



TERMS FOR VRM (REGISTRATION) LOOKUP
--

Date: 15.08.15 // "effective date"

Tootle is the trading name of Online Auto Sales Ltd.,
registered in England and Wales,
Company number 09325623
Address: 21 Dartmouth Street, London, SW1H 9BP
Tel: 020 3327 9557

www.tootle.co.uk



This document outlines your use of the VRM Application and pricing. The VRM lookup allows the identification of Your vehicle based on its vehicle registration mark (the number plate). This document also covers use of pricing associated with your VRM. Tootle uses a third party, CAP to provide the VRM lookup service and pricing guidance

1. DEFINITIONS

“**VRM Application**” means the vehicle reigstration mark look up application which allows the match of a vehicle registration mark to a CAP Code.

2. ACCESS TO THE VRM APPLICATION

2.1 You must be:

2.1.1 an individual, eighteen (18) years old or over;

3. USE OF VRM APPLICATION

3.1 You shall only use the VRM Application for your own non-commercial purposes. You shall not sell, deal, transfer or otherwise make available any of the VRM Reports to any third party for any purpose or use the same for the benefit of any third party and You shall not remove or alter any copyright or other proprietary notice on any VRM Reports. Except to the extent required to be permitted by applicable law or as expressly allowed in these terms, You shall not, and shall not permit or assist any third party to:

3.1.1 translate, adapt, disassemble, reverse engineer, decompile or copy the whole or any part of the VRM Application, nor arrange or create derivative works based on the VRM Application;

3.1.2 make for any purpose including but not limited to error correction, any modifications, adaptations, additions or enhancements to the VRM Application;

—

3.1.3 combine, match or merge the whole or any part of the VRM Application with or incorporate the VRM Application into any third party code;

—

3.1.4 assign, distribute, license, sell, charge or otherwise deal in or encumber the VRM Application;

3.1.5 use the VRM Application on behalf of or make it available to any third party nor allow or permit a third party to do so;

3.1.6 make available online all or part of the VRM Application through the Internet, or any intranet; or

3.1.7 remove or alter any copyright or other proprietary notice on any of the VRM Application.

4. CAP LIABILITY

4.1 CAP endeavours to use reasonable care in generating, compiling and publishing the VRM Reports, the liability of CAP under this Agreement is limited as set out in this Clause. VRM Reports are calculated by reference to data from third parties and market intelligence information which may be inaccurate, and VRM Reports may be affected by a change in circumstances. Accordingly, CAP does not warrant that VRM will be accurate, complete or fit for a particular purpose. All other implied warranties, terms, conditions and obligations are hereby excluded to the fullest extent permitted by law. No liability is accepted for any losses, costs, claims, damages, expenses and/or liabilities arising as a result of any reliance placed on VRM Reports, whether due to inaccuracy contained in third party data, market intelligence information or otherwise. Without prejudice to the provisions of this Condition CAP shall not be liable to You for:

4.1.1 any special, incidental, indirect or consequential losses; for lost revenue, profits, sales or data; or loss of or damage to reputation or goodwill howsoever caused;



- 4.1.2 any loss or damage arising from Your failure to ensure software compatibility with Your hardware and other software or to carry out appropriate virus checks;
 - 4.1.3 third party claims of any kind; or
 - 4.1.4 any loss or damage arising from Your failure to use the VRM Reports strictly in accordance with these terms.
- 4.2 If notwithstanding the provisions of this Condition, CAP is held to be liable to You for any reason, CAP's aggregate liability to You under these terms (whether arising from negligence, breach of contract or otherwise) shall (subject to the provisions below) be limited to the fees paid by You for the VRM Report. Nothing in these terms shall limit or exclude shall limit liability for death or personal injury resulting from negligence or for fraud.

CONTACT

All questions, comments and requests regarding this Privacy Policy should be addressed to hello@tootle.co.uk.