

Terms and Conditions

Welcome to Auto Finance Technology and our website at www.autofintech.co.uk and our motor trade Customer Relationship Management (CRM) at <https://portal.autofintech.co.uk/> (our “Platform”). These Terms and Conditions (these “Terms”) constitute a legal agreement between you and Auto Finance Technology governing the use of our Services. We licence use of our Services to you on the basis of these Terms. We do not sell our Services to you, and we remain the owner of our Platform at all times.

1. ABOUT US

- 1.1. We are Auto Finance Technology of 7 Bell Yard, London, England, WC2A 2JR, (“Auto Finance Technology”).
- 1.2. To contact us, please email info@autofintech.co.uk or write to us at the above address.
- 1.3. These Terms were last updated on Saturday, 28th of October, 2023 and are the current and valid version.
- 1.4. The name Auto Finance Technology as well as related names, marks, emblems and images are registered trademarks and copyright of Auto Finance Technology LTD.

2. TERMS OF USE

- 2.1. The provisions set out in these Terms govern your access to and your use of our Platform and Services and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform and Services.
- 2.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use our Platform on these Terms.
- 2.3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our Platform, you agree and acknowledge that:
 - 2.3.1. you have read the terms set out in these Terms and agree to be bound by and comply with them;
 - 2.3.2. you are at least 18 years old or have been legally emancipated; and
 - 2.3.3. you shall ensure that all Users of your Account abide by these Terms.
- 2.4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 2.5. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform and Services or your Account at any time, or remove or edit content on our Platform and Services or on any of our affiliated websites.
- 2.6. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our Platform and Services or any other products, services, affiliated websites and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 2.7. The following additional terms also apply to your use of our Platform and form part of these Terms:
 - 2.7.1. Our Privacy Policy,
 - 2.7.2. Our Cookie Policy, and
 - 2.7.3. Our Saas Agreement, if you are a motor dealer and car finance broker.

3. UPLOADING CONTENT TO OUR PLATFORM

- 3.1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Platform complies with our Privacy Policy, Acceptable Use Policy, the UK's Data Protection Act (“DPA”) and the EU's General Data Protection Regulation (“GDPR”) and any other applicable laws.

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- 3.2. You are fully responsible for your content uploaded to our Platform. We will not be responsible, or liable to any third party, for:
 - 3.2.1.the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Platform; or
 - 3.2.2.the loss of any content or data provided to us by you. You should keep a record of all such content and data.
- 3.3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 3.4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymized and used only for the purposes of improving the Services and our response to users of the Platform.
- 3.5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Platform constitutes a violation of their rights under applicable law.
- 3.6. We have the right to delete any content uploaded to our Platform if, in our opinion, it does not comply with the content standards set out in our Acceptable Use Policy.

4. ACCEPTABLE USE POLICY

- 4.1. You may use our Platform only for lawful purposes. You may not use our Platform:
 - 4.1.1.in any way that breaches any applicable local or international laws or regulations;
 - 4.1.2.in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 4.1.3.to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
 - 4.1.4.to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 4.2. You also agree:
 - 4.2.1.not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms; and
 - 4.2.2.not to access without authority, interfere with, damage or disrupt:
 - 4.2.3.any part of our Platform;
 - 4.2.4.any equipment or network on which our Platform is stored;
 - 4.2.5.any software used in the provision of our Platform; or
 - 4.2.6.any equipment or network or software owned or used by any third party.
- 4.3. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
 - 4.3.1.save for internal distribution amongst your employees and persons authorised by you for your internal business purposes, and any other purposes contemplated under these Terms or the Platform, not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Platform or any of the contents therein for any commercial or other purposes;
 - 4.3.2.not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our Platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
 - 4.3.3.not to provide or otherwise make available our Platform in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;

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- 4.3.4. to include our copyright notice on all entire and partial copies you make of our Platform on any medium;
- 4.3.5. to comply with all applicable technology control or export laws and regulations; and
- 4.3.6. not to disrupt, disable, or otherwise impair the proper working of the Services, our Platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.
- 4.3.7. We operate a safe space for people to engage, learn, share, and network. We operate a zero-tolerance policy with regards to the abuse of our service users or staff. Personal or targeted insults, threats, obscene and aggressive comments directed at other service users or at staff will not be tolerated. Users who persist in engaging in this way may be excluded from our services. Please report any abusive posts or incidences of cyber-bullying to our admin.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licensed (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.
- 5.2. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive licence to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.
- 5.3. You acknowledge that you have no right to have access to our Platform in source code form.
- 5.4. Save for internal distribution amongst your employees and persons authorised by you for your internal business purposes and any other purposes contemplated under these Terms or the Platform, you must not modify the paper or digital copies of any materials you have printed off or downloaded from our Platform in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 5.5. You must not use any part of the content on our Platform for commercial purposes not specified on our Platform without obtaining a licence to do so from us or our licensors.
- 5.6. If you print off, copy or download any content on our Platform in breach of this Agreement, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. WARRANTIES

- 6.1. While we make all efforts to maintain the accuracy of the information on our Platform, we provide the Services, Platform and all related content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 6.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our Platform, the related content, or electronic communications sent by us are free of viruses or other harmful components.
- 6.3. You agree that your use of the Platform is at your sole risk. You will not hold Auto Finance Technology or its third-party service providers, licensors or suppliers, as applicable, responsible for any loss or damage that results from your access to or use of the Platform, including without limitation any loss or damage to any of your computers or data.

7. TECHNICAL REQUIREMENTS AND RESPONSIBILITY

- 7.1. Users are responsible for ensuring that the technical requirements for access to and use of the respective services are met.

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- 7.2. This applies in particular to the hardware and operating system software used, the connection to the Internet, the firewall settings (if any) and the current browser software.
- 7.3. The User shall carry out necessary and reasonable adjustment measures himself/herself and shall bear the costs for the Internet connection in order to be able to access the services.
- 7.4. Auto Finance Technology does not guarantee that the services offered can actually be used with the User's device.

8. THIRD-PARTY CONTENT AND SERVICES WITHIN THE SERVICES

- 8.1. Certain features, aspects, products and services offered through the Platform are provided, in whole or in part, by third parties ("third-party services" as provided by "third-party service providers"). Use of third-party services may be subject to additional terms and conditions. If you do not understand or do not agree to be bound by those additional terms and conditions, you may not use the related third-party services.
- 8.2. In the event of any inconsistency between the terms and conditions relating to third-party services and the terms and conditions of these terms, those additional terms and conditions will control with respect to such third-party services. Third-party service providers may collect and use certain information about you, as specified in the third-party service providers' privacy policies. Prior to providing information to any third-party service provider, you should review their privacy policy. If you do not understand or do not agree to the terms of a third-party service provider's privacy policy or terms of use, you should not use the related third-party services. Auto Finance Technology will not, under any circumstances, be responsible or liable for any of your information collected or used by third-party service providers.
- 8.3. The Platform makes available third-party services. Auto Finance Technology is not responsible for the accuracy of such content, including, but not limited to, the description of services, pricing.
- 8.4. Auto Finance Technology is not responsible for the accuracy of information provided within third-party services.

9. LIMITATION OF LIABILITY

- 9.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our Platform and any related content. You expressly agree that your use of the Services and our Platform is at your sole risk.
- 9.2. You agree not to use the Services, our Platform and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our Platform or any other website or software) for:
 - 9.2.1. loss of profits, sales, business, or revenue;
 - 9.2.2. business interruption;
 - 9.2.3. loss of anticipated savings;
 - 9.2.4. loss or corruption of data or information;
 - 9.2.5. loss of business opportunity, goodwill or reputation; or
 - 9.2.6. any other indirect or consequential loss or damage.
- 9.3. Nothing in these Terms shall limit or exclude our liability for:
 - 9.3.1. death or personal injury resulting from our negligence;
 - 9.3.2. fraud; and/or
 - 9.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 9.4. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our Platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our Platform which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

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10. INDEMNITY

You agree to indemnify and hold us, our related corporations and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our Platform, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

11. OTHER IMPORTANT TERMS

- 11.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 11.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 11.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 11.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 11.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the law of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.