

HPI Limited - Standard Finance & Insurance Companies Terms and Conditions **For Supply of HPI Services**

These terms and condition (the "Conditions") shall apply in respect of your use of all HPI Services and NMR Services after 1st February 2016. *(To be appended to the Agreement For Supply of HPI Services)*

1. General

1.1 In these Conditions and the Agreement except where the context otherwise requires the following expressions shall have the following meanings and any expression defined in the Agreement shall have the same meaning in these Conditions:-

"we"/ "us"/ "our" means or refers to HPI Limited, a company registered in England with number 4068979 whose registered office is at Capitol House, Bond Court, Leeds, Yorkshire LS1 5EZ ;

"you"/ "your" means or refers to you, the company or business named in the Agreement to receive HPI Services;

"Agreement" means the contractual document entitled HPI Services Agreement between you and us for the supply of the Services which is made subject to these conditions and any other documents listed therein.

"Commencement Date" means the date set out in the Agreement for commencement of the Services (or if none, the date on which the Services actually commence);

"Confidential" means, in relation to you or us, any of your or our (as the Information" case may be) trade secrets or confidential or proprietary information (and, in relation to us, includes the Data and any information contained in any Software), but does not include any information: (a) which is publicly known or becomes publicly known other than by a breach of the Agreement; (b) which, when it was disclosed to the other party, was already known by that party and such prior knowledge can be demonstrated to the reasonable satisfaction of the disclosing party; or (c) which, after being disclosed to the other party, is disclosed to that party again by a third party at liberty to disclose it. For the purposes of this definition, any Data which is obtained from one or more publicly available sources is not "publicly known" if substantial skill, labour or expense was required to obtain or produce the Data;

"Data" means any data or other information we supply to you in the course of providing the Services or otherwise under the Agreement;

"Data Caching" means the temporary or permanent storage of Data

"Data Protection and consumer Credit Legislation" means the Data Protection Act 1998 (including the data protection principles set out in therein); and the Consumer Credit Act 1974;

"HPI Check" means an enquiry made by you and forming part of the HPI Services;

"HPI Member" means a person who has elected to become an HPI Member and if applicable has paid the relevant HPI joining fee and "HPI Membership" shall be construed accordingly;

"HPI Services" means information services supplied by us relating to the Vehicle or other asset recorded on our electronic database concerning or in relation to the existence, description and/or status of such motor vehicle or other asset

"Initial Term" means the period as outlined in the HPI services agreement, starting from the commencement date

"Main Registers" means the principal registers of Data incorporated in our electronic database in relation to HPI Services, namely the Outstanding Finance Register, the Security Watch Register, the Stolen Vehicles Register and the Condition Alert Register;

"RPI" means the All Items Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office of National Statistics;

Rolling Contract" means a perpetual contract with no Initial Term until terminated in accordance with this Agreement.

"Personnel" means (as the case may be) our and your employees, directors, advisers, agents or contractors or employees, directors, advisers, agents or contractors and those of our respective group companies;

"Security Watch Register" refers to the register of that name incorporated in our electronic database;

"Services" means (as the case may be) the HPI Services (as specified in the Agreement);

"Software" means or refers to any computer software which may be supplied by us to you to enable you to access the Services subject to these Conditions;

"Vehicle" means any motor vehicle that you and we have agreed will participate in the HPI Services; and

"Year" means the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the life of the Agreement.

1.2 In these Conditions unless the context otherwise requires:-

1.2.1 headings are used for ease of reference only and do not affect the construction of any of the provisions;

1.2.2 references to any person include references to any human being, company, body corporate, association, joint venture, partnership, trust and any entity capable of suing and being sued;

1.2.3 in the case of any conflict or ambiguity between any provision contained in these Conditions and any provision contained in the Agreement, the provision in the Agreement shall prevail;

1.2.4 references to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above;

1.2.5 the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa;

1.2.6 any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done; and

1.2.7 "including" shall be understood to mean "including without limitation" and "includes" shall be understood to mean "includes without limitation".

1.3 The Agreement and all the HPI Services referred to in these Conditions as "the Services" provided shall be subject to these Conditions, which apply to the exclusion of all other terms, conditions and statements (including any terms and conditions which you purport to apply with any written order, confirmation of order, specification or other document).

1.4 You must notify us as soon as possible of any change in your particulars shown in the Agreement. Alterations take effect on the date shown in a confirmation notice we issue to you. Any changes or additions to the Agreement or these Conditions must be agreed in writing by us.

1.5 We reserve the right to review and (at our discretion) increase our fees, including without limitation our standard charges, list prices and Additional Fees and our other charges payable by you including adding charges to our price lists for additional or new services that we may offer to you or you may request from us including without limitation charges for paper invoices, non payment by DDM and charges to postal certificates on giving you 1 month prior written notice at any time. The above does not apply in respect of Committed Volumes, which are agreed in advance of each year and shall be payable in respect of the whole year (whether or not you ask us to provide any Services) and shall not be varied during each year.

1.6 Notwithstanding clause 1.5, HPI Ltd shall be entitled to increase the fees at any time on 30 days written notice to you if the increase reflects a corresponding increase in any fees HPI Ltd is obliged to pay to its licensors and other suppliers in respect of 3rd party data (for example CAP Code) provided via HPI Ltd to you. HPI Ltd shall use all reasonable endeavours to mitigate such cost increases and upon written request provide evidence of such costs increase to you.

1.7 All our charges, fees and Additional Fees are exclusive of any Value Added Tax, for which you shall be additionally liable at the applicable rate from time to time.

2. Use of Services

2.1 Whenever using the Services it is your responsibility to complete the Service request screens in full so as to ensure a prompt response by us. We may, upon serving notice to you, immediately terminate the Agreement or suspend the Services at any time if you persistently provide incorrect or incomplete information.

2.2 It is also your responsibility when using the Services to notify us if we supply any Data which you know or suspect is incorrect or incomplete.

2.3 You may notify us of any vehicle(s) on which you wish us to register an interest on the Security Watch Register where you reasonably believe that you have, or that you are acting on behalf of a person who has good title to such vehicle(s) and that such vehicle(s) fulfil(s) the criteria for publication on the Security Watch Register issued by us from time to time. If we reasonably believe that any interest registered on the Security Watch Register was not eligible for such registration at the time registration was made or has subsequently become ineligible, or if we become aware of a dispute as to eligibility, we shall be entitled (but not obliged) to remove such registration. We do not undertake to carry out or participate in any investigation or dispute in relation to eligibility or

title and we shall not be liable for any interest or absence of an interest on or the removal or non-removal of an interest from the Security Watch Register.

2.4 You agree that all requests for Services shall comply with any additional requirements we notify to you from time to time.

2.5 If we provide any services in addition to the Services, we shall do so subject to these Conditions (and any other standard terms applicable to those services as may be amended or replaced from time to time) and you shall pay for them at our standard rates from time to time.

2.6 Except as expressly provided in the Agreement, you shall ensure that you have all you need to gain access to the Services (including, without limitation, computer hardware and software, telecommunications facilities and communications equipment).

2.7 Whilst we take reasonable care to ensure that our computer systems used in provision of the Services ("our systems") operate properly we will not be liable for any failure of our systems or your inability to obtain access to or use the Data caused by you. We may at any time require you to disconnect your equipment or any part or parts of it and cease accessing and using our systems and/or the Data if in our reasonable opinion such equipment is or has been the cause or is likely to be the cause of failures, interruptions, errors or defects in our systems and/or our database.

3. Limitation of Liability

3.1 You acknowledge that the Data we supply to you when providing the HPI Services includes a large amount of information which has been supplied to us by third parties over whom we have no control, in particular in relation to the accuracy or completeness of the Data.

3.2 Therefore, you agree that we do not warrant that the Data is true, correct or complete and you agree that we shall not in any circumstances be liable for any loss or damage arising from any inaccuracies, faults or omissions in the Data, unless caused by our negligence or wilful default; and

3.3 In no circumstances will we be liable for any indirect, special, consequential losses, including but not limited to any loss of business, capital, profit, reputation or goodwill whether caused by us, our servants or agents howsoever arising out of or in connection with the Agreement or its subject matter

3.4 We do not limit or exclude our liability for death or personal injury arising from our negligence or that of our servants or agents.

3.5 Our entire liability in respect of any single cause of action arising out of or in connection with the Agreement or its subject matter (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) shall be limited, to the extent that the cause of action relates to the Services, at our option, to: (i) supplying the Services again; (ii) payment of the cost of having the Services supplied again; or (iii) repaying to you the amount you paid in respect of the Services.

3.6 Our entire liability (except for death or personal injury arising from our negligence or that of our servants or agents) in respect of all claims arising out of or in connection with the Agreement during any 12 month period (considered retrospectively from the date upon which the cause of action arose) shall not exceed an amount equal to the total sums due by you to us under the Agreement during that 12 month period.

3.7 We shall not be liable for any claims arising under the Agreement or in relation to its subject matter unless written notice of the claim is given to us either within 3 months from when you became aware of the circumstances giving rise to such a claim or within 3 months of such time when you ought reasonably to have become aware of such circumstances.

3.8 We shall not be liable for the accuracy of, or any loss or damage arising from, any Data we supply to you as a result of any incomplete or inaccurate data or information you supply to us or by or as a result of any other fault attributable to you.

3.9 Except as expressly provided in the Agreement, all other conditions, terms and warranties, express or implied by statute or otherwise are excluded to the fullest extent permitted by law. In particular, but without limitation, we exclude any representation, condition or warranty that the operation of the Services will be uninterrupted or that the operation of any Software will be uninterrupted or error free.

3.10 The parties agree that they have not entered into the Agreement in reliance on any warranty, representation or undertaking other than those contained in the Agreement and that the only remedies available to them shall be for breach of contract provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently to the other before the date of the Agreement.

4. Term, Suspension & Termination

4.1 The Agreement shall come into effect on the Commencement Date specified in the Agreement and, subject to the remaining terms of the Agreement, shall run for the duration of the Agreement. Thereafter the agreement shall continue indefinitely until terminated by either you or us giving not less than 12 month's prior written notice to the other.

4.1.1 If under the Agreement you have agreed to pay any HPI and/or NMR joining fees, HPI Subscription Charge, NMR Membership Fee, or fees in respect of Committed Volumes, or any other agreed pre-payment or fee for any fixed or minimum period and you terminate the Agreement (or if we terminate the Agreement pursuant to condition 2.1, 4.2.1- 4.2.3 or 4.4) before expiry of such period, you will remain liable to pay these and HPI will not refund any of these (whether or not you ask us to provide any Services).

4.2 We may at any time by notice to you immediately terminate the Agreement, or without notice suspend any Services if:

4.2.1 any charges due from you under the terms of the Agreement are unpaid;

4.2.2 you use the Services or any Data for any purpose not expressly permitted in these conditions; or

4.2.3 you are (in our reasonable opinion) otherwise in material breach of the Agreement or any of these Conditions (including without limitation Conditions 5 or 7 below); or

4.2.4 you undergo a change of ownership to which we reasonably object.

4.3 Suspension of the Services by us pursuant to Condition 4.2 above shall not affect any of your obligations under the Agreement (including any obligation to make any payment).

4.4 Either you or we may end the Agreement at any time by notice to the other if

4.4.1 the other party convenes a meeting of its creditors;

4.4.2 a proposal is made in relation to the other party for a voluntary arrangement under Part 1 of the Insolvency Act 1986;

4.4.3 a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) the other party's creditors;

4.4.4 the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

4.4.5 a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the assets of the other party; or

4.4.6 a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

4.5 When the Agreement ends for whatever reason the balance of any charges or other monies payable by you to us under the Agreement shall (despite any other provision in the Agreement) become immediately due and payable.

4.6 When the Agreement ends for whatever reason, you shall immediately cease all use of the Services, Data and software and return to us any Software (including all back-up and security copies, the user guides and any other documentation relating to the Services) which we may have provided to you and delete or otherwise destroy any copies of any Software which are in your possession or control. You must return to us any marketing or promotional materials which we have provided to you in relation to the promotion of any of the Services and immediately cease all use of any of our trade marks, trade names and service marks in your marketing, promotional or advertising activities.

5. Intellectual Property, Permitted use of Data & Confidentiality

5.1 You agree that all and any intellectual property rights comprised in any Data, any Software or any other aspect of the Services provided to you (including but not limited to copyright and rights of confidence), shall, insofar as they belong to us, remain our exclusive property. No intellectual property rights in any of the foregoing are transferred or licensed to you, except as expressly provided in these Conditions.

5.2 Except as provided in the Condition 5.3 below, you acknowledge and accept that any Data provided to you may only be used by you for the purposes of appraising, or verifying the current status of, motor vehicles or other assets prior to selling, purchasing or processing such motor vehicles or other assets in the ordinary and lawful course of your business (the "Purpose"). You agree that you will treat all Data in strict confidence and that except for the Purpose you will not use the Data or any part of it nor have any right over or access to it. In particular (and without prejudice to the generality of the foregoing) you may not resell or (save under a statutory duty or pursuant to any court order) disclose or supply any of the Data, including but not limited to Model Variant Code, to any third party. You undertake to apply to all Data no lesser security measures

and degree of care than those which you apply to your own confidential or proprietary information and which you warrant as providing adequate protection of such information from unauthorised disclosure, copying or use.

5.3 In certain circumstances we are authorised by DVLA to allow disclosure of the Vehicle Identification Number (VIN) as part of an HPI Check. Disclosure to you of a VIN is only permitted for the Purposes as defined in clause 5.2 above. Should we become aware of any misuse associated with disclosure of the VIN, or are so advised by the DVLA, we reserve the right to remove this facility from your reports with immediate effect and without further notice and/or terminate this agreement in accordance with clause 4 above.

5.4 The VIN is disclosed to assist in confirming the identity of the vehicle by validating that the vehicle registration mark searched relates to the correct vehicle or to confirm a correct VIN to be compared to the VIN displayed on the relevant vehicle. You may display the VIN on the vehicle search report / certificate, recorded within the application modules to handle vehicle inventory, recorded on the vehicle inventory, stock report, ledgers and customer database / service record and/or included in information disclosed to vehicle purchaser / owner, dealership staff, sub-contractors and auditors, but not otherwise and only providing that such use is always in accordance with the Purpose as defined in clause 5.2 above.

5.5 We reserve the right to undertake spot check audits relating to the use and storage of the Data (including but not limited to VIN data released by the DVLA), and monitor usage volumes or patterns and respond to any indication of misuse or abuse with immediate termination of access. You must take reasonable steps to ensure measures are in place to stop unauthorised VIN disclosure.

5.6 You must not retain VIN data for longer than necessary nor use it for unauthorised purposes nor must you disclose the full VIN to third parties beyond the terms of your agreement with us.

5.7 Data Caching is not permitted unless specifically authorised in advance in writing by HPI in accordance with the following DVLA requirements:

- For a limited period of 24 hours only, to allow multiple hits against a single record as part of a continuous enquiry; or
- for a limited period where it is necessary to retain the results of a data record for auditing purposes / contractual issues. The data must be held in archive records and must only be retained as long as necessary for this purpose, you must not use the data to fulfil further enquiries or transactions not related to the original enquiry.

5.8 Use of the Data to create an alternative database for purposes not related to the original enquiry is prohibited.

5.9 You agree to destroy any Data held by you immediately where requested to do so by us.

5.10 You shall indemnify us against all costs (including reasonable legal costs), claims, damages, demands and expenses arising directly or indirectly out of any claim by a third party which arises in connection with the use of the Services or the Data by you in breach of these Conditions or the Agreement or which is wholly or partly attributable to your negligence or that of your servants or agents.

5.11 Except as expressly permitted by these Conditions, we may not use or disclose to any other person any of your Confidential Information and you may not use or disclose to any other person any of our Confidential Information. You and we may however each disclose Confidential Information of the other:

5.11.1 when required to do so by law or any regulatory authority; and

5.11.2 to your or our (as the case may be) Personnel whose duties reasonably require such disclosure, on condition that you or we (as the case may be) ensure that each such person to whom such disclosure is made: (a) is informed of the obligations of confidentiality under these Conditions; and (b) complies with those obligations as if they were bound by them.

5.12 Neither you nor we may disclose the terms of the Agreement to any other person, except to your or our (as the case may be) Personnel whose duties reasonably require such disclosure and on the conditions referred to in Condition 5 (e)(ii) above.

5.13 The provisions of this Condition 5 shall survive expiry or ending of the Agreement for any reason.

6. Provision of Software

If we agree to supply Software to you:

6.1 we shall ensure that you are supplied with the number of copies of the Software indicated in the Agreement a reasonable time before the Start Date specified in the Agreement;

6.2 you shall be responsible for installing and maintaining the Software and configuring it for use to access the Services, although we may elect to assist you under the terms of the Agreement; and

6.3 we shall use our reasonable endeavours to ensure that, for as long as we provide the Services to you, the Software continues to operate substantially in accordance with our published documentation, but we exclude any warranty, condition or representation that the Software will operate uninterrupted or error free.

6.4 if we supply Software to you, we license you (as we may license others) to use the Software to enable you to receive and use the Services as contemplated by these Conditions. You shall not use the Software for any other purpose. You shall ensure that the number of individuals using the Software concurrently never exceeds the number of users indicated in the Agreement. You may make as many copies of the Software as are reasonably necessary, including one copy for back-up and security purposes. This Condition is subject to any other agreement we enter into with you regarding the Software.

7. Security and Data Protection

7.1 Each party shall, to the extent necessary in relation to its activities as contemplated by the Agreement, at all times: (i) maintain all licences and registrations under any applicable laws, including the Data Protection Legislation and the Consumer Credit Act 1974; and (ii) comply with all applicable laws, including the Data Protection Legislation and the Consumer Credit Act 1974.

7.2 We obtain and hold vehicle and associated data from many sources, including finance companies, insurers, vehicle owners and the police. This data is used to protect both those making searches and the owners of vehicles on the HPI registers. For that reason, you agree and consent to us disclosing relevant information about you (including your name, address and details of your usage of the Services) to any person to whom we consider that it would be expedient to do so, in the interests of preventing, detecting or discouraging crime, for the apprehension or prosecution of offenders, or for the recovery of stolen vehicles or other property. Without limiting the foregoing, you expressly agree and consent to us disclosing any such information about you to a person claiming to be owner of a vehicle against which you have requested HPI Services or the police or other law enforcement authorities.

8. Miscellaneous

8.1 Notices under the Agreement and/or these Conditions shall be in writing. Notices to us shall be sent to our Company Secretary at our registered office from time to time. Notices to you shall be sent to your address appearing on the Agreement or such other address in the United Kingdom as you may notify to us in writing from time to time. Notices may be hand-delivered or sent by first class mail. Correctly addressed notices sent by first class mail shall be deemed to be delivered two days (excluding Saturdays, Sundays and bank and public holidays) after posting and hand-delivered notices shall be deemed to be delivered upon receipt by the addressee.

8.2 We shall not be liable to you for any delay in or failure to perform any of our obligations under the Agreement arising from any cause beyond our reasonable control including, without limitation, act of God, compliance with any law or governmental order, rule, regulation or direction, war, fire, flood, explosion, civil commotion, failure in telecommunication services or industrial action or failure of or disruption to any utility service including electric power.

8.3 You may not transfer, assign or in any other way make over to any third party the benefit of the Agreement (either wholly or in part) without our prior written consent.

8.4 We shall not be deemed to waive any of our rights under the Agreement by failing or delaying to exercise or enforce them, and no waiver by us of any breach of the Agreement by you will be considered as a waiver of any subsequent breach of the same or any other provision.

8.5 We operate a policy of continually reviewing and developing the information services we provide, and accordingly we reserve the right, provided that we give you reasonable notice, to make any changes to any of the Services, or discontinue or substitute any such services or parts thereof, at any time where we deem this to be necessary to comply with any applicable statutory requirements, or which in our reasonable opinion do not materially affect the nature or quality of the Services.

8.6 The Agreement and/or these Conditions may not be amended, modified, varied or supplemented except in writing signed by or on behalf of you and us.

8.7 If any provision of the Agreement (including these Conditions) or is or becomes invalid or unenforceable it will be severed from the rest of the Agreement so that it is ineffective to the extent

that it is invalid or unenforceable and no other provision of the Agreement shall be rendered invalid, unenforceable or be otherwise affected.

8.8 The Agreement (incorporating these Conditions) sets out the entire agreement and understanding between you and us in connection with its subject matter. In particular, but without limitation to the generality of the foregoing, you warrant and represent that in entering into the Agreement you have not relied upon any statement of fact or opinion made by us or our officers, servants or agents which has not been included expressly in the Agreement. Nothing in this Condition 8 shall affect the liability of either party in respect of any misrepresentation, warranty or condition which it makes fraudulently.

9. Governing Law & Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of English Courts.