



***Capricorn Service
Data
Terms and Conditions***

User Subscription Licence

Autodata Limited is a limited company registered in England and Wales under company number 01062727 with its registered office at Priors Way, Maidenhead, Berkshire, SL6 2HP ('Autodata'). Capricorn Society Limited is a limited company registered in Australia under A.C.N. 008 347 313 with its registered office at 28 Troode Street, West Perth, WA 6005 ('Capricorn'). Access to Autodata's database by You and through the Capricorn Service Data Website is controlled by an electronic permit activated by entering a username and password. The usernames and passwords are supplied by Capricorn. By accessing Autodata's database, You agree to be bound by the terms and conditions of this Licence. In exchange, Autodata will grant You a licence to access and use the Autodata Information on the following terms and conditions:

1. **Definitions** In this Licence, the following words will have the following meanings:

"Autodata Information" means the information gathered by Autodata and published on the Subscription Area of the Capricorn Service Data Website;

"Capricorn Service Data Website" means the website at workshop.autodata-group.com or such other website that Autodata may notify to You;

"Intellectual Property Rights" mean any patents, copyright, designs, utility models, trade marks, trade names, domain names, database rights, rights in know-how and confidential information and all other intellectual and industrial property and similar, whether registered or unregistered or analogous rights existing under the laws of any country;

"Licence Agreement" means this User Subscription Licence;

"Subscription Area" means that part of the Capricorn Service Data Website which is only accessible by entering a valid username and password and which contains the Autodata Information;

"You" means the organisation having access to the Autodata Information, and

"Your" will be construed accordingly.

2. **Licence Grant**

- i. As a member of the Capricorn Society, Autodata grants You access to the Subscription Area and grants You a non-exclusive non-transferable limited licence to view the Autodata Information on the Subscription Area, subject to the terms and conditions of this Licence Agreement.
- ii. The licence granted under clause 2.1 is issued in respect of your continued status as a member of Capricorn and covers the viewing of Autodata Information by a single internet-connected device in use at any given time. Your licence may be cancelled without notice on You ceasing to be a member of Capricorn. Your licence may be suspended without notice including in the event that you are in breach of any agreement between You and Capricorn or if any trade account provided to You by Capricorn is placed on "stop credit".
- iii. Viewing of the Autodata Information by one or more additional internet-connected devices at the location applicable in paragraph 2.2, or at one or more additional physical sites, will be granted at Capricorn's discretion.
- iv. You may only use the Autodata Information as a source of reference for the purposes of maintaining and repairing motor vehicles.
- v. Only You and Your employees are authorised to use the username and password provided to you by the Capricorn Society and You will not disclose or authorise the disclosure of the username and password on to any other party. You shall notify Capricorn immediately if You suspect that the security of your username and password or access to the information has been compromised.

- vi. You may not use, copy, download, rent, lend, lease, sell, distribute, transmit or otherwise transfer any Autodata Information or any copy, modification, translation or adaptation of any Autodata Information except as permitted by law or expressly set out in this Licence. You may not “crawl” or otherwise access the Autodata Information, whether manually or by automated means, to reproduce any part of the Autodata Information in any form. You may not reverse compile, disassemble, reverse engineer or create derivative works based on all or any portion of the Autodata Information.
- vii. You agree that Autodata may monitor Your online use of the Subscription Area, for example to ensure compliance with this paragraph 2 or to collect statistics relating to the use of the Capricorn Service Data Website. If Autodata reasonably establishes that you are accessing or otherwise using the Subscription Area other than in accordance with this Licence, Autodata has the right to immediately suspend or terminate your access to the Subscription Area.
- viii. You agree that in the course of Your use of the Subscription Area, You may choose to upload to the Subscription Area for ease of reference certain information relating to You or Your customers or commercial partners (including details of your physical location(s), names of Your employees accessing the Subscription Area, makes and models of motor vehicles owned by Your customers or commercial partners, etc.). Such information remains Your property at all times, and You can choose to delete such information from the Subscription Area at any time. By uploading such information to the Subscription Area, You consent to Autodata storing a copy of that information. Autodata shall comply with all statutory requirements relating to processing of such information, and will ensure the privacy of such information at all times.
- ix. You may not use (or permit to be used by any third party) the Autodata Information in relation to the maintenance or repair of any motor vehicles which are or may reasonably be suspected to be used for military purposes or in connection with the transportation or storage of weapons of mass destruction, or otherwise in contravention of European Union or any other regulations. You must immediately notify Autodata in writing if you become aware of or suspect that the Autodata Information made available to You or Your access to the Subscription Area has been used in this way.
- x. You must comply with all applicable laws and regulations in force from time to time in the location from which you access the Autodata Information and the Subscription Area, and must not use (or permit to be used) the Autodata Information in connection with any illegal activities.

3. Duration

- i. Unless terminated or suspended in accordance with clauses 2.2 or 2.7 above or 6.2 below, this Licence Agreement will begin on the date on which Capricorn issues You with access to the Subscription Area and will continue until your membership of Capricorn Society ceases or the Autodata Information is no longer available through the Capricorn Services Data Website.

4. Warranties and Indemnities

- i. The Autodata Information has been compiled by Autodata from information supplied by vehicle and component manufacturers and from the results of tests carried out by Autodata. All reasonable care has been taken to ensure the accuracy of such information. Nevertheless, Autodata and Capricorn give no warranty that the Autodata Information is complete or accurate and, to the maximum extent permitted by law, Autodata will accept no liability arising from any inaccuracy or incompleteness of the Autodata Information.
- ii. The Autodata Information was compiled for use with vehicles manufactured to specifications required in the Australian and New Zealand markets. You should be aware that in countries outside of these territories model names and descriptions and the specifications relating to them may differ from those listed in the Autodata Information.

- iii. The Autodata Information and the Capricorn Services Data Website is provided 'AS IS' and all conditions or warranties express or implied, statutory or otherwise (including without limitation those pertaining to accuracy, completeness, currency, non-infringement, merchantability or fitness for a particular purpose (whether or not notified) of any product) are hereby excluded.
- iv. Autodata makes all reasonable efforts to ensure the Capricorn Service Data Website is free from computer viruses, Trojans and other malicious code, however You should ensure that You use adequate, up to date, anti-virus software. Autodata and Capricorn will accept no liability arising from any infection by computer viruses or other malicious code.
- v. Autodata makes all reasonable efforts to ensure that the Capricorn Service Data Website is available, on some rare occasions the number of users accessing it may cause it to run slowly, and on other occasions it may be temporarily unavailable whilst it is being serviced or repaired. Whilst Autodata will endeavour to warn users of scheduled service interruptions, Autodata and Capricorn do not warrant that the site will be accessible at all times. To the maximum extent permitted by law, Autodata will accept no liability arising from the inability of users to access the Autodata Information or any slow running of the Capricorn Service Data Website.
- vi. Your sole remedy and the entire liability of Autodata and Capricorn are as set out in this Licence Agreement and in no event shall Autodata or Capricorn be liable to You or any other person for any loss of revenue, loss of actual or anticipated profits whether arising in the normal course of business or otherwise (including, without limitation, loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of or damage to reputation; loss of or corruption to data; loss of management or administration time, legal and other professional fees and expenses; or any indirect or consequential loss or damages however caused which arise directly or indirectly from the subject matter of this Licence Agreement or the use or inability to use the Capricorn Service Data Website.
- vii. You hereby indemnify and hold harmless Autodata and Capricorn from and against all liability, cost (including legal costs), damage, loss, action, claim or proceedings arising directly or indirectly as a result of any unauthorised use by You (or Your employees or any third party to whom You or Your Employees have granted access to the Autodata Information) of the Autodata Information or of the Capricorn Service Data Website, whether in compliance with the terms of this Licence Agreement or otherwise. You will provide Autodata with any evidence or information in your possession or control reasonably requested by Autodata in relation to your use of the Autodata Information in the event that Autodata is subjected to any challenge, claim, or complaint relating to your use of the Autodata Information.
- viii. Except as set out in this Licence Agreement or as required by law, no other warranties (whether express or implied) are made in respect of the Autodata Information or the Capricorn Service Data Website. Nothing in this Agreement shall operate to exclude or restrict the liability of any party for death or personal injury due to its negligence, nor for fraudulent misrepresentation, or any liability which cannot be excluded by law.

5. Rights in the Autodata Information

- i. All Intellectual Property Rights in the Autodata Information are owned by Autodata Limited and/or its licensors. You shall not have any rights in or to the Autodata Information other than the rights specifically granted under this Licence Agreement and all rights not expressly granted to You are reserved by Autodata.
- ii. The copyright and database rights notice included in Autodata Information must at all times remain an integral part of the Autodata Information and any permitted copy.
- iii. AUTODATA and the Autodata logo are registered trade marks of Autodata Limited.

- iv. CAPRICORN, the Capricorn logo, CAPRICORN SERVICE DATA and the Capricorn Service Data logo are trade marks of Capricorn.
- v. You hereby assign (and shall procure the assignment from any of Your employees) at no cost to Autodata all rights (including copyright) in any content relating to the repair and maintenance of motor vehicles that You provide or make available (e.g. by email or by posting on Autodata's user forums or such similar other public facilities owned or operated by Autodata) to Autodata which supplements the Autodata Information.

6. General

- i. You shall not transfer, assign, sub-license or otherwise dispose of all or any part of this Licence Agreement, or any of Your rights or obligations arising under it without the prior written consent of Autodata.
- ii. In the event that You fail to comply with the terms and conditions of this Licence Agreement, Autodata shall be entitled to terminate this Licence Agreement granted to You with immediate effect and without notice. On expiry of this Licence Agreement for whatsoever reason, all rights granted to You under this Licence Agreement shall cease.
- iii. Autodata shall comply with all data protection legislation in the storing and processing of any personal data. You acknowledge that Autodata may store your personal data outside of Australia, including in the United Kingdom and Ireland.
- iv. Autodata may update the terms of this Licence Agreement from time to time by written notice to You.
- v. If any provision of this Licence Agreement is declared void or unenforceable the remaining provisions of this Licence Agreement shall remain in full force and effect.
- vi. Nothing in this Licence Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of the other Party.
- vii. Clauses 2.2, 2.5, 4.1 to 4.8 and 5.4 above are provided for the benefit of both Capricorn and Autodata and, for the sake of clarity, may be enforced by Capricorn or relied on by Capricorn in defence of, or to stop, any proceedings or other action You or any other person may take against Capricorn.
- viii. With the exception of the benefits conferred on Capricorn in accordance with clause 6.6 above, nothing in this Licence Agreement is intended to confer any benefit on any third party (whether such benefit would have arisen under the Contracts (Rights of Third Parties) Act 1999 or otherwise) and no term will be enforceable by any third party.
- ix. This Licence Agreement constitute the entire agreement between You and Autodata and supersedes any previous arrangement, understanding or agreement between You and Autodata relating to the Autodata Information.
- x. This Licence Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction

7. Cookies

- i. Cookies enable us to identify your device, or you when you have logged in. Autodata uses cookies that are strictly necessary to enable you to move around the site or to provide certain basic features. We use cookies to enhance the functionality of the website. We also use cookies to help us to improve the performance of our website to provide you with a better user experience. We don't sell the information collected by cookies.

- ii. You consent to Autodata storing cookies on your device(s) for the purposes outlined in 7.1.
- iii. Please be aware that should you choose to disable or remove cookies it may prevent you from taking full advantage of the application and some of the application functionality may fail to work.
- iv. If you require more information about the cookies we use, please contact Autodata.
<http://www.autodata-group.com/global/contact-us/>

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