



# Terms of Use

## Tootle

**Last Updated:** 27th July 2021

### Tootle

Zype TV Ltd t/a Tootle, part of the CitNOW Group, registered in England.

9 Millars Brook, Molly Millars Lane, Wokingham, RG41 2AD

+44 (0)118 4662126 | [help@tootle.co.uk](mailto:help@tootle.co.uk) | [www.tootle.co.uk](http://www.tootle.co.uk)

## Introduction

Tootle, part of the CitNOW Group, provides a frictionless online appraisal process service between the seller of a vehicle (Consumer) and the Dealership of whom wish to potentially purchase the vehicle. The Service is provided as an end-to-end service between the Consumer and the Dealership.

As a Consumer, Your access to and use of the Services are conditional upon Your continuous compliance with these Terms of Use at all times. By using the Services, you agree to be bound by these Terms of Use and all rules, guidelines, policies, terms and conditions applicable to You by Tootle, as may be amended by Tootle from time to time.

For the avoidance of doubt, Use of these services will be dependent on You creating a username, password and Vehicle Profile and conforming to these Terms of Use.

## Interpretation

The following words and expressions shall have the following meanings:

- **Consumer:** the individual, company or organisation, the current owner of the vehicle, or an individual acting on behalf of a company or a group company of whom wishes to sell the vehicle in question through the Service and is registered through the website. Also referred to as "You", "Your", "User".
- **Consumer Content:** all information (in all current and future formats) created by a Consumer and submitted to the Dealership via the Services including, without limitation, photographs, messages, videos, comments, reviews, profiles, and documents.
- **Dealership:** an automotive company or organisation subscribed to use the Service as a Dealership User for the purpose of purchasing Consumer vehicles.
- **Intellectual Property Rights:** copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.

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- **Notice:** shall, for the avoidance of doubt, include email as a means of communication.
- **Offer:** a non-binding offer, by a Dealership, to purchase the Consumer's vehicle.
- **Purchase Price:** the price that the Dealership will Offer to the Consumer to purchase their vehicle.
- **Registration Checks:** basic registration checks conducted by Tootle.
- **Services:** the services made available by Tootle to the User to facilitate the Dealership's Offer on a Consumer's vehicle.
- **Tootle:** Zype TV Ltd, Trading as Tootle, part of the CitNOW Group, registered in England. Further referred to as "Tootle", "We", "Us" and "Our".
- **Users:** both the Consumer and the Dealership together in context of the clause.
- **Vehicle Profile:** the online profile of the Consumers vehicle that contains photographs and information on the Consumer's vehicle, which is sent directly to the Dealership to inform the Dealership about the vehicle.
- **Website:** the website owned and managed by Zype TV Ltd trading as Tootle, part of the CitNOW Group, and operating from [www.tootle.co.uk](http://www.tootle.co.uk), and any widget, online platform or add-ons to third party websites operated or powered by Tootle.

## 1. Eligibility

### 1.1 User Eligibility. Each and every Consumer must be:

**1.1.1** Legally capable of entering into binding contracts with the Dealership.

**1.1.2** Not in any way prohibited by the applicable law in the United Kingdom to enter into these Terms of Use.

**1.1.3** Be the registered and/or legal owner, or representative of such individuals, of the vehicle that the Consumer wishes to sell.

**1.1.4** Warrant that they have the right, authority and capacity, in respect of their status as a Consumer to enter into and be bound by these Terms of Use.

**1.1.5** Warrant that the vehicle has not been involved in a major accident.

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**1.1.6** agree that their registration with Tootle will result in their information being sent to a Dealership to facilitate the Offer.

**1.2 Acknowledgement of Parties.** You acknowledge that Tootle is not a party to any transaction between You and the Dealership and shall not be responsible in any manner whatsoever for any representations made by one User to another (whether through the Service or otherwise). You agree and acknowledge that You have had the opportunity to independently investigate, analyse and construe the sale opportunity being offered under these Terms of Use.

**1.3 Contract Between Users.** You hereby acknowledge that before entering into a contract with a Dealership, that You have satisfied yourself with the content of the contract and the offer. You further acknowledge that Tootle is independent from any contract, agreement, or offer made between the Users (whether through the service or otherwise) and that Tootle is in no manner acting as an agent of either Users and that Users will be separately responsible and liable to one another under that contract.

## 2. Use of Tootle

**2.1 Licence.** For the duration of Your registration Tootle grants you a royalty free licence to use the Service in line with these Terms of Use.

**2.2 Restrictions.** Use of Tootle is subject to the following restrictions:

**2.2.1** You shall not reverse engineer, decompile or disassemble the Software;

**2.2.2** You shall not examine any part of Tootle for the purpose of developing a competing product, and nor shall you permit any third party access to Tootle for this purpose.

**2.3 SLA.** Tootle will use reasonable endeavours to deliver the Services to You. Tootle's ability to provide the Services and the availability of the Website may be impaired by conditions or circumstances that are beyond our control. Such circumstances may result in the Services and/or the Website being temporarily unavailable. Tootle will take reasonable action to minimise the disruption caused

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by such circumstances, but some interruptions may not be avoidable. Tootle's availability to the Dealership will fall under the CitNOW Global SLA.

**2.4 Right to Modify.** Tootle reserves the right to make changes to the Services from time to time, and Tootle may add, remove, modify and/or vary any elements of the Services.

**2.6 Attraction of Offer.** Tootle cannot guarantee that any vehicle sent to a Dealership through the Service will attract an offer.

**2.7 Offers.** An Offer to buy Your vehicle is not binding. The Dealership is not committed to buy Your vehicle for that Offer price nor buy the vehicle at all. The Dealership has the right to edit or remove the Offer at any time. An Offer to buy the Your vehicle will have an expiry time and the Dealership may either withdraw or lower their Offer if it has not been accepted by You before the expiry time. You also have the right to reject any offers made by the Dealership, and can withdraw Your vehicle from the Service at any time. By accepting an Offer, You are not committed to selling Your vehicle to the Dealership.

### 3. Tootle's Obligations

**3.1 Insurance.** Tootle will maintain all necessary insurances, licences and consents required to deliver the Services.

**3.2 Compliance to Law.** We shall comply with all applicable laws and regulations with respect to our activities and the Services.

### 4. The Consumers Obligations

**4.1 Warranties.** You warrant and undertake:

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**4.1.1** to provide true, correct and accurate information through the Service, to the Dealership;

**4.1.2** to promptly inform the Dealership in the event that any information that You have provided through the Service changes or becomes inaccurate;

**4.1.3** to cooperate with reasonable security or other checks or requests for information made by Tootle or the Dealership from time to time, and;

**4.1.4** not to re-sell, promote for resale or for any commercial reason use the Services and/or Website or engage in any other commercial activities unless otherwise permitted by Tootle.

**4.1.5** not to use the Website and/or Services in any way that will infringe any Intellectual Property Rights or other rights of any third parties, including without limitation, adding any information (in any format) to the Website which may be deemed to be obscene, defamatory, libellous or which may cause injury to, invade the privacy of or otherwise violate other rights of any person.

**4.2 Login Details.** You will have to create login details to access certain features and functionalities of the Service. You hereby agree not to disclose Your login details to a third party.

**4.3 Contract with Dealership.** By selling a vehicle through the Service, You acknowledge and agree that You are entering into a contract directly with a Dealership in connection with the purchase and sale of the vehicle.

**4.4 Personal Identifiable Information.** You are required to provide Tootle with personal details, including but not limited to, contact details, full name and address as well as certain information relating to the vehicle, including but not limited to, the registration details, mileage, and any existing finance agreements relating to the vehicle. This information is required to allow the Dealership to provide an Offer to You.

**4.5 Documentation.** When You register with Tootle, You agree to provide the Dealership (and/or Tootle) with any necessary documents to verify the information You have provided relating to the vehicle and the Your contact details.

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**4.6 Vehicle Profile.** You will not be authorised to use the Service for the sale of any vehicles without having first created a login and a Vehicle Profile.

**4.7 Communications.** Tootle may send communications via email and text message in relation to the Service or to help facilitate an exchange between You and the Dealership. The details used for the email and text message will be those that are registered with the Service.

**4.8 Provision of Contact Details.** You agree to Tootle providing the Dealership with Your contact details so that the Dealership may contact the You directly to complete the purchase and sale of the vehicle through the Service.

**4.10 Consumer Content;**

**4.10.1** It is hereby clarified that, any views expressed in Your Content will be Your views and not those of Tootle.

**4.10.2** You shall grant Tootle a non-exclusive, transferable, royalty-free, perpetual world-wide licence to use the Consumer Content for the purposes of facilitating an Offer in conjunction with the use of the Service.

## 5. Intellectual Property Rights

**5.1 Trademarks.** All trademarks, logos or other marks identifying Tootle (the “Trademarks”) remain the exclusive property of Tootle, whether or not specifically recognised or protected under the laws of any applicable territory. Nothing contained in these terms shall grant any right, title or interest in the Trademarks.

**5.2 Use of Intellectual Property.** Unless, by exemption permitted within these Terms, the User may not copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any contents of the Website. In particular, the User must not cache any of the contents for access by third parties, nor mirror or frame any of the content of the Website nor incorporate it into another website without Tootle’s express written permission.

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## 6. Term and Termination

**6.1 Right to Suspend or Terminate.** Tootle reserves the right to suspend and/or terminate Your access to the Services immediately on notice if:

**6.1.1** Tootle believes that there has been fraudulent use, misuse or abuse of the Services.

**6.1.2** Tootle believes that You have provided them with false, inaccurate or misleading information.

**6.1.3** Tootle believes that such suspension or termination would be beneficial for itself or any other User.

**6.1.4** Tootle suspects You are not the registered keeper or has any rights to sell the vehicle for a third-party.

**6.2 Deletion of logon.** If you wish to terminate your access to the Services, You can do so at any time by emailing [help@tootle.co.uk](mailto:help@tootle.co.uk) with your request.

**6.3 Cessation of Access.** For the avoidance of doubt, if Your Services have been terminated by Tootle in accordance with these terms, or if you request to terminate your logon, Your access to the Services (in whole or in part) shall cease.

## 7. Exclusion of Warranties and Liabilities

**7.1 Information.** Unless expressly provided to the contrary in these Terms, and to the maximum extent permitted by law, Tootle excludes all representations, warranties, obligations and liabilities in connection with the information provided through the use of Services and/or the Website, including but not limited to warranties of satisfactory quality, non-accuracy, completeness, reliability, fitness for a particular purpose or otherwise.

**7.2 Limitation.** If Tootle fails to comply with these Terms or Tootle is responsible for loss or damage You suffer that is a foreseeable result of Tootle's breach of the Terms, such amount that Tootle may pay to You for such loss or

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damage You suffer under or arising out of the breach shall be limited to two hundred pounds (£200.00).

**7.3 Exclusions.** Tootle shall not be responsible for any:

**7.3.1.** losses, damages, costs and expenses which were not reasonably foreseeable to be incurred by You and could not have been reasonably foreseeable by You or Tootle on entering into these Terms.

**7.3.2** loss of profits, contracts or business, business interruption, loss of business opportunity, loss of an anticipated outcome or anticipated savings.

**7.4 Non-exclusions.** Tootle does not exclude or limit in any way our liability for:

**7.4.1** death or personal injury caused by Tootle's negligence.

**7.4.2** fraud or fraudulent misrepresentation.

**7.4.3** breach of any terms implied by the Consumer Rights Act 2015 that cannot be excluded.

**7.5 Claims between Users.** In the event that You have a claim or right of action against another User, You agree to pursue such claim or action independently of and without any demands of Tootle, and You agree to fully and completely release Tootle from all claims, liability and damages arising from or in any way connected to such claim or action.

**7.6 Claim from Users Activities.** In the event that a claim or action is brought against Tootle in connection with or arising from Your activities or use of the Services, including any breach by You of these Terms or any charges or complaints made by other parties against You, You agree to pay, hold harmless and defend Tootle in such claim or action. You also agree to cooperate fully as reasonably required in the defence of any claim and allow Tootle to assume the exclusive defence and control of such matter.

**7.7 Force Majeure.** Tootle shall not incur any liability to any Users or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or caused beyond the control of Tootle. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, server

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and network failure, riots, acts of war, acts of terrorism, earthquakes, fire and explosions.

**7.8 Service Uses.** Tootle only provides Services for: (i) (where the User is a Consumer) the Consumers' own private use, and (ii) (where the User is a Dealership) the Dealership's commercial or business purpose only.

**7.9 Acknowledgement of Liability.** You acknowledge that Tootle's liability with respect to the Services shall be limited and shall be as per these Terms.

**7.10 Breach.** Tootle reserves the right, in its sole discretion, to take any action that it deems necessary and appropriate in the event it considers that there is a breach or threatened breach of the terms set out in this Clause.

## 8. Data Protection

**8.1 Privacy Policy.** Tootle processes personal data in accordance with its privacy policy, which is available at [www.tootle.co.uk/privacypolicy](http://www.tootle.co.uk/privacypolicy), as may be amended from time to time.

**8.2 Ownership.** You shall own all rights, title and interest in and to all of the Personal Data You share with Us, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Personal Data.

## 9. General

**9.1 Changes to Terms of Use.** Tootle may alter or amend these Terms from time to time. By continuing to use the Services and/or the Website, You will be deemed to have accepted any amendment to these Terms.

**9.2 Governing Law.** These Terms shall be governed by and construed in accordance with the laws of England and Wales and You irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute which may arise out of or in connection with these Terms.

**9.3 Waiver of Rights.** No delay in exercising or non-exercise by the User and/or Tootle of any of its rights under or in connection with these Terms of Use shall operate as a waiver or release of each of the User's and Tootle's rights. Rather, any such waiver or release must be specifically granted in writing, signed by the party granting it.

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**9.4 Survival.** If any part of these Terms of Use is held unenforceable, that part shall be enforced to the maximum effect permissible so as to give effect to the intent of the parties, and the Terms shall continue in full force and effect. Should the User's Services be terminated, these Terms for the interpretation shall survive.

**9.5 Partnership.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, appoint a party as the agent of another party, nor authorise any party to make or enter into any commitments for and on behalf of any other party.

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