

Carwow Terms & Conditions for the purchase of vehicles on Sell My Car

This Carwow Service Agreement ("**Agreement**") is made between the entity that accepts the terms of this Agreement ("**you**") and Carwow Ltd registered in England and Wales with company number 07103079 whose registered office is at 2nd Floor, 10 Bressenden Place, London, SW1E 5DH ("**us**") or ("**we**") or ("Carwow").

This Agreement is effective on the date we provide you with confirmation of activation of the Carwow Services. By using the Carwow Services you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our sites.

1. Use of the Carwow Services.

- 1.1. You agree to enter into this Agreement, and use the Carwow Services for business purposes only. This Agreement governs your use of the Carwow Services.
- 1.2. With effect from the activation of your account, we grant you a non-exclusive, non-transferable, revocable, worldwide and limited right to access and use the Carwow Services. These rights are conditional on your continued compliance with the terms of this Agreement, including your obligations to pay for the Carwow Services. We reserve all rights not expressly granted to you in this Agreement.
- 1.3. You may not reverse engineer, decompile or disassemble any component of the Carwow Services. You may not rent, lend, lease, resell or host to or for third parties any component of the Carwow Services save to the extent necessary to share any information contained within the Carwow Services with any seller. You are not permitted to separate and use the components of the Carwow Services on two or more computers or hand held devices unless we have specifically granted you this permission.
- 1.4. You acknowledge that you are solely responsible for protecting the confidentiality of all user IDs and authentication to access any of the Carwow Services provided to you by us. You acknowledge that you are responsible for all activity conducted within your Carwow Service accounts, including that of any users and dealings with third parties. You acknowledge that you are responsible for keeping your accounts and passwords confidential, and you agree to inform us of any misuse of your accounts or any other security incidents arising.
- 1.5. We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal but this may not always be possible. You are responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

2. Pricing and Payment

- 2.1. There is no monthly subscription for account holders.
- 2.2. The "Buyers Fee" is payable as set out in the [Price List](#) published by us and updated from time to time and you acknowledge that you are responsible for payment of the relevant Buyers Fee in accordance with the payment schedules.
- 2.3. The Buyers Fees and any other charges payable under this Agreement are exclusive of value added tax and any other taxes or duties which may be imposed which must be paid by you at the rate and in the manner for the time being prescribed by law.
- 2.4. We shall be entitled at any time to increase the Buyers Fee and change or remove the Rebate Scheme (defined below) by giving you not less than 30 days prior written notice of such increase. In the event you do not wish to accept any change of the Buyers Fee you may exercise your termination rights as set out in clause 12.
- 2.5. You acknowledge that we reserve the right to suspend or terminate your access to the Carwow Services in the event of any non-payment of any Buyers Fees or any other sum due and payable in accordance with this Agreement.
- 2.6. If any sum payable under this Agreement is not paid on the due date, then, without prejudice to any other rights and remedies we may have, you acknowledge that we have the right to charge you interest on such sum on a day to day basis (as well as before any judgement) from the date that the payment fell due until the date of actual payment at a rate of 4% above the Bank of England base lending rate from time to time in force.
- 2.7. Carwow will generate a Buyers Fee invoice if you are successful and purchase a vehicle listed for sale. The payment is due seven (7) days from the date of the invoice. If you don't settle your Buyers Fees within seven (7) days your account may be suspended for non-payment, we can charge you interest as listed in clause 2.5 and you will be responsible for our collection and recovery costs. We encourage all buyers to set up a standing order or direct debit to the Carwow account, bank details can be provided.
- 2.8. Any attempt to circumvent the Carwow platform or not pay the Buyers Fee will result in termination of this Agreement and we will seek damages from you for breach of contract and any legal costs and fees incurred and interest payable.
- 2.9. From time to time we may, at our discretion, run a rebate scheme whereby rebates in the form of Carwow credit notes ("**Rebates**") will be made available to you (the "**Rebate Scheme**").

3. Installation and Your Responsibilities

- 3.1. You acknowledge that you are responsible for maintaining an appropriate VPN or other internet connection in order to access and use the Carwow Services. In connection with the Carwow Services, you acknowledge that you are solely responsible for all content uploaded and stored within the Carwow Services using the activation code and passwords provided to you. You must

not disclose your password to any third party. Unless caused by our negligence, we will not be liable for any loss you might suffer if a third party gains unauthorised access to your account. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

4. Warranties

- 4.1. The Carwow Services are made available as is without any warranty, condition or representation as to their functionality or availability. You acknowledge that we do not warrant that the functions of the Carwow Services will function with any specific hardware or software or that the provision of the Carwow Services will be uninterrupted or completely error or bug free and that it is the nature of a remote service that there may be periods when the services are interrupted, slow or unavailable due to an error or failure in the internet or the cloud service and we disclaim all liability in respect of such interruptions to service or unavailability. We will use reasonable efforts to ensure that the Carwow Services do not contain any known viruses at the time they are made available for download.
- 4.2. These exclusions and any others set out in this Agreement apply to the fullest extent permitted by law, but you acknowledge that we do not exclude or limit our liability for death or personal injury caused by our negligence, or any fraud or misrepresentation in connection with or under this Agreement, or the provision of the services or for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of Supply of Goods and Services Act 1982 (title and quiet possession) or for any other liability which cannot legally be limited. In the event that we fail to meet any of our limited warranties, you are responsible for informing us promptly of the error, and we will return the price paid to you for the services that are affected.
- 4.3. Save as set out in this Agreement we provide no other express or implied warranties or conditions. We fully disclaim any implied representations, warranties or conditions.
- 4.4. You shall:
 - 4.4.1. comply at all times with the Anti-Bribery Requirements;
 - 4.4.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 4.4.3. have and shall maintain in place throughout the term of this Agreement your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Bribery Requirements and this clause 4.4, and will enforce them where appropriate;
 - 4.4.4. promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement;

4.4.5. immediately notify us (in writing) if a foreign public official becomes an officer or employee of your business and you warrant that you have no foreign public officials as officers or employees at the date of this Agreement;

4.4.6. at our request, certify to us in writing signed by an officer of your business, compliance by you with this clause 4.4. You shall provide such supporting evidence of compliance as we may reasonably request.

4.5. You shall comply at all times with the Sanctions Requirement and the Modern Slavery Act 2015.

4.6. You warrant that within the past five years no member of your organization or member of its board has been convicted anywhere in the world of any of the following offence; Corruption, Bribery, Fraud, Terrorist Offences, activities, Money Laundering, Child Labour.

5. Carwow Service: Auction, Second Chance Offers, Buying & Collection after Auction

Auction

5.1. Each listing will specify the minimum price that the seller is willing to accept for their vehicle ("**Reserve Price**"). The vehicle will not be sold during the auction if the Reserve Price is not met or exceeded.

5.2. In order to bid on the vehicle, you must specify the maximum purchase price which you are willing to pay for it ("**Maximum Bid**"). You may increase your Maximum Bid at any point whilst the listing is active. Whilst the Maximum Bid does not have to meet the Reserve Price to enable you to bid on the vehicle, your Maximum Bid will not be successful if it does not meet the Reserve Price. No person may submit a bid for vehicles which is less than the sum specified from time to time by Carwow in relation to those vehicles on the Carwow platform. ("**Minimum Bid Amount**").

5.3. If your Maximum Bid is equal to or below the Reserve Price it will automatically become the highest bid unless another bidder submits a higher bid. If your Maximum Bid is equal to or above the Reserve Price and there is no other bid which meets or exceeds the Reserve Price, you will win the listing at the Reserve Price.

5.4. When another bidder places a bid which equals or exceeds the Reserve Price but is lower than your Maximum Bid, our system will automatically bid on your behalf in increments of £50 (or such other amount as Carwow may determine from time to time) each above the next highest bid up to your Maximum Bid.

5.5. When there are two bids which meet or exceed the Reserve Price, the listing will be won by the bidder who has outbid the others.

5.6. If two bidders enter the same Maximum Bid which:

5.6.1. equals to the Reserve Price and there are no higher bids, the first bid received will win the listing at the Reserve Price; or

5.6.2. exceeds the Reserve Price and there are no higher bids, the first bid received will win the listing at the price which is £50 above:

- (i) the next highest bid if the next highest bid equals to or exceeds the Reserve Price; or
- (ii) the Reserve Price if there are no other bids or if the next highest bid is below the Reserve Price.

Second Chance Offers

5.7. If the vehicle is not sold during the initial listing, the vehicle will be automatically listed as a second chance offer ("**Second Chance Offer**") on the following conditions:

5.7.1. its original Reserve Price will be the price at which the vehicle can be bought right away ("**Buy It Now Price**");

5.7.2. each Maximum Bid (if any) submitted during the original listing will be used to ascend from;

5.7.3. if no bids were placed during the original listing, the Minimum Bid Amount will be used to ascend from;

5.7.4. new dealers can submit bids on the vehicle;

5.7.5. increments of £50 (or such other amount as Carwow may determine from time to time) each will be applied in the offer process;

5.7.6. the vehicle will be sold as soon as an offer meets the Buy It Now Price; and

5.7.7. any offers below the Buy It Now Price will be presented to the seller. Bids placed will be valid for two working days.

Process following a successful bid

5.8. When you bid on a vehicle you are agreeing to purchase that vehicle for the price you bid. Once your bid is successful, you are required to pay the accepted purchase price subject to clause 5.9 and the seller being willing to hand over the vehicle.

5.9. You shall be entitled to withdraw your bid if upon inspection the information or photos disclosed by the seller in their listing was incomplete or inaccurate or the seller has engaged in fraudulent or misleading behaviour (e.g. selling a clocked or stolen vehicle) and no price adjustment can be agreed with the seller, or there is outstanding finance which has not been fully disclosed.

5.10. Should you withdraw your bid without providing a reason acceptable to us, we reserve the right to suspend the Services or terminate this Agreement.

5.11. To be the winning bid, the bid must be accepted via the Carwow platform and must meet any other conditions which may be specific to each listing. If additional conditions apply, they will be

detailed alongside the description of the vehicle prior to the commencement of each listing. You warrant that you shall at all times behave in a professional manner with sellers.

5.12. If your bid is successful, we will put you in touch with the seller directly to finalise vehicle inspection, collection and payment. No bank or other financial details should be shared via our site (unless through our document collection service detailed at clause 6 below). We encourage all sellers and buyers to correspond via the Carwow platform but we accept that sometimes correspondence will be made via a phone conversation. Regardless of the form of communication, the buyer is still liable for the Buyers Fee to us.

5.13. Within 1 (one) Working Day of being put in touch with the seller directly, you must –

5.13.1. arrange the inspection and collection of the vehicle (whether directly or via your selected Collection Agent, as defined in clause 5.26); and

5.13.2. provide a copy of your written contract of sale or purchase order ("**Contract of Sale**") to the seller for signature. Where a Collection Agent, as defined in clause 5.26 is used, you are responsible for ensuring that they obtain the seller's signature to the Contract of Sale prior to taking possession of the vehicle. We are not a party to this Contract of Sale and shall not be liable for any dispute in relation to it. You warrant that your Contract of Sale does not permit you to cancel or terminate the purchase other than as provided in clause 5.9 above and does not purport to include Carwow.

5.14. You agree that the vehicle is sold only following an inspection by you or your representative (which includes your selected Collection Agent). You acknowledge and agree that you are responsible for carrying out the necessary checks both prior to and on collection of the vehicle. If you use a third party agent to collect the vehicle, it is your responsibility to ensure that the agent inspects the vehicle.

5.15. You must pay for the vehicle within 24 hours following its collection, and payment shall be made directly to the seller.

5.16. Title to the vehicle shall pass when the successful bidder pays for the vehicle.

5.17. At our request, you shall provide us with a copy of your Contract of Sale.

General

5.18. Full instructions on how to bid for vehicles and details of the expiry date and time for each listing will be posted on our website but all bids and transactions shall be subject to this Agreement.

5.19. A bid may not be withdrawn or reduced (save where clause 5.9 applies) after it is placed on the Carwow platform. Any bid by the buyer within 30 days of the vehicle going live on the Carwow platform automatically entitles us to the Buyers Fee when the vehicle is purchased.

5.20. The seller reserves the right to end a listing at any time without prior notification to the bidders.

- 5.21. Carwow reserves the right to refuse or remove bids and/or suspend, cancel or extend listings at its absolute discretion, including where there are or have been obvious typographical or arithmetical inaccuracies. Carwow may change the bidding process at any time. You agree with Carwow that you shall at all times act in good faith with vehicle sellers.
- 5.22. Carwow is not obliged to assist in any disputes between seller and bidders. The seller and bidder arrange payment and enter into a Contract of Sale to which Carwow is not party, and Carwow shall have no liability in the event that payment is made by you but the vehicle is not delivered or not as described or the listing details were inaccurate, incomplete or misleading. Carwow cannot be held responsible in the event a seller does not comply with any Contract of Sale.
- 5.23. You shall at all times throughout the bidding, buying and collection process provide first class service to sellers and deal with sellers fairly and transparently.
- 5.24. Carwow reserves the right to alter the auction, bidding and process from time to time in its sole discretion.

Vehicle Collection

- 5.25. If purchasing a vehicle from a seller via our service then all vehicles must be collected from the seller directly at your sole cost.
- 5.26. Where you use a collection agent or other vehicle collector to collect a vehicle from a seller (a "**Collection Agent**") introduced by us or otherwise, we are not responsible for such Collection Agent and shall have no liability for such Collection Agent's actions (in contract, tort (including negligence) or otherwise). You contract directly with the Collection Agent and we are not party to such contract (even where we book the collection agent on your behalf). We recommend you carefully check the Collection Agent's terms and conditions to ensure they meet your requirements. The Collection Agent's terms and conditions and privacy policy shall apply to the collection services. Where you use Carwow's collection service, with transport service invoicing from Carwow not the transport company the collection service terms shall apply. Where you are party to Carwow transport terms and conditions separate terms apply for movements under those terms.

6. Document Collection

- 6.1. Where we have explicitly agreed with you in writing that you will use the Carwow document collection service, we will arrange a secure online portal so that sellers may upload the following documents required by you on the purchase of vehicles:
- 6.1.1. The Service history;
 - 6.1.2. A copy of the V5 Document (all pages);
 - 6.1.3. Copy of driving license, or other acceptable form of identification;
 - 6.1.4. Finance settlement letter (if applicable); and

6.1.5. Bank account details.

- 6.2. We will email a link to the online portal to sellers so that they may upload their documents and we will contact sellers to assist them in this documentation process.
- 6.3. We will check that all documentation has been received from sellers. Once all documentation has been received and checked by us, we shall send a link to the online portal to you, and you will have a unique log in to the portal to view the details for each vehicle you are purchasing. We are not responsible for verifying any accuracy or authenticity in respect of this information, but merely that input has been provided. Where Personal Data has erroneously been left within the documentation the sellers provide (despite Carwow requesting that such Personal Data be erased by the seller), you shall not use such Personal Data other than for the Agreed Purposes, in line with the terms of this Agreement.
- 6.4. You will then send the Contract of Sale for the vehicle to us. We will upload the Contract of Sale into DocuSign and arrange signature of the Contract of Sale by you and the seller via DocuSign. Once the Contract of Sale has been signed by you and the seller, DocuSign will send a copy of the completed Contract of Sale to you. Use of DocuSign is subject to DocuSign's terms and conditions of use.
- 6.5. Where we use the online portal to capture a seller's bank details, we will have no liability for the accuracy of that information and it shall be the sole responsibility of you to verify that those bank details are correct. We recommend bank account verification and KYC is undertaken by you in all cases.
- 6.6. All seller documentation and your Contracts of Sale will be deleted from the online portal after 60 days to ensure that this information is not kept any longer than is necessary.

7. Proprietary Rights

- 7.1. You acknowledge that all intellectual property rights in the Carwow Services and all documentation (including without limitation any enhancements, upgrades or modifications) are and shall remain the property of us and/or our licensors.
- 7.2. You agree to notify us immediately if you become aware of any unauthorised use of the whole or any part of the Carwow Services by any person.
- 7.3. You agree to allow us to check your use of the Carwow Services at all reasonable times and for that purpose.
- 7.4. You agree to indemnify us and our affiliates against any claims made by a third party that any third party software you use, or combine as part of your access to the Carwow Services, infringes any third party's patent, copyright, trademark or other intellectual property of that third party or that is related to your use of the Carwow Services in breach of the terms of this Agreement.

8. Training

8.1. We will provide training where you have requested this. You may request additional training from time to time, which we will provide in accordance with our standard scale of charges. You are responsible for ensuring that any person using the Carwow Services has received appropriate training.

9. Indemnity

9.1. You will indemnify us in full against all damages, demands, costs, claims, liabilities and expenses (excluding indirect or consequential losses and loss of profit, but including all penalties, regulatory fines and reasonable legal expenses or professional costs and expenses) and any other sums incurred by us arising out of your use of the Carwow Services, the use of any transportation service we may provide or facilitate or any breach by you of this Agreement.

10. Limitation of Liability

10.1. You acknowledge that we will not be liable for any of the following losses which may arise by reason of any breach of the terms of this Agreement or (to the extent that they have not been excluded) any implied warranties, conditions or any other terms, representations or any duty of any kind imposed on us by operation of law:

10.1.1. any loss of anticipated profits of future business;

10.1.2. damage to reputation or goodwill;

10.1.3. damages, costs or expenses payable by you to any third party;

10.1.4. incidental, special exemplary, punitive or enhanced damages

10.1.5. loss of any contract; and/or

10.1.6. any other special, indirect or consequential loss of any kind.

10.2. Except as provided in this Agreement, and subject to the provision above, our total liability to you in respect of all injury, loss, damage, cost, expense and other matter arising under this Agreement shall be limited to a sum equal to the total amount paid or payable by you to us under this Agreement in the 6 months preceding the event giving rise to the liability.

11. Confidentiality

11.1. You shall, and will procure that your employees, agents and contractors shall, treat as confidential and keep secret all information contained or embodied within the Carwow Services and other documentation provided by us under or in connection with this Agreement.

- 11.2. Each party agrees and undertakes that during the term of this Agreement it shall, and shall procure that its employees, agents and contractors shall, keep confidential all confidential or proprietary information of the other party disclosed to it before or during the term of this Agreement and will not use for its own purposes or disclose it to any third party without the prior written consent of the other party.
- 11.3. Each party agrees that the obligations of confidentiality contained in the previous clause do not apply to the extent that such information is public knowledge or is already known to such party at the time of disclosure or subsequently becomes public knowledge other than by reason of a breach of this Agreement.
- 11.4. You acknowledge that we have the right to publicise your use of the Carwow Services, and you acknowledge that the provisions of this clause will remain in full force and effect notwithstanding any termination of this Agreement.
- 11.5. We may use your trade marks, brand names and logos on our websites and in communications with potential sellers of vehicles as part of the Carwow Services. You hereby grant us a non-exclusive, non-revocable, royalty free licence to use and display your trade marks, brand names and logos in this manner.

12. Termination and suspension

- 12.1. We may terminate this Agreement immediately on giving notice in writing to you if you breach any obligation of confidentiality under this Agreement or commit any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) have failed, within 30 days after the receipt of a request in writing from us, to remedy the breach.
- 12.2. Either party may terminate this Agreement immediately on giving notice in writing if the other party has a receiver or administrator appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if it shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.
- 12.3. We may suspend your account or terminate this Agreement immediately at any time if –
 - 12.3.1. you have used language or conduct that is threatening, abusive, defamatory, discriminatory, offensive, racist or obscene in communications with Carwow employees or sellers;
 - 12.3.2. you breach any term of this Agreement; or
 - 12.3.3. you are providing, in our sole discretion, a consistently poor service to Carwow customers.
- 12.4. Either party may terminate this Agreement by giving not less than 30 calendar days' notice in writing at any time.

12.5. On termination of this Agreement, you must destroy all copies of any documentation that we have provided to you at our request and certify in writing that they have been destroyed. We will allow you a reasonable period of time to retrieve any of your information stored within the Carwow Services before we delete such information.

12.6. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

13. Data Protection

In this clause the defined terms shall have the following meanings;

Agreed Purposes: to facilitate and record the sale or purchase of vehicles by you via the Carwow Services and our website, to manage and respond to any queries or complaints to our customer service team, to personalise the site to you and show you content we think you will be most interested in, based on your account information and your history on the site, to fulfil our obligations to you under this Agreement, to improve and maintain the Carwow Services and monitor its usage, for market research, to send you marketing messages and show you targeted advertising, where we have your consent or are otherwise permitted to do so, for security purposes, to investigate fraud and where necessary to protect ourselves and third parties, and to comply with our legal and regulatory obligations.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to this Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.

Shared Personal Data: the personal data to be shared between the parties under clause 13.1 of this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (1) In relation to vehicle sellers, their name, postcode, phone number, email address, vehicle details (condition, photos, registration number, mileage and associated VRM, provenance – HPI/ Experian, DVLA, CAP valuation, offers),
- (2) In relation to you, your company's information, user name, phone number, vehicle preferences, IP address, device used, session information, miscellaneous personal data disclosed during vehicle seller's email correspondence with you.

13.1. **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

13.2. **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

13.3. **Particular obligations relating to data sharing.**

Each party shall:

- 13.3.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 13.3.2. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 13.3.3. process the Shared Personal Data only for the Agreed Purposes;
- 13.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 13.3.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- 13.3.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

13.3.7. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

13.4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

13.4.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

13.4.2. promptly inform the other party about the receipt of any data subject rights request;

13.4.3. provide the other party with reasonable assistance in complying with any data subject rights request;

13.4.4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;

13.4.5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

13.4.6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

13.4.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the Shared Personal Data;

13.4.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and

13.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the other party or the other party's designated auditor.

14. Platform to business regulations

In this clause the defined terms shall have the following meanings;

"P2B Regulation" means Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019;

"P2B Services" means the Carwow Services which are subject to the P2B Regulation;

- 14.1. From time to time, we may amend this Agreement and reserve the right to do so in our absolute discretion, acting reasonably at any time. Any changes will be posted on our website(s) and become effective fifteen (15) calendar days (the notice period) from the date of posting (unless the P2B Regulation allows us to give no notice, a shorter period of notice or a longer period of notice is required). If you do not agree with any of these changes, before the notice period expires you shall have the right to terminate this Agreement by notice to us (without prejudice to any accrued rights or obligations) and you agree that this is your sole remedy in respect of such changes. If you continue to use the Carwow Services after receiving notice of the change to this Agreement you will have waived your right to terminate this Agreement for that change in accordance with the P2B Regulation and in accordance with this clause 14.1.
- 14.2. We have an internal complaint-handling system which you may use. If you wish to make a complaint related to any of the following, where they affect you in particular: (1) concerns about our compliance with our obligations under the P2B Regulation; (2) technological issues directly related to our provision of the P2B Services to you; or (3) measures taken by us in respect of the provision of the P2B Services which affect you; please contact legal@Carwow.co.uk.
- 14.3. Your complaint will be reviewed and forwarded to the appropriate internal resources to consider the concern you have raised within a reasonable time frame.
- 14.4. In addition to the complaint-handling system described in this Agreement, mediation may be an option to resolve any disputes that could arise between us and you with respect to the P2B Services, including complaints that could not be resolved by means of our internal complaint-handling system.
- 14.5. If any dispute arises in connection with this Agreement, the parties agree to first try to resolve the dispute through the complaints procedure set out in clause 14.2. If the dispute is not wholly resolved through the complaints procedure, then the dispute may be referred at the parties' discretion to either of the following 2 mediators:

CEDR: www.cedr.com/p2bmediation

ICDR: .ICDR: https://www.icdr.org/about_icdr

15. General Terms

- 15.1. No agency, partnership, joint venture or employee/employer relationship is intended or created by this Agreement.

- 15.2. You agree that Carwow provides a listing website and shall in no way be party to the contract for the sale or purchase of the vehicle and furthermore, Carwow shall under no circumstances be liable for any representations made on our website. We make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up to date. If a seller accepts an offer, a contract for the purchase of the advertised vehicle is entered into between the seller and you. Carwow is neither a representative of a party nor an intermediary between the seller and you. Carwow assumes no responsibility for the initiation of the contract, listing details or vehicle condition, the conclusion of the contract or the execution of the contract concluded between the seller and you.
- 15.3. You acknowledge that you will not be entitled to assign, transfer, delegate or sub-contract any of your rights or obligations under this Agreement. We may assign, transfer, delegate or sub-contract any of our rights or obligations under this Agreement to any subsidiary, holding company or subsidiary of any subsidiary or holding company at any time.
- 15.4. You warrant and agree that you have not been induced to enter into this Agreement by any prior representations whether oral or in writing except those specifically contained within this Agreement and you agree to waive any claim for breach of any such representation which is not so specifically identified herein.
- 15.5. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.6. If at any time any provision of this Agreement is found by a court or competent authority to be void or unenforceable for whatever reason, such provision, or part thereof, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.
- 15.7. This Agreement supersedes all prior agreements, arrangements and understandings between us and constitutes the entire Agreement between us relating to the Carwow Services. For the avoidance of doubt separate terms and conditions apply to the use of our websites by dealers, brokers and other partners who wish to sell or lease vehicles to Carwow customers and members of the public and such terms apply to the use of those services and separate terms apply where both vehicle collection and invoicing is undertaken by Carwow.
- 15.8. Notices that are required to be given under this Agreement must be made in writing, and sent to the address of the recipient set out in this Agreement or by email to the email address customarily used by you (for Carwow to legal@Carwow.co.uk). Any such notice may be delivered personally or by first class pre-paid letter and will be deemed to be served if by hand on delivery, or if by first class post 48 hours after posting.
- 15.9. Headings referred to in this Agreement are for ease of reference only, and shall not affect the interpretation or construction of this Agreement in any way. A reference to a clause is a reference to a clause in this Agreement unless otherwise stated.

- 15.10. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.11. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.
- 15.12. This Agreement will be governed by and construed in accordance with the laws in England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

16. Definitions

- 16.1. In this agreement the following words and phrases have the following meanings:

"Anti-Bribery Requirements" all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010,

"Carwow Services" the services provided by us to facilitate the sale (by sellers who list their car for sale on our websites) and purchase (by dealers or other vehicle buyers) of vehicles via our websites,

"Buyers Fees" the fees payable by the buyer of the vehicle(s) to be paid to Carwow for access to the Carwow Service as set out in this Agreement,

"Price List" the list setting out the Buyers Fee, as published by us and updated from time to time, and

"Sanctions Requirements" all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.