

THESE TERMS AND CONDITIONS FOR PARTNERS (“**GET YOUR CAR TERMS**”), TOGETHER WITH THE WEBSITE TERMS OF USE AND PRIVACY POLICY FOR THE CARWOW WEBSITE (“**WEBSITE TERMS**”) AND (TO THE EXTENT APPLICABLE) THE ORDER FORM, APPLY AND SHALL HAVE EFFECT IN RESPECT OF ALL USE OF THE CARWOW SERVICE FOR THE SALE OR LEASE OF VEHICLES BY PARTNERS. PLEASE READ THE FOLLOWING DOCUMENT CAREFULLY BEFORE USING THE CARWOW SERVICE. THESE GET YOUR CAR TERMS CONSTITUTE A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN THE PARTNER AND CARWOW LTD.

Date of posting: January 2024

1. INTERPRETATION

1.1. The following definitions apply to these Get Your Car Terms:

- “Agreement”: means a contract for the Carwow Services between Carwow and the Partner governed by these Get Your Car Terms, the Website Terms and (if the parties have entered into an Order Form) the Order Form;
- “Customer”: means a consumer who uses the Carwow Service;
- “Car”: means any car, van, motorcycle or other vehicle;
- “Carwow Service”: means the software systems and interfaces owned, operated and/or licensed to Carwow and made available to Customers looking to purchase or lease Cars at Carwow.co.uk, Carwow.de, Carwow.es or any other website or application operated by Carwow or its group of companies from time to time (the “**Website(s)**”);
- “Carwow”: means Carwow Ltd, incorporated and registered in England and Wales with company number 07103079 whose registered office is at Carwow Ltd, 2nd Floor, 10 Bressenden Place, London, SW1E 5DH;
- “Data Protection Legislation”: means (i) the UK General Data Protection Regulation, UK Data Protection Act 2018 and UK Privacy and Electronic Communications (EC Directive) Regulations and any regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation;
- “Dealership”: means any trade car dealer (whether online or with a physical office) owned or operated by the Partner and on whose behalf the Partner is acting for the purposes of these Get Your Car Terms;
- “Enquirer”: means a Customer who has submitted an Enquiry and as further detailed in clauses 6.5 and 6.6;
- “Enquiry”: means a message, call, appointment or request for a call, test drive request, or other method of contact received by the Partner from any Customer who has contacted the Partner using or as a result of the Carwow Service;
- “Fees”: means the fees set out in either (i) Schedule 1; or (ii) (if the parties have entered into an Order Form) the Order Form, or (iii) any price list issued by Carwow from time to time (any price list supersedes prices in Schedule 1 and in any Order Form), in each case which may be amended from time to time as set out in clause 6.9;
- “Group” means those members of a Dealership’s group notified to Carwow in an Order Form or in writing and agreed by Carwow;
- “Information”: means information about stock, leasing, stock or other products reasonably required by Carwow;
- “Initial Term”: means (if the parties have entered into an Order Form) an initial term of the Agreement as set out in the Order Form;
- “Intellectual Property Rights”: means all copyright and related rights, patents rights to inventions, utility models, trade marks, service marks, trade, business and domain names, rights in trade dress or 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 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;

"LMS":	means the lead management system offered by Carwow, an email or API (as opposed to dashboard) solution whereby Partners receive Enquiries from Carwow via email or API;
"Model"	means Vehicles of the same name used by a manufacturer to market a range, and, benefitting from shared technology, components, underpinnings, and style and appearance;
"Offer":	means an offer to sell or lease a Car at a specified price, made to a Customer via the Carwow Service (Carwow having received the Information behind the offer from the Partner);
"Order":	means the receipt of a deposit by a Partner from a Customer or the issuance of an order form to a Customer from a Partner with the aim of purchasing or leasing a Car from a Partner that arises as a result of the Customer's use of the Carwow Service, including (i) when the Customer is an existing customer of the Partner or has previously had dealings with the Partner; (ii) the Order is made on terms that are different to those set out in any Prices and/or Information and/or placed in a different name; (iii) an Order is placed for a Car which is different to the exact Car configured by the Customer on the Carwow Service; (iv) payment for the Car is to be made in cash or by financing, hire purchase, lease or a combination; or (v) the deposit is paid after termination of these terms and conditions (provided that the Customer's use of the Carwow Service occurs whilst these terms and conditions are in effect);
"Order Form":	means (if the parties have entered into an Order Form) the order form for Carwow Services (as agreed, amended or added to from time to time via Salesforce or otherwise by the parties in writing) indicating the Carwow Services to be provided under the Agreement (to the extent applicable);
"Partner":	means the car dealer (whether online or with a physical branch), original car manufacturer, broker, or leasing company or other entity using the Carwow Service to sell or lease Cars;
"Partner Account":	means the account(s) set up by the Partner so that it (and, if applicable, any Dealerships) can access the Carwow Service;
"Partner Dashboard":	means the dashboard that all Partners may access to receive Enquiries and manage their Partner Account;
"Partner Order":	means the receipt of a deposit by a Partner from a consumer or the issuance of an order form to a consumer from a Partner Dealer with the aim of purchasing a Car, whether payment for the Car is to be made in cash or by financing, hire purchase, lease or a combination;
"P2B Regulation":	means Regulation (eu) 2019/1150 of the European Parliament and of the Council of 20 June 2019;
"P2B Services"	the Carwow Services which are subject to the P2B Regulation;
"Price(s)":	means the price at which the Partner is willing to sell or lease the Car to the Customer;
"Start Date":	means a start date for the Agreement as may be specified in the Order Form (to the extent applicable) or the date on which the Carwow Service is first provided where there is no Order Form; and
"Relevant Requirements":	means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

1.2. The words "include" and "including" (or similar) shall be deemed to have the words "without limitation" after them.

1.3. The schedules to this Agreement shall form part of the Agreement.

2. AGREEMENT BETWEEN CARWOW AND THE PARTNER

- 2.1. Carwow and the Partner shall be deemed to have entered into a legally binding Agreement on the Get Your Car Terms set out herein either (i) upon commencement of use by the Partner of the Carwow Services; or (ii) (if the parties have agreed to entered into an Order Form) when an Order Form completed and signed by the Partner is received by Carwow.
- 2.2. Carwow reserves the right to refuse to enter into an Agreement or provide the Carwow Services to the Partner or a third party at its absolute discretion.
- 2.3. This Agreement constitutes the entire agreement between the parties and no other terms put forward by the parties shall apply. If there is an inconsistency between any of the provisions of these Get Your Car Terms and the provisions of the Website Terms or (to the extent applicable) the provisions of the Order Form or price list, the provisions of the Get Your Car Terms shall prevail. 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 buy vehicles from Carwow customers and such separate terms apply to the use of those services.

2.4. From time to time, Carwow may amend these Get Your Car Terms and reserves the right to do so in its absolute discretion, acting reasonably at any time. Any changes will be posted on the Website(s) and/or <https://dealers.Carwow.co.uk/terms-and-conditions> and become effective fifteen calendar days (the notice period) from the date of posting (unless the P2B Regulation allows Carwow to give no notice, a shorter period of notice or a longer period of notice is required). If the Partner does not agree with any of these changes, before the notice period expires it shall have the right to terminate this Agreement by notice to Carwow (without prejudice to any accrued rights or obligations) and the Partner agrees that this is its sole remedy in respect of such changes. If a Partner continues to use the Carwow Service after receiving notice of the change to the Get Your Car Terms it will have waived its right to terminate the Agreement for that change in accordance with the P2B Regulation and in accordance with this clause.

3. ACCESS TO THE CARWOW SERVICE

- 3.1. Use of the Carwow Service is subject to the Partner's agreement to these Get Your Car Terms and the creation of PartnerAccount(s) on the Carwow Service. Carwow may refuse to permit the creation of a Partner Account at its absolute discretion. Carwow may suspend any Partner Account, as set out in clause 12.4.
- 3.2. The Partner must keep all passwords for their Partner Account strictly confidential.
- 3.3. The Partner shall not use the Carwow Service to:
 - 3.3.1. provide services to third parties; or
 - 3.3.2. build any product or service which could compete directly or indirectly with the Carwow Service.
- 3.4. Carwow may modify, suspend or discontinue any part of the Carwow Service and/or change the Carwow Service at any time.
- 3.5. The Partner will not attempt to obtain any unauthorised access to any parts of the Carwow Service, or otherwise take any measures designed to interfere with or subvert the normal operation of the Carwow Service.
- 3.6. If signing on behalf of Dealership(s), the Partner signatory agrees to ensure that the Dealership(s) with access to the Carwow Service comply with and are bound by these terms of service. Any use of the Carwow Service is subject to this Agreement.
- 3.7. Partners may choose to include within their Offers details of certain services and perks such as part exchange, financing, video call and order from home. The Partner shall ensure that those services and perks listed are accurate, not misleading and are kept up to date. Carwow may change the type of perks and services listed from time to time for all Partners depending on Customer requirements and interests.

4. PRICES, ORDERS AND ENQUIRIES

- 4.1. The Partner shall regularly submit Prices and Information to Carwow for the Cars it wants to list on the Carwow Service. The Partner must ensure its Prices and Information are accurate and up to date. The Partner should contact its Carwow account manager immediately if its Prices and/or Information become out of date or inaccurate (including but not limited to informing Carwow within 24 hours of a stock Car being sold).
- 4.2. Prices and/or Information may be communicated or displayed to Customers by Carwow automatically, on Enquiry by the Customer. Carwow shall determine, at its discretion, which Prices and/or Information to communicate to Customers and which methods of communication or display to use.
- 4.3. Carwow does not actively assess the appropriateness of any Prices, but reserves the right to remove Prices which, in Carwow's judgment, are manifestly incorrect.
- 4.4. The Partner shall not itemise the Fees on any Prices, or otherwise disclose any Fees to Customers.
- 4.5. Any discounts applied to any Prices shall be applied to the base rate of the Car as shown on the Carwow Service. The on-the-road price will be calculated by adding:
 - 4.5.1. the registration fee;
 - 4.5.2. VED/road tax; and
 - 4.5.3. VAT,to the base rate of the car (subject to any applicable discount).
- 4.6. Prices must include any applicable manufacturer support or additional discounts.
- 4.7. Subject to these Get Your Car Terms, the Partner may apply discounts at its discretion. If a Car manufacturer is running a nationwide discount campaign generally available to all Customers, Carwow will deem all relevant dealers (including, if

applicable, the Partner) to be applying that discount unless the Partner notifies Carwow in writing that they are not applying the discount.

- 4.8. Once communicated or displayed to a Customer, Prices for Cars may not be amended or withdrawn and must remain valid for 14 days.
- 4.9. The Partner must honour all Orders, and be willing to sell the Car to the Customer, subject to any checks notified in writing to Carwow (including ID and credit checks) which are required by the Partner.

5. REPORTING

- 5.1. The Partner agrees to notify Carwow through the Carwow Service or via email of all Orders and/or cancellations within 48 hours of receipt of the Order.
- 5.2. In order to qualify for certain performance rewards which may apply from time to time the Dealer must maintain complete, accurate and up to date records of all Orders and/or cancellations received in a month, and report such Orders and/or cancellations to Carwow in such method as Carwow shall prescribe within three (3) working days of the end of the month, such a monthly record to include all relevant information necessary to enable Carwow to match the Orders with Customers.
- 5.3. In order to qualify for any sales matching discount or reward which may apply from time to time the Partner shall enter into one of the following processes with Carwow: (a) the Partner shall provide Carwow with a record of all its Partner Orders received in a month within three (3) working days of the end of that month, such a record to be provided to Carwow (in such form as Carwow may reasonably determine) and to include all relevant information to enable Carwow to match the Partner Orders with the Orders; or (b) Carwow shall send an excel file of hashed Order data to the Partner, and the Partner shall insert all relevant Partner Orders data into the excel file where it is hashed automatically and matched against the Orders data, creating a list of customer IDs (reflecting Partner Orders that matched with the Orders) which is sent to Carwow. Which process is offered to the Partner is at Carwow's sole discretion. Carwow may only use personal data contained in the data provided under clause 5.3 for sales matching and invoicing purposes, and shall not retain or process personal data for longer than is necessary for sales matching and invoicing purposes. The Partner shall not attempt to re-identify a Customer from data provided under this clause 5(3). The Partner may only use personal data contained in the data provided under clause 5.3 for sales matching and invoicing purposes, and shall erase the personal data without undue delay after carrying out the sales matching and invoicing purposes unless applicable law requires its retention.

6. FEES, INVOICING AND PAYMENT

- 6.1. Fees (plus VAT and any other taxes or duties thereon) and any other charges due hereunder shall be paid by the Partner in accordance with these Get Your Car Terms.
- 6.2. The Partner agrees to pay Carwow the Fees as set out in Schedule 1 (unless the parties have entered into an Order Form, in which case the Partner agrees to pay Carwow the Fees as set out in the Order Form) and unless Carwow has issued a price list in which case the Fees set out therein shall apply.
- 6.3. To the extent the parties have entered into an Order Form, the Partner must inform Carwow of any changes to the number of Dealerships accessing the Carwow Service, so that Carwow can adjust the Fees accordingly. If a Dealership closes or no longer wishes to use the Carwow Service, the Partner shall provide Carwow with written notice and Carwow shall be entitled to continue invoicing the Fees in relation to that Dealership for thirty (30) days after the date of notification of such closure or non-use of the Carwow Service. Carwow reserves the right to charge the Partner additional Fees if Carwow has reason to believe that additional Dealerships are using the Carwow Services.
- 6.4. Carwow shall invoice the Partner for the Fees. The Partner shall pay all invoices within 30 days of the invoice date, without deduction or set-off.
- 6.5. Save where clause 6.6 applies, if a Customer submits more than one Enquiry to a Partner about the same or different Cars, this constitutes multiple Enquirers and Fees shall be due in respect of each Enquiry; and if a Customer submits an Enquiry to two or more different Partners (whether about the same Car or different Cars), this constitutes two or more Enquirers for the purpose of Fees.
- 6.6. Unless otherwise set out in the relevant Order Form, in the event that a Customer makes an Enquiry about the same Model of Car to the same Dealership within 30 days of the initial Enquiry to this Dealership no Fee shall be payable in respect of this subsequent Enquiry. After the expiry of the 30 days the Customer shall be deemed to be a new Enquirer and Fees payable in respect of any new Enquiry.
- 6.7. Without prejudice to any other right or remedy that Carwow may have, if:

- 6.7.1. the Partner fails to make any payment when due, Carwow may charge interest on the unpaid amount at the annual rate of 4% above the Bank of England base rate, accruing on a daily basis and being compounded quarterly, incurring from the due date for payment until payment is made, whether before or after any judgement. If a claim is issued in court by Carwow and that claim is successful, the Partner will be responsible for the cost of both parties' court fees; and
- 6.7.2. any undisputed amount remains unpaid by the Partner for more than 90 days from the date of the invoice, Carwow reserves the right to terminate or suspend the Partner from the Carwow Service until all outstanding amounts have been repaid in full.
- 6.8. All amounts payable under this Agreement are exclusive of VAT.
- 6.9. Carwow reserves the right to change the Fees (or other fees charged for access to the Carwow Service or the provision of any associated services) as set out in Schedule 1 or the Order Form or in a price list (as applicable) from time to time subject to providing 30 calendar days' written notice to the Partner. In the event the Partner does not wish to accept any change of Fees it may exercise its termination rights as set out in clause 12.2.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Save as set out in this clause 7, Carwow reserves all of its right, title and interest in the Carwow Service and any other of its Intellectual Property Rights which may come into the possession of the Partner under these Get Your Car Terms from time to time. All Intellectual Property Rights created under these Get Your Car Terms shall vest absolutely in Carwow immediately on their creation.
- 7.2. Subject to the Partner's continued compliance with these Get Your Car Terms, Carwow hereby grants to the Partner a non-exclusive, non-sublicensable, non-transferable, royalty free worldwide licence to register and use a Partner Account on the Carwow Service to the extent strictly necessary for the Partner to perform its obligations under this Agreement and to submit Offers for communication to Customers by Carwow.
- 7.3. The Partner hereby grants to Carwow a personal, non-exclusive, sublicensable, transferable, royalty free, perpetual and worldwide licence to use any information and/or data submitted by the Partner to the Carwow Service or generated in connection with the Partner's use of the Carwow Service, for Carwow's own general business purposes, including but not limited to: (i) performance monitoring, (ii) creation of data services and/or aggregated datasets which may sold or licensed to third parties, (iii) operating the Carwow Service and (iv) enabling Carwow to create improvements to the Carwow Service.
- 7.4. The Partner will not change, alter, create derivative works of or reverse engineer (or attempt to do any of the following) any of the Carwow Service or any other of Carwow' Intellectual Property Rights.
- 7.5. Carwow may share any information and/or data relating to the Partner's performance on Carwow (excluding the Shared Personal Data included in the Partner Orders to the extent the Shared Personal Data does not belong to a Customer) with third parties (including but not limited to Car manufacturers).

8. DATA PROTECTION

- 8.1. This clause 8 is in addition to and does not remove or replace a party's obligations under the Data Protection Legislation. Each party shall at all times during the Agreement comply with all applicable Data Protection Legislation. The terms personal data, process, processor and controller shall have the meanings defined in the Data Protection Legislation.
- 8.2. The parties may process certain personal data in connection with their obligations under this Agreement, in particular to facilitate and record the sale or purchase of vehicles by Partners and Customers via the Carwow Services and the Carwow website, to manage and respond to any queries or complaints to the Carwow customer service team, to personalise the site to the Partner, to improve and maintain the Carwow Services and monitor its usage, for market research, to send the Partner marketing messages and show the Partner targeted advertising (where we have 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 legal and regulatory obligations. The parties acknowledge that each shall process personal data under this Agreement as a data controller.
- 8.3. The personal data to be shared between the parties under this clause 8 shall be confined to the following categories of information relevant to the following categories of data subject:

- 8.3.1. In relation to Customers, their name, number, email address, postcode and any information the Customer has chosen to share via the Partner Dashboard or which was provided as part of an Enquiry;
- 8.3.2. In relation to the Partner, the Partner's company's information, user name, phone number, vehicle preferences, IP address, device used, session information, miscellaneous personal data disclosed during Customers' email correspondence with the Partner.
- 8.4. The parties agree to provide reasonable assistance as is necessary to each other to:
 - 8.4.1. enable each party to respond to and comply with any subject access requests or other queries or complaints from data subjects in accordance with Data Protection Legislation;
 - 8.4.2. facilitate the handling by the other of any actual or reasonably suspected incident of accidental or unlawful destruction, loss, damage or alteration, or unauthorised or unlawful processing, disclosure of or access to the personal data for which the other party is responsibly as soon as reasonably practicable upon becoming aware (which shall include notifying the Information Commissioner's Office ("ICO") or other applicable data protection regulator and data subjects as required under Data Protection Legislation.
- 8.5. Before making a notification to the ICO or other applicable data protection regulatory and data subjects as set out in clause 8.4.2, each party shall:
 - 8.5.1. provide reasonable assistance to the extent necessary to enable the other party to respond within a reasonable time to ICO or other applicable data protection regulator enquiries; and
 - 8.5.2. not make any other announcement or public notice about any potential incident as described in clause 8.4 without the other party's approval, where applicable.
- 8.6. To the extent the Partner processes personal data, the Partner will:
 - 8.6.1. only use such personal data for the purposes of processing and fulfilling its obligations under this Agreement (i.e. responding to Enquiries about a Car);
 - 8.6.2. not use or further process such personal data for any other purpose including for marketing or promotional activities except with Carwow's explicit consent; and
 - 8.6.3. provide notice to Customers regarding their processing of a Customer's personal data, and obtain separate consent for further use of the personal data.
- 8.7. Carwow shall use reasonable endeavours to ensure the accuracy of the personal data provided but no warranty is given that such personal data is accurate or complete, and Carwow shall not be liable for the inaccuracy of such personal data or for loss, damages or expenses caused directly or indirectly by use of such personal data.

9. WARRANTIES

- 9.1. Each party warrants that it has full power and authority to enter into these Get Your Car Terms and that it shall comply with all applicable laws.
- 9.2. Carwow warrants that it shall provide access to the Carwow Service, and any associated services, with reasonable care and skill.
- 9.3. The Partner warrants, represents and undertakes that:
 - 9.3.1. any individual who has signed and/or otherwise agreed to these Get Your Car Terms (as updated from time to time) on its behalf has the requisite corporate authority to contract on behalf of that Partner;
 - 9.3.2. it is validly authorised to use the Carwow Service and to enter these Get Your Car Terms;
 - 9.3.3. all information provided to Carwow is true, accurate, not misleading and will be kept up to date;
 - 9.3.4. it shall not seek to contact any Data Subject other than through the Carwow Service;
 - 9.3.5. it shall provide all assistance reasonably requested by Carwow to enable Carwow to comply with its obligations under these Get Your Car Terms;
 - 9.3.6. where a trackable telephone number has been allocated by Carwow to the Partner, it will ensure that the majority of calls to that telephone number are answered in person, and agrees that Carwow and its suppliers may record such telephone calls;
 - 9.3.7. it will comply with all applicable laws and regulations, including but not limited to (i) all applicable data protection and privacy laws, (ii) all requirements relating to its FCA authorisation, and (iii) any Codes of Practice or guidance issued by the Motor Ombudsman; and
 - 9.3.8. it will not do or omit to do any act which may cause Carwow to be in breach of any of its obligations under applicable law.
- 9.4. The Partner shall:

- 9.4.1. comply with the Relevant Requirements;
- 9.4.2. 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;
- 9.4.3. have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Applicable Laws and Regulations and clause 9.4, and will enforce them where appropriate;
- 9.4.4. promptly report to Carwow any request or demand for any undue financial or other advantage of any kind received by the Partner in connection with the performance of the Agreement;
- 9.4.5. immediately notify Carwow (in writing) if a foreign public official becomes an officer or employee of the Partner and the Partner warrants that it has no foreign public officials as officers or employees at the date of the Agreement);
- 9.4.6. at Carwow's request, certify to Carwow in writing signed by an officer of the Partner, compliance with this clause 9 by the Partner. The Partner shall provide such supporting evidence of compliance as Carwow may reasonably request;
- 9.4.7. ensure that any promotional material submitted to Carwow for placement on the website is compliant with all FCA and other applicable laws and regulations, and acknowledges and agrees that it is solely responsible for the compliance of such messaging;
- 9.4.8. comply with all applicable laws, statues, regulations, binding conventions and codes relating to customs, export control, anti-boycott, and economic and financial sanctions laws and regulations, including economic and financial sanctions and trade embargoes imposed, administered or enforce from time to time by Her Majesty's Treasury of the United Kingdom or any United Nations body (including the Security Council), the European Union or any European Union member state, and notify Carwow in writing as soon as reasonably practicable if it becomes aware of any breach or suspected breach of this clause 9.4.8, and it shall provide such information about such facts or circumstance or about the breach as Carwow requires to comply with its obligations to any relevant sanctions authority or otherwise reasonably requests.
- 9.5. Breach of clause 9.4 shall be deemed a material breach.
- 9.6. For the purpose of clause 9.4, the meaning of "adequate procedures" and "foreign public official" and whether a person is "associated" with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

10. LIMITATION OF LIABILITY

- 10.1. This clause 10 sets out Carwow's entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Partner:
 - 10.1.1. arising under or in connection with the Agreement;
 - 10.1.2. in respect of any use made by the Partner of the Carwow Service, any services or any part of them; and
 - 10.1.3. in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 10.2. Except as expressly and specifically provided in these Get Your Car Terms, Carwow disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Carwow Service, any services, their use and the results of such use.
- 10.3. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from these Get Your Car Terms to the fullest extent permitted by applicable law.
- 10.4. Nothing in these Get Your Car Terms excludes the liability of Carwow:
 - 10.4.1. for death or personal injury caused by Carwow' negligence;
 - 10.4.2. for fraud, fraudulent misrepresentation or fraudulent misstatement; or
 - 10.4.3. any statutory liability not capable of limitation.
- 10.5. Subject to clause 10.4, Carwow disclaims all warranties:
 - 10.5.1. in respect of the compliance of services with any law, regulation, contractual obligations imposed by Car manufacturers or code of best practice applicable to the Partner;
 - 10.5.2. that the use or operation of the Carwow Service will be uninterrupted or error-free;

- 10.5.3. that defects will be corrected;
 - 10.5.4. that there are no viruses or other harmful components;
 - 10.5.5. that the security methods employed will be sufficient;
 - 10.5.6. regarding correctness, accuracy, or reliability.
- 10.6. Subject to clause 10.4, Carwow will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under these Get Your Car Terms.
- 10.7. Subject to clause 10.4, Carwow's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Get Your Car Terms and for the matters set out in clause 10.1 will be limited to a sum equal to the total amount paid or payable by you to us under this Agreement in respect of Fees in the 6 months preceding the event giving rise to the liability.
- 10.8. The Partner shall indemnify Carwow against all losses and expenses incurred by them in relation to any third party claim arising from the Prices or Information or misuse by the Partner of the Carwow Services or breach of the warranties and obligations set out in clauses 9.3 and 9.4, except to the extent that the foregoing results directly from the negligence of Carwow.

11. CONFIDENTIALITY

- 11.1. In this clause 11, "Confidential Information": means the Carwow Service, any Offers or other information derived from the use of the Carwow Service, any screenshots of the operation of the Carwow Service, any of Carwow or the Carwow Service's methodologies and any information that is clearly labelled or identified as confidential or ought reasonably be treated as being confidential. Confidential Information excludes any information which:
- 11.1.1. is or becomes publicly known other than through a breach of these Get Your Car Terms;
 - 11.1.2. was in the receiving party's lawful possession before the disclosure;
 - 11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 11.1.4. is independently developed by the receiving party and that independent development can be shown by written evidence; or
 - 11.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2. Each party will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party. Neither party will use the other's Confidential Information for any purpose other than the implementation of these Get Your Car Terms.
- 11.3. Each party will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of these Get Your Car Terms.
- 11.4. This clause 11 will survive termination of these Get Your Car Terms for a period of 5 years.

12. TERM AND TERMINATION

- 12.1. Each Agreement shall commence on either (i) the date that the Partner commences use of the Carwow Service; or (ii) (to the extent the parties enter into an Order Form) the Start Date set out in the applicable Order Form, and shall continue until terminated in accordance with these Get Your Car Terms.
- 12.2. The Partner shall be entitled to terminate the Agreement for convenience:
- 12.2.1. where no Initial Term is specified, on at least 30 calendar days' notice to Carwow; and
 - 12.2.2. where an Initial Term is specified, following the expiry of the Initial Term on at least 30 calendar days' notice to Carwow.
- 12.3. The Partner may terminate the Agreement immediately by giving notice to Carwow if:
- 12.3.1. Carwow materially or persistently breaches the Agreement (unless, in a case where the breach is capable of remedy, Carwow remedies the breach within 14 calendar days after receiving notice to do so); or
 - 12.3.2. in the Partner's reasonable opinion, Carwow's financial position is such that its capability to adequately fulfil its obligations under the Agreement is in material jeopardy.

- 12.4. Carwow may either (1) terminate this Agreement on 30 calendar days' notice or (2) immediately suspend (on a temporary basis) the Partner's use of the Carwow Service, in the event the Partner:
- 12.4.1. breaches any of the warranties, representations and undertakings set out in clause 9.3;
 - 12.4.2. is reasonably considered to be performing poorly by Carwow, including failure to report Orders and failure to promptly respond to other Data Subject communications;
 - 12.4.3. receives consistent or serious negative feedback from Customers;
 - 12.4.4. fails to pay the Fees as set out in clause 6 where notice of failure to pay has been provided by Carwow to the Partner and such failure has not been rectified;
 - 12.4.5. is rude, abusive or unprofessional;
 - 12.4.6. provides false or misleading pricing information (in Carwow's reasonable opinion);
 - 12.4.7. does not respond diligently to Enquiries;
 - 12.4.8. materially or persistently breaches the Agreement (unless, in a case where the breach is capable of remedy, the Partner remedies the breach within 14 calendar days after receiving notice to do so); or
 - 12.4.9. in Carwow's reasonable opinion, the Partner's financial position is such that its capability to adequately fulfil its obligations under the Agreement is in material jeopardy.

It is in Carwow's discretion whether a suspension or termination shall be applicable taking into account the severity of the matter, the history of conduct and the ability for the matter to be rectified. The 30 days' notice period in relation to termination shall not apply where Carwow (a) is subject to a legal or regulatory obligation which requires it to terminate the provision of the whole of the Carwow Service to a Partner in a manner which does not allow it to respect that notice period; (b) exercises a right of termination under an imperative reason pursuant to national law which is in compliance with European Union law; or (c) can demonstrate that the Partner concerned has repeatedly infringed the applicable terms and conditions, resulting in the termination of the provision of the whole of the Carwow Service.

- 12.5. Carwow may opt to temporarily suspend (but not terminate) a Partner immediately from the Carwow service where it reasonably considers that any of the matters set out in clause 12.4 apply. In the event Carwow opts to terminate or suspend a Partner a statement of reasons shall be provided. Carwow may terminate a Partner during any period of suspension with 30 calendar days notice. During a period of suspension, the relevant Partner shall not have access to their account and will not receive new Enquiries.
- 12.6. In the event a Partner disagrees with Carwow's actions regarding the suspension or termination of its use of the Carwow Service the Partners can discuss this with their account manager and may use Carwow's complaints handling system (described in clause 15 below) in order to clarify the facts and circumstances surrounding Carwow's decision.
- 12.7. A Partner may request that Carwow pause or suspend their Partner Account (for example because they wish to manage Enquirer volume) and Carwow shall use its reasonable endeavours to carry out this request. Carwow may on occasion in good faith pause a Partner's access to the Carwow Service where it considers there is an issue with the account (such as a build-up of unresolved Enquiries). Where a Partner's Account is paused this shall have the effect of stopping Offers being sent out by the Partner and therefore no new Enquiries shall be received during this pause.
- 12.8. On suspension, the Partner shall be bound to honour any Orders made in respect of Offers communicated prior to suspension or pausing.
- 12.9. Any termination is without prejudice to either party's accrued rights or remedies.
- 12.10. On termination of the Agreement:
- 12.10.1. all licences shall immediately terminate;
 - 12.10.2. all outstanding Fees shall be immediately payable;
 - 12.10.3. the Partner shall immediately cease all use of the Carwow Service.
- 12.11. Upon termination of this Agreement or in the event of a suspension a Partner shall no longer be able to provide Offers or be listed on the Carwow Website. The Partner shall lose access to its Partner Account, Partner Dashboard (where applicable), Carwow Service and to any Customer details or correspondence within its space on the Carwow system. Information in the Partner Account shall be retained in accordance with Carwow's data retention policy. Where a termination has taken place should a Partner choose to enter into a new Agreement with Carwow in the future it may be able to access historic correspondence.
- 12.12. Clauses 1, 5, 6, 7.3, 10, 11, 12 and 16.7 will survive termination of the Agreement for any reason.

13. NOTICES

- 13.1. Any notice required to be given under the Agreement by Carwow will be posted on the Carwow Service or sent to the Partner by email. Any notice required to be given under the Agreement by the Partner will be posted to Carwow by email to legal@Carwow.co.uk.
- 13.2. Notices will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first business day following despatch).

14. RANKING

- 14.1. Details of how Carwow ranks Partner Offers is set out in Schedule 2.

15. COMPLAINTS AND DISPUTES

- 15.1. Carwow has an internal complaint-handling system which Partners may use. If you wish to make a complaint related to any of the following, where they affect you in particular: (1) concerns about Carwow's compliance with its obligations under the P2B Regulation; (2) technological issues directly related to Carwow's provision of the P2B Services to you; or (3) measures taken by Carwow in respect of its provision of the P2B Services which affect you; please contact legal@Carwow.co.uk.
- 15.2. Your complaint will be reviewed and forwarded to the appropriate internal resources to consider the concern you have raised within a reasonable time frame.
- 15.3. In addition to the complaint-handling system described in these terms, mediation may be an option to resolve any disputes that could arise between Carwow and a Partner with respect to the P2B Services, including complaints that could not be resolved by means of our internal complaint-handling system.
- 15.4. If any dispute arises in connection with this Agreement, Carwow and the Partner agree to first try to resolve the dispute through the complaints procedure set out in clause 15.1 and 15.2. If the dispute is not wholly resolved through the complaints procedure, then the dispute may be referred at the discretion of Carwow or the Partner to either of the following 2 mediators:
 - 15.4.1. CEDR: www.cedr.com/p2bmediation
 - 15.4.2. ICDR: https://www.icdr.org/about_icdr
- 15.5. Both parties agree to engage in good faith throughout any mediation attempts.
- 15.6. A Partner does not have to use one of the mediators set out above. Carwow and the Partner may also agree in writing on another mediator.

16. GENERAL

- 16.1. Nothing in these Get Your Car Terms is intended to establish an exclusive arrangement between the Partner and Carwow nor any partnership or appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever.
- 16.2. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 16.2 shall not affect the validity and enforceability of the rest of the Agreement.
- 16.3. A waiver of any right under the Agreement or a variation of the Agreement is only effective if it is in writing.
- 16.4. The Partner will not assign, transfer, charge, sub-contract without the prior written consent of Carwow.
- 16.5. The Agreement does not confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.6. To the extent the parties enter into an Order Form, a counterpart of the Order Form executed and transmitted electronically shall be treated as fully binding.
- 16.7. The Agreement will be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

Schedule One - Fees

Fee (non-LMS)

£45 plus VAT per Enquirer plus the membership fee (where applicable)

Or

Fee (LMS or Partners who have enabled finance calculator)

£49 plus VAT per Enquirer plus the membership fee (where applicable)

Or

Fee (leasing)

£30 plus VAT per Enquirer (with a minimum monthly Fee of £300) plus the applicable membership fee. Should the Partner achieve a 12% conversion rate from Enquiry to sale in a month, Carwow shall apply a discount of £1 off each Fee per Enquirer that month. Should the Partner achieve a 15% conversion rate from Enquiry to sale in a month, Carwow shall apply a discount of £2 off each Fee per Enquirer that month.

Or

(if the parties have entered into an Order Form) as set out in the Order Form.

Schedule Two – Ranking

The Carwow website and app contains functionality that allows users to find relevant car deals based on their preferences.

After Customers provide their vehicle preference the algorithm selects a list of Offers (sorting through many Offers to create a short list) to display to the Customer. Offers are selected to show to a Customer using the following criteria: vehicle availability, price (competitive prices have a greater likelihood of inclusion in listed Offers) and Partner location (relative to Customer location (Partners closer to a Customer are more likely to be listed in that Customer's Offers)). Partner performance and customer experience may impact Partners ability to join the list of eligible Offers. Customers can currently sort their Offers by lowest price, closest to you, highest rating of the dealership. Not all potential Offers are shown to Customers.

Carwow shows potential recommendations for used cars that closely match the criteria selected by the Customer for new cars.

Carwow shows all leasing Offers for the specific search criteria. Leasing Offers are ranked by price (lowest first) in the first instance. A customer can also adjust leasing criteria in a number of ways, such as stock only, monthly term and/or mileage which then impacts the ranking.

The method of displaying Offers and the algorithm to sort through all Offers is subject to change as Carwow is always looking to improve its performance and provide the most useful and relevant Offers to Customers.

Carwow may on occasion place manufacturer advertisements (or enter into sponsorship arrangements) for certain vehicles or products on its Website, YouTube Channel or in marketing products. Carwow does not however accept payment to influence the ranking of Offers.