further warrants that it shall promptly notify cap hpi of any unauthorised use of any login credentials, or other breach of security, including loss, theft or unauthorised disclosure of login credentials, and that the cap hpi Products and/or Services shall only be accessed in accordance with the licenced permissions as agreed by cap hpi, and Customer shall maintain a written, up-to-date list of current employees who use the cap hpi Products and/or Services and provide such list to cap hpi within 10 days of cap hpi's written request at any time; and

3.6 that the Customer shall at its own cost, and shall procure its employees, contractors, and/or agents to do or procure to be done all such further acts and things as may be reasonably necessary from time to time to ensure either party's compliance with Data Protection Law, including but not limited to, as applicable, the prompt installation of and/or the upgrading to the latest cap hpi release or versions of the relevant cap hpi Software or systems that are designed to be Data Protection Law compliant.

Processor Products

With respect to the Processor Products, the following provisions shall apply:

4. The Customer and cap hpi hereby agree that for the purposes of the Processor Products, cap hpi (and each permitted subcontractor) shall be a data processor.

5. The Customer and cap hpi hereby acknowledge and agree that Annex C below (Processor Products Data Processing Particulars) is an accurate description of the data processing particulars for the Processor Products as required to be set out by the Regulation.

6. cap hpi, acting as data processor, shall:

6.1 only process the Customer Personal Data as necessary to perform its obligations under this Contract and/or as required by laws applicable to it (provided that cap hpi first informs Customer of that legal requirement before processing unless that law prohibits this on important grounds of public interest);

6.2 ensure that all staff who have access to Customer Personal Data have committed themselves to appropriate obligations of confidentiality;

6.3 maintain all appropriate technical and organisational measures to ensure security of the Customer Personal Data. Such measures shall be compliant with cap hpi's applicable IT Security and/or Information Security policies.

6.4 assist, to the extent possible, Customer to fulfil its obligations in responding to requests for exercising of data subject rights set out in the Directives and Chapter III of the Regulation (Rights of the data subject);

6.5 not engage any other processor in relation to the Processing Services without the prior written authorisation of Customer, such authorisation not to be unreasonably withheld, or if applicable, not engage any other processor in relation to the Processing Services except in accordance with Customer's general written authorisation, under which cap hpi shall inform Customer of any proposed changes to processors and Customer shall have a veto right over the proposed changes. For the avoidance of doubt, cap hpi shall enter into a written contract with each sub-contractor containing obligations which are equivalent to those set out in this Clause 6;

6.6 not transfer any Customer Personal Data outside the European Economic Area (EEA) save as required to deliver the Processing Services and otherwise with the express prior written consent of Customer;

6.7 subject to reasonable access arrangements and save for disclosure of information which is confidential, commercially sensitive or privileged, permit Customer or a third-party auditor acting under Customer's direction, to conduct, at Customer's cost, data protection audits, assessments and inspections concerning cap hpi's data protection procedures relating to its compliance with this Clause 6. For the avoidance of any doubt, Customer's audit, access, and inspection rights under this clause is limited to cap hpi's documents and records only and does not apply to cap hpi's physical premises;

6.8 notify Customer as soon as reasonably practicable and in writing if it becomes aware of a Reportable Breach and provide Customer with assistance in responding to and mitigating it. cap hpi shall maintain a log of Reportable Breaches.

6.9 assist Customer in complying with Article 35 (Data protection impact assessment) and Article 36 (Prior consultation) of the Regulation in respect of any new type of processing proposed, in accordance with Data Protection Law;

6.10 save as to where required by law, on termination or expiry of this Contract however made and for any reason, either destroy all Customer Personal Data or transfer it to Customer or a nominated third party (in a mutually agreed format and by a mutually agreed method);

7. The Customer, acting as data controller in respect of the Processor Products, hereby warrants and represents:

7.1 that all processing of Customer Personal Data will be in compliance with all Data Protection Law, and that the processing of the Customer Personal Data by cap hpi in accordance with this Contract will not breach Data Protection law;

7.2 that Customer Personal Data provided to cap hpi are accurate and will be updated to ensure continued accuracy as and when required;

7.3 that it has notified data subjects of any applicable period for which Customer Personal Data or any element of Customer Personal Data will be stored by cap hpi, and that the Customer has the right to provide Customer Personal Data to cap hpi and has provided data subjects with all necessary information and data protection notices on or in connection with the collection of such Customer Personal Data from data subjects including, but not limited to, the supply of Customer Personal Data to cap hpi;

7.4 that with the exception of personal data as contemplated in the Processor Products Data Processing Particulars, the Customer agree not to provide cap hpi with any other personal data without first notifying cap hpi and signing with cap hpi separate written terms in relation thereof. Without limiting the generality of the forgoing, the Customer also warrants and represents i) that the Customer will not provide cap hpi with nor request cap hpi to process the types and categories of personal data listed, defined, or referenced to in Articles 8 - 10 of the Regulation (collectively "**High Risk Personal Data**"), and ii) that the Customer will not provide cap hpi with nor pass to cap hpi personal data for which cap hpi has no knowledge of, is unaware of, or which is not explicitly provided for under this Contract, and that where applicable, the Customer will not enter any personal data into free text fields embedded in relevant cap hpi Products and/or Services and will not incorporate any personal data into any attachments and/or images that are to be uploaded into cap hpi's system(s) from time to time;

7.5 that the Customer shall, and shall procure its employees, contractors, and/or agents to keep secure the login credentials used to access to the cap hpi Products and/or Services, and shall be liable for the access to the cap hpi Products and/or Services through such login credentials. The Customer further warrants that it shall promptly notify cap hpi of any unauthorised use of any login credentials, or other breach of security, including loss, theft or unauthorised disclosure of login credentials, and that the cap hpi Products and/or Services shall only be accessed in accordance

with the licenced permissions as agreed by cap hpi, and Customer shall maintain a written, up-to-date list of current employees who use the cap hpi Products and/or Services and provide such list to cap hpi within 10 days of cap hpi's written request at any time; and

7.6 that the Customer shall at its own cost, and shall procure its employees, contractors, and/or agents to do or procure to be done all such further acts and things as may be reasonably necessary from time to time to ensure either party's compliance with Data Protection Law, including but not limited to, as applicable, the prompt installation of and/or the upgrading to the latest cap hpi release or versions of the relevant cap hpi Software or systems that are designed to be Data Protection Law compliant.

8. The Customer acknowledges that cap hpi is reliant on the Customer for instructions as to the extent to which cap hpi is entitled to use and process the Customer Personal Data. Consequently, cap hpi will not be liable for and the Customer shall, immediately on demand, fully indemnify cap hpi and keep cap hpi fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses, loss or corruption of data, loss of reputation, goodwill and profits), actions, proceedings and liabilities of whatsoever nature incurred by cap hpi or for which cap hpi may become liable due to any claim brought by a data subject or Supervisory Authority arising from any action or omission by cap hpi, to the extent that such action or omission resulted from the Customer's instructions.

General

The following provisions shall apply in respect of both Controller Products and Processor Products and in respect of all data processing activities and data protection relationships between cap hpi and Customer:

9. The Customer warrants and represents that it shall not breach Data Protection Law, and shall not, whether by act or omission, cause cap hpi to breach any of its obligations under Data Protection Law. The Customer further warrants and represents that it shall comply with the obligations set out in this Data Protection Schedule.

10. The Customer shall, immediately on demand, fully indemnify cap hpi and keep cap hpi fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses, loss or corruption of data, loss of reputation, goodwill and profits), actions, proceedings and liabilities of whatsoever nature arising from or incurred by cap hpi or its affiliates in connection with or in relation to any failure of the Customer or any third party appointed by the Customer to comply with any of the provisions of this Data Protection Schedule and/or Data Protection Law.

11. To the extent of any conflict exists between this Data Protection Schedule and any other parts of the Contract, this Data Protection Schedule shall prevail, govern, and supersede. This Data Protection Schedule and the obligations hereunder shall survive the termination or expiry of the Contract however arising or effected.

12. Notwithstanding anything to the contrary in the Contract, cap hpi's aggregate liability to Customer under this Data Protection Schedule and in relation to all of cap hpi's data protection obligations under Data Protection Law shall be limited to and shall not exceed 100% of the fees paid by the Customer in a Contract Year for each such Contract Year and shall in no event exceed, in aggregate and for the entire duration of the Contract and thereafter, 200% of the fees paid by the Customer in the Contract Year in which the lowest fees were ever paid. For the purposes of this Clause "Contract Year" shall mean each period of 12 months following on from the Commencement Date of this Contract or its anniversary and shall include such 12-month periods that continue after the termination or expiry of this Contract.

13. Subject to Clause 12, to the extent that the either party (the **Claiming Party**) has an entitlement under Data Protection Law to claim from the other party (the **Compensating Party**) compensation paid by the Claiming Party to a data subject as a result of a breach of Data Protection Law to which the Compensating Party contributed, the Compensating Party shall be liable only for such amount as it directly relates to its responsibility for any damage caused to the relevant data subject. For the avoidance of doubt the Compensating Party shall only be liable to make payment to the Claiming Party under this Clause 13 upon receipt of evidence from the Claiming Party, to the Compensating Party's reasonable satisfaction, that clearly demonstrates the Compensating Party:

13.1 where cap hpi is the Compensating Party only, that cap hpi has acted outside of the instructions of the Customer; and
13.2 has breached Data Protection Law; and
13.3 that such breach contributed (in part or in full) to the harm caused and entitling the relevant data subject to receive compensation in accordance with Data Protection Law; and
13.4 the proportion of responsibility for the harm caused to the relevant data subject which is attributable to the Compensating Party.
13.5 If the parties fail to agree in accordance with this Clause 13 then the parties shall resolve the dispute as per the dispute resolution mechanism (if any) as stipulated in the Contract.

Information cap hpi collects and processes about You

14. You acknowledge that cap hpi collects and processes personal data about You and/or Your employees, staff, or personnel ("Your Personal Data") in the normal course of business for the purposes of providing You cap hpi Products and/or Services and for fulfilling cap hpi's obligations under the Contract and for pursing its other legitimate interests. For example, cap hpi collects and processes Your Personal Data for the purposes of providing and conducting

customer service, customer support, technical support, billing and payment services, financial audit and record keeping, and marketing of similar products or services among other things. cap hpi is the controller in respect of Your Personal Data it collects and processes.

In addition, and without limiting the generality of the foregoing, We obtain and hold vehicle, asset, and related data from many sources and use this data for the legitimate interest(s) of protecting those utilising Our Services or products and the owners or keepers of vehicles on the cap hpi registers and for the legitimate interest(s) of preventing vehicle related fraud and crime (in cooperation with public authorities such as the police). Accordingly, based on the aforementioned legitimate interest(s), We may be disclosing from time to time relevant information about You collected by Us including but not limited to Your name, address and details of Your usage of Our Services or products and any parts of Your Personal Data to any person or public authority to whom We reasonably consider that it would be expedient to do so for the purposes of preventing, detecting or discouraging fraud or crime, apprehending or prosecuting offenders or offences, and recovering stolen vehicles or other assets or property. In particular, and without limiting the generality of foregoing, We may be disclosing from time to time any such information about You to i) a person claiming to be the owner of the Vehicle against which You have requested cap hpi Services or NMR Services, or ii) the police or other law enforcement or public authorities.

For more information on how We collect, store, process, share, and retain Your Personal Data, please see the cap hpi privacy notice at www.cap-hpi.com and as updated by Us from time to time (**"Privacy Notice"**). By agreeing to this Contract or by using the cap hpi Products and/or Services, or by being a customer of cap hpi, You acknowledge that You have read and understood the Privacy Notice.

ANNEX A - cap hpi DATA RETENTION POLICY

cap hpi proactively deletes personal data at the end of the relevant data retention period as set out below unless personal data is required to be retained for a longer period under applicable law or at the request of a court or regulatory body. This data retention policy may be updated by cap hpi from time to time, the most up-to-date version could be found at www.cap-hpi.com.

The data retention periods are as follows:

Personal Data	Retention Period	Reason for Retention
Vehicle Registration Marks ("VRM") and Vehicle Identification Number ("VIN")	VRM: until 100 years after the VRM is no longer registered and/or active. VIN: until 100 years after the vehicle to which the VIN relates to is either registered as scrapped by the DVLA or is known to cap hpi as being scrapped (whichever shall be the later).	To perform cap hpi's obligations under the Contract with its Customers and to provide vehicle valuation and provenance check services; to provide warranty related information; for fraud prevention and related services such as to prevent vehicle cloning and such as for inclusion in the scrapped vehicle registry; for inclusion in relevant management information and statistical reports; for product development and product enhancement purposes; to provide to third parties including public authorities for crime prevention and fraud prevention purposes.
Personal data contained in warranty claims supporting documentation (excluding VRM/VIN)	Until 7 years after the warranty claims is closed and/or settled.	For purposes of processing, establishing, proving, and settling the warranty claim and for legal and/or financial record keeping and auditing purposes.
Personal data relating to Customer or Customer staff and personnel	Until 7 years after the termination of the Contract.	To perform cap hpi's contractual obligations and to deliver its products and services in accordance with this Contract and to keep an audit trail/record for financial/audit record keeping purposes in accordance with relevant financial or other record keeping legislations.

ANNEX B – CONTROLLER PRODUCTS DATA PROCESSING PARTICULARS

Product	Subject matter of processing	Duration of processing	Nature of processing	Purpose of processing	Type of personal data	Categories of data subjects
cap hpi Products and/or Services; hpi check; any vehicle valuation and/or provenance check and/or information services (for Customers in the retail sales, OEM, finance, fleet, and consumer sectors, etc.)	*Customers provide cap hpi VRM and/or VIN, and with this input data cap hpi provides back a valuation and/or provenance check and/or mileage investigation service of the vehicle relating to the VRM/VIN.* *cap hpi also captures personal data relating to the Customer and/or Customer's employees, staff, and personnel, and processes this data for the purposes of fulfilling cap hpi's obligations under the Contract and to provide the cap hpi Products and/or Services.*	*Being the data controller, cap hpi will process and retain the personal data as per the cap hpi Data Retention Policy and until when the legitimate interests cap hpi has in processing such personal data no longer exist.*	*Customers provide cap hpi VRM and/or VIN, and with this input data cap hpi provides back a valuation and/or provenance check service of the vehicle relating to the VRM/VIN.* *cap hpi also captures personal data relating to the Customer and/or Customer's employees, staff, and personnel, and processes this data for the purposes of fulfilling cap hpi's obligations under the Contract and to provide the cap hpi Products and/or Services.*	*To provide cap hpi Customers with vehicle valuation and provenance check services; to fulfil cap hpi's obligations under the Contract; to prevent vehicle related fraud; to cooperate with public authorities in respect of vehicle related crime prevention and detection; to provide warranty services; to include in management information and statistical reports/analysis; for product development and enhancement purposes; to keep an audit trail/record for financial/audit record keeping purposes in accordance with relevant financial or other record keeping legislations, etc.*	*Vehicle Registration Mark ("VRM"); Vehicle Identification Number ("VIN"); Customer or Customer staff and personnel contact information.*	*Vehicle keepers; Customer staff and personnel*
Warranty claims	*Customers in some cases purchase data accuracy warranties from cap hpi, and Customers can submit a claim under the relevant warranty if the data cap hpi have supplied are inaccurate and as a result they suffered a loss. To establish the genuineness of a claim and the loss, cap hpi require certain supporting documentation related to the claim, some of which containing personal data, to be submitted and processed for the purposes of warranty claims processing.*	*Being the data controller, cap hpi will process and retain the personal data as per the cap hpi Data Retention Policy and until when the legitimate interests cap hpi has in processing such personal data no longer exist.*	*Customers in some cases purchase data accuracy warranties from cap hpi, and Customers can submit a claim under the relevant warranty if the data cap hpi have supplied are inaccurate and as a result they suffered a loss. To establish the genuineness of a claim and the loss, cap hpi require certain supporting documentation related to the claim, some of which containing personal data, to be submitted and processed for the purposes of warranty claims processing.*	*For cap hpi's purpose of processing warranty claims and for the related record keeping and auditing purposes.*	*VRM; VIN; personal contact information, proof of payment, and payment, financial, and/ or transaction details of various parties.*	*Various including: vehicle keepers, buyers, sellers, dealers, witnesses, etc.*
NMR Services	*Upon Customer's request, cap hpi conducts a mileage investigation on a vehicle that is suspected to have its odometer tempered with. Customer passes to cap hpi for processing the VRM and/or VIN of the vehicle it wishes to have the mileage investigation conducted against.*	*Being the data controller, cap hpi will process and retain the personal data as per the cap hpi Data Retention Policy and until when the legitimate interests cap hpi has in processing such personal data no longer exist.*	*Upon Customer's request, cap hpi conducts a mileage investigation on a vehicle that is suspected to have its odometer tempered with. Customer passes to cap hpi for processing the VRM and/or VIN of the vehicle it wishes to have the mileage investigation conducted against.*	*For National Mileage Register ("NMR") mileage investigation purposes and for providing Customers with mileage investigation services; to prevent vehicle related fraud and crime.*	*VRM; VIN;*	*Vehicle keepers; vehicle vendors or purchasers; staff and personnel of garages, service centers, or insurance companies.*
OEM Total Cost of Ownership web application	*cap hpi provides a web application embedded in OEM Customer websites in which we obtain VRM/VIN data from OEM Customers and provide a Total Cost of Ownership calculation to OEM Customer's customers/consumers based on such VRM/VIN provided.*	*Being the data controller, cap hpi will process and retain the personal data as per the cap hpi Data Retention Policy and until when the legitimate interests cap hpi has in processing such personal data no longer exist.*	*cap hpi provides a web application embedded in OEM Customer websites in which we obtain VRM/VIN data from OEM Customers and provide a Total Cost of Ownership calculation to OEM Customer's customers/consumers based on such VRM/VIN provided.*	*Bespoke service provided to OEM Customer to provide Total Cost of Ownership calculations for their customers.*	*VRM; VIN*	*Vehicle keepers*
Keeper change inquiry/Data cleanse service	*Dealership and/or trade Customers provide cap hpi a list of VRM and/or VIN for which they would like to enquire whether there has been a recent keeper change with respect to such VRM/VIN. cap hpi provides back in response a binary list that states a "YES/NO" as to a recent keeper change. No*	*Being the data controller, cap hpi will process and retain the personal data as per the cap hpi Data Retention Policy and until when the legitimate interests cap hpi has in processing such*	*Dealership and/or trade Customers provide cap hpi a list of VRM and/or VIN for which they would like to enquire whether there has been a recent keeper change with respect to such VRM/VIN. cap hpi provides back in response a binary list that states a "YES/NO" as to a recent keeper change. No personal data other than*	*To provide binary information to trader and dealership Customers as to whether there has been a recent keeper change relating vehicles they had previously sold or serviced.*	*VRM; VIN*	*Vehicle keepers*

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	personal data other than VRM/VIN is processed by cap hpi and cap hpi does not have any personal data about the keepers relating to the VRM/VIN.	*personal data no longer exist.*	*VRM/VIN is processed by cap hpi and cap hpi does not have any personal data about the keepers relating to the VRM/VIN.*			
Monitor & React	*Finance and Fleet sector Customers provide cap hpi details of VRM and/or VIN of a vehicle and details of car loan agreements (including agreement reference number, term and type of loan) and ask cap hpi to monitor for them any status changes (i.e. addition of a new finance interest, written off vehicle, stolen status) on the vehicle. If there has been a change in the asset/vehicle status then cap hpi will notify the Customer.*	*Being the data controller, cap hpi will process and retain the personal data as per the cap hpi Data Retention Policy and until when the legitimate interests cap hpi has in processing such personal data no longer exist.*	*Finance and Fleet sector Customers provide cap hpi details of VRM and/or VIN of a vehicle and details of car loan agreements (including agreement reference number, term and type of loan) and ask cap hpi to monitor for them any status changes (i.e. addition of a new finance interest, written off vehicle, stolen status) on the vehicle. If there has been a change in the asset/vehicle status then cap hpi will notify the Customer.*	*To allow finance and fleet sector Customers to monitor and be updated about the status of the assets and vehicles that they have a registered financial interest and/or security/lien against.*	*VRM; VIN*	*Vehicle keepers*
Vehicle monitor	*Customers provide cap hpi a list of VRM and/or VIN and ask cap hpi to monitor for them any status change relating to the ownership (binary info), financing, mileage, write-off conditions, general conditions, etc. of the vehicles relating to such VRM/VIN. If there has been a change in the relevant status of the vehicle, then cap hpi will notify the Customer.*	*Being the data controller, cap hpi will process and retain the personal data as per the cap hpi Data Retention Policy and until when the legitimate interests cap hpi has in processing such personal data no longer exist.*	*Customers provide cap hpi a list of VRM and/or VIN and ask cap hpi to monitor for them any status change relating to the ownership (binary info), financing, mileage, write-off conditions, general conditions, etc. of the vehicles relating to such VRM/VIN. If there has been a change in the relevant status of the vehicle, then cap hpi will notify the Customer.*	*To allow Customers to monitor and be updated about the general status of the vehicles that they have a commercial interest in.*	*VRM; VIN*	*Vehicle keepers*

ANNEX C – PROCESSOR PRODUCTS DATA PROCESSING PARTICULARS

Product	Subject matter of processing	Duration of processing	Nature of processing	Purpose of processing	Type of personal data	Categories of data subjects
Keeper Inquiry Service	*cap hpi requests keeper contact information relating to a VRM/VIN from the DVLA on behalf of a Finance Sector Customer (usually a finance house, insurer, solicitor, debt recovery agencies in this case), and pass this information onto the Customer.*	*For the duration of the relevant Processing Service(s) or until personal data is no longer required by cap hpi to perform its obligations under the Contract (including for auditing and transaction record keeping purposes) as cap hpi may reasonably determine from time to time*	*Upon Customer's request and instruction of a Keeper Inquiry, Customer passes to cap hpi the VRM/VIN. cap hpi then requests keeper contact information from the DVLA relating to that VRM/VIN and then passes that keeper contact information to the Customer.*	*To enable Customers to conduct its own due diligence with respect to finance interests registered against a vehicle.*	*Vehicle keeper contact information*	*Vehicle keepers*
Car chooser	*cap hpi provides to fleet Customers a platform for them to capture driver vehicle preferences. Customer manages and controls all aspects of personal data processing on this platform at all times.*	*For the duration of the relevant Processing Service(s) or until personal data is no longer required by cap hpi to perform its obligations under the Contract (including for auditing and transaction record keeping purposes) as cap hpi may reasonably determine from time to time.*	*cap hpi provides to fleet Customers a platform for them to capture driver vehicle preferences. Customer manages and controls all aspects of personal data processing on this platform at all times and has capability to delete or amend personal data as it wishes.*	*Bespoke platform service provided to fleet Customer to enhance their fleet management.*	*Customer employee / driver contact information*	*Customer employee / drivers*
Consumer appraisal app	*cap hpi builds and operates a bespoke mobile app platform for Customer partners. On the Customer partner's instructions, cap hpi collects and processes VRM and VIN in the mobile app and provides vehicle appraisal services to the Customer's customers/consumers. Also on the Customer's instructions, cap hpi collects consumer contact information in the mobile app and pass it onto the Customer.*	*For the duration of the relevant Processing Service(s) or until personal data is no longer required by cap hpi to perform its obligations under the Contract (including for auditing and transaction record keeping purposes) as cap hpi may reasonably determine from time to time.*	*cap hpi builds and operates a bespoke mobile app platform for Customer partners. On the Customer partner's instructions, cap hpi collects and processes VRM and VIN in the mobile app and provides vehicle appraisal services to the Customer's customers/consumers. Also on the Customer's instructions, cap hpi collects consumer contact information in the mobile app and pass it onto the Customer.*	*Bespoke mobile app platform provided to Customers to allow them to provide vehicle appraisal services to their customers/consumer s.*	*Consumer contact information*	*Vehicle keepers and/or consumers*
Dealer appraisal app	*cap hpi's own branded tablet based application which is used by dealer Customers to to capture vehicle appraisal and condition details when a vehicle is brought in for sale or part exchange.*	*For the duration of the relevant Processing Service(s) or until personal data is no longer required by cap hpi to perform its obligations under the Contract (including for auditing and transaction record keeping purposes) as cap hpi may reasonably determine from time to time.*	*cap hpi's own branded tablet based application which is used by dealer Customers to capture vehicle appraisal and condition details when a vehicle is brought in for sale or part exchange.*	*Bespoke mobile app platform provided to dealer Customers to allow them to provide vehicle appraisal services in relations to vehicle sales or part exchange.*	*Consumer contact information*	*Vehicle keepers and/or consumers*