



## Terms of service

### I Introduction

These Terms and Conditions govern your use of the Website ran under the brand "AUTOkm", in the Internet domain "auto-km.com" which is managed and administered by AUTOkm doo, tax identification number: 112368354, company number: 21658987, address: Kneza Mihaila 30/V, 11000 Belgrade, Serbia. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use the Website.

The main objective of the Website is to provide its users with data of a kilometrage (Simple Report) and other information: has the car been stolen, did it have an accident, estimation of the value of the vehicle, number of owners, pictures of vehicles from abroad of a particular vehicle (Check-km Report) on the basis of the car data as possible. We acquire the data from the AUTOkm database defined below. Despite our efforts to make the kilometrage and other information: has the car been stolen, did it have an accident, estimation of the value of the vehicle, number of owners, pictures of vehicles from abroad a reliable source of knowledge regarding a particular vehicle, full verification of that data with the up-to-date actual state is not possible. Therefore, the data in Simple Report and Check-km Report may replicate source errors of the AUTOkm database and differ from the up-to-date actual state. Due to that fact, the Simple Report and/or Check-km Report should be treated only as a subsidiary tool to assess the history and condition of a particular vehicle, and the actual condition and documents of that vehicle should be always examined directly by concerned persons, especially before vehicle purchase. The obtain Simple Report and Check-km Report is chargeable. Simple Report and Check-km Report does not contain any personal data. The content of the Simple Report and Check-km Report varies with respect to each vehicle and depends on the specific data available in the AUTOkm database.

### II Definitions

In these Terms and Conditions:

The "Simple Report 1" provides data about kilometrage of a particular vehicle and which should be treated only as a subsidiary tool to assess history and condition of a particular vehicle as they are not fully verified with respect to their accuracy and consistency with the up-to-date actual state of that vehicle.

The "Simple Report 2" provides data about algorithm-based statistical approximation of kilometrage of a particular vehicle and which should be treated only as a subsidiary tool to assess history and condition of a particular vehicle as they are not fully verified with respect to their accuracy and consistency with the up-to-date actual state of that vehicle.

The "Check-km Report" provides data about kilometrage and other information: has the car been stolen, did it have an accident, estimation of the value of the vehicle, number of owners, pictures of vehicles from abroad and which should be treated only as a subsidiary tool to assess history

and condition of a particular vehicle as they are not fully verified with respect to their accuracy and consistency with the up-to-date actual state of that vehicle.

"AUTOkm database" means all sources of the vehicle data available to us.

"AUTOkm algorithm" is a statistical algorithm which calculates the kilometrage of a particular vehicle based on their performance for vehicles which kilometrage is not available in AUTOkm database.

"VIN" means the Vehicle Identification Number that is a unique code used by the automotive industry to identify individual motor vehicles, towed vehicles, motorcycles, scooters and mopeds as defined in ISO 3833.

"Consumer/Customer/User" means any natural person who is acting for purposes which are outside his or her trade, business or profession.

### **III License to use the Website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not in particular:

- republish material from the Website (including republication on another Website);
- sell, rent, lending, donation, transfer, or sub-license material from the Website;
- show any material from the Website in public;
- reproduce, duplicate, copy or otherwise exploit material on the Website for a commercial purpose;
- edit or otherwise modify any material on the Website; or
- redistribute material from the Website.

Unless you receive our express written consent to do so.

### **IV Acceptable use**

You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Information, graphics, and other materials available on the Website are subject to copyright protection.

You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Website without our express written consent.

You must not use the Website to transmit or send unsolicited commercial communications.

You must not use the Website for any purposes related to marketing without our express written consent.

## **V Restricted access**

Access to certain areas of the Website is restricted. We have the right to restrict access to other areas of the Website, or to the whole Website, subject to the rights of the users arising from the previously concluded agreements.

If we provide you with a user ID and password to enable you to access restricted areas of the Website or other content or services, you must ensure that the user ID and password are kept confidential.

## **VI User-generated content**

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, rules of social existence, Netiquette nor other established customs, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or another similar complaint.

We reserve the right to edit or remove any material submitted to the Website, or stored on our servers, or hosted or published upon the Website.

Notwithstanding our rights under these Terms and Conditions and binding law in relation to user content, we do not undertake to monitor the submission of such content to or the publication of such content on the Website.

## **VII Procedure to obtain the Simple Report, Check-km Report and payment**

Simple Report and Check-km Report are chargeable. In such a case, the payment shall be done solely via the payment services providers indicated on the Website (such as Visa, Mastercard, Maestro, DinaCard, PayPal, Bank Transactions, MoCoPay, Google Pay, Apple Pay).

In case you want to obtain the Simple Report and/or Check-km Report you should first fill in-vehicle data (as requested in the forms on the Website). The agreement between you and us on providing the Simple Report and/or Check-km Report from the AUTOkm database shall be deemed as concluded at the moment of making the payment by you. These Terms and Conditions constitute part of the agreement between you and us.

Please be aware that payments for the services provided on the Website are made through the payment services providers indicated on the Website (such as Visa, Mastercard, Maestro, DinaCard, PayPal, Mocopay, Google Pay, Apple Pay) and thus payments made in relation to the services provided on the Website are governed by terms and conditions of those companies, which are available on their websites.

Prices of the Simple Reports are provided on the Website.

After the payment complete, the data of the kilometrage check is sent to the user's e-mail or mobile phone number specified in the request form on Website within 72 hours.

After buying Simple Report we can offer users Check-km Report. The Check-km Report is a detailed report that may contain the following information: kilometrage data, has the car been stolen, did the car have an accident, estimation of the value of the vehicle, number of previous owners, pictures of cars from the country of import! The Check-km Report is additionally chargeable. Information about the Check-km Report availability, the data it contains for a particular vehicle and the price of the report we will send to the user on e-mail. User doesn't

have obligation to buy the Check-km Report. The Check-km Report is not available for all vehicles.

## **VIII Conversion Statement**

All payments will be made in Serbian currency - dinars (RSD). The amount to be charged from the payment card (in case the currency is different from RSD) is converted into the local currency at the exchange rate of the card organizations. As a result of this conversion, a difference may be made in relation to the price of the service displayed on the website.

## **IX Limited warranties and complaints from the users**

Pursuant to the agreement between you and us on providing the Simple Report and Check-km Report we are obliged to provide you with the vehicle data of a particular vehicle which are available in the AUTOkm database for 72 hours. The Simple Report and Check-km Report are only to help and advise you, the AUTOkm database is not an official database. Therefore, due to objective reasons, we do not warrant the completeness or up-to-date accuracy of the Simple Report and Check-km Report.

We do provide the Simple Report and Check-km Report only on the basis of the data that we possess in the AUTOkm database at the time of the request for providing with the vehicle data. Thus you should be aware that in case you obtain any of the services it is possible that some of the information you desire may not be available in the AUTOkm database or may be out of date or not accurate.

If the chassis number (VIN) is available in the AUTOkm database, you will receive kilometrage information and the recorded date.

If the chassis number (VIN) is not entered, kilometrage is a statistical approximation based on the AUTOkm algorithm.

If the chassis number (VIN) is entered but is not available in the AUTOkm database, the last 6 characters in report are in the format xxxxxx. Kilometrage is a statistical approximation based on the AUTOkm algorithm.

We are not liable for such lack of information in the vehicle data or lack of possibility to generate the vehicle data due to the lack of requested information in the AUTOkm database or due to the fact that the data are not up-to-date or not fully consistent with the actual state.

Should you notice any technical problems with the Website, or if you have any complaints regarding the Website, you should immediately notify us about this to the e-mail support@auto-km.com. We make efforts to respond to your e-mail as soon as possible.

## **X Limitation of Liability**

Nothing in these Terms and Conditions will (a) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (b) limit any of our or your liabilities in any way that is not permitted under applicable law, or (c) exclude any of our or your liabilities that may not be excluded under applicable law; in particular, it will not exclude any of our or your liability for damage or loss made by fraud (meant as intentional guilt).

The limitations and exclusions of liability set out in these Terms and Conditions:

- are subject to paragraph 1 above;

- govern all liabilities arising under the Terms and Conditions in relation to the subject matter of the Terms and Conditions, including liabilities arising in contract, tort, and/or delict; and
- are not applicable to the Consumers.

AUTOkm will not be responsible for:

- any loss or damage of any nature unless that loss or damage were done by fraud (meant as intentional guilt), in particular, any liability on the basis of warranty rule or similar is hereby excluded;
- any loss or corruption of any data, database, or software both our and yours;
- incorrect data entry and / or intentional entry of incorrect data in the query by the Consumers;
- misinterpretation of reports (Simple Report and/or Check-km Report) or other data by Consumers;
- any actions that the Consumers takes on their car as a result of our reports;
- any losses arising out of any event or events beyond our reasonable control;
- the inaccuracy of the information provided in the Simple Report and/or Check-km Report or for its content;
- the damage incurred by the Consumers or any third parties in connection with the use of the Simple Report and/or Check-km Report;
- the malfunctions or interruptions of the functioning of Website or its database that occurred for reasons beyond the our control;
- the damage incurred by the Consumers as a result of the use of this information by third parties.

We are only responsible for the technical posting of information contained in the Simple Report and/or Check-km Report on the Website if the Simple Report and/or Check-km Report complies with all the requirements set out in the Rules, and for technical support of the database of this Website.

The Simple Report and Check-km Report is provided exclusively to the Consumers which is a party to the agreement with us on providing the vehicle data. Making the vehicle data public by the purchaser of that data who is not the Consumer is forbidden.

## **XI Refund Policy**

You are eligible for a full or partial reimbursement within 3 calendar days of your purchase. After the 3-day period, you will no longer be eligible and won't be able to receive a refund.

Reasons for a refund is if Customer did not receive the Simple Report and/or Check-km Report after paying within 72 hours.

Payments via SMS cannot be refunded! Payment by SMS is made by local mobile operators and the processor of mobile payments (MoCoPay GmbH, Ratingen, Germany and NTH AG, Bern, Switzerland) and these payments are not within the competence of the company AUTOkm doo.

## **XII Indemnity**

In case you are not the Consumer, you hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities, and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach

by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

### **XIII Breaches of these Terms and Conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, which aims to stop the continuation of the breach and to limit the scope of the damage caused by the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your Internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

### **XIV Variation**

We may update these Terms and Conditions from time-to-time by posting a new version on the Website. In case you have provided us with your personal data, including your e-mail address, and if our services for you are being provided at the time of change of this Terms and Conditions, you will be notified about every such change.

In case you are not the Consumer, a change of our contact details will not constitute an amendment to these Terms and Conditions.

You should keep your e-mail address specified upon registration on the Website up-to-date.

### **XV Assignment**

You may not transfer, sub-contract, or otherwise deal with your rights and/or obligations under these Terms and Conditions.

### **XVI Severability**

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **XVII Exclusion of third party rights**

These Terms and Conditions are for the benefit of you and us and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms and Conditions is not subject to the consent of any third party.

### **XVIII Entire agreement**

These Terms and Conditions and prices stipulated on the Website constitute the entire agreement between you and us in relation to your use of the Website and supersede all previous agreements in respect of your use of the Website.