



## JS Management Online CLIENT LICENSE AGREEMENT (the Agreement)

Use of JS Management Online requires acceptance of the following terms and conditions

**IMPORTANT -- READ CAREFULLY:** This License Agreement is a legal agreement between the individual person licensed, with an individual User ID and Password, to subscribe to JS Management Online. By clicking on the "I Accept" button, accessing or otherwise using the Service, You agree to be bound by the terms of the Agreement. If You do not agree to the terms of the Agreement, click on the "Cancel" button and/or do not continue with this on-line service.

### 1. Interpretation

Some words and phrases used in these conditions have special meanings. These meanings are set out below.

The headings used in these conditions are for convenience only and do not affect these conditions

<b>Charges</b>	The fees You pay for the services. These are the charges for the services that we agree with You before You start to use the services, and which are shown in the pricing schedule.
<b>Commencement Date</b>	The date on which You first use the services (unless we agree otherwise in writing).
<b>Debtors</b>	Individuals who are in debt to You or Your customers.
<b>FOIA</b>	The Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2000 as appropriate.
<b>Information</b>	Any information, reports or results we give You as part of the services.
<b>Pricing Schedule</b>	The schedule that You agree with us upon entering this contract, or any other schedule subsequently agreed by You and us which contains details of the pricing for the services and refers to these conditions.
<b>Services</b>	The services comprised within JS Management's Online web service from time to time, which services allow the Client to view various datasets and use various analytical tools to produce reports based on those datasets, for such fees as are set out in our price list.
<b>We/Us/We/Our</b>	JS Data Management Limited (registered number 09068868). Our registered office is at The Old Temperance House, 34/36 Fore Street, Bovey Tracey, Devon. TQ13 9AE. Our VAT Number is GB 190 5994 69.
<b>Website</b>	The websites at <a href="http://www.jsmanagement.com">www.jsmanagement.com</a> , <a href="http://www.automotive-data.net">www.automotive-data.net</a> or another website through which we deliver the services.

<b>Year</b>	A period of 12 months from the commencement date or any later anniversary of that date.
<b>You/Your</b>	The person, firm or company which we accept as an account holder for the services.

## **2. Services**

We will provide the services in line with these conditions. You must use the services in line with these conditions.

We can change the services at any time. We can end the services at any time due to circumstances beyond our reasonable control.

We will notify You if we change these conditions. The amended conditions will apply to the services after the date on which You receive our written notice.

## **3. Paying charges**

You agree to pay the charges for the services. The charges are as set out on the Website from time to time. For most aspects of the services (such as licensing a particular dataset), we will ask for payment by invoice and You must make full payment before You have access to the particular services. Otherwise, we can invoice You after the end of the month of the commencement of Your subscription. You will pay each invoice within 30 days of the date on which You receive it or by direct debit to our chosen bank account.

Where we invoice You for charges and You do not pay the charges on time, we can write to You and tell You that we will charge You interest on the amount You owe. This will not affect any other action that is available to us. We will charge interest at 2% a year above the Barclays Bank plc base rate from the date on which You receive our written notice until the date on which we are paid (whether before or after any court judgement).

All amounts payable to us do not include Value Added Tax (VAT) or any other charge which will be charged at the rate that applies at that time.

We can increase the fees set out in the pricing schedule by giving You no less than 28 days notice in advance of the increase. If we do so, the pricing schedule will be considered to be amended accordingly from the date indicated in the notice. If You do not agree with the increase in fees then You may write to us and give notice to terminate the contract. You must give notice to terminate in accordance with clause 10.

## **4. Copyright and confidentiality**

All of the intellectual property rights (including copyright and database rights) in the information belong to us or our licensors. You will not own any of the intellectual property or have any rights to own the intellectual property.

Unless required by law, you must:

- keep the information strictly confidential;
- not publish the information;
- not give the information to anyone else;

- only give the information to Your officers or employees (or both) who need to know or use it (You must make sure that your officers and employees meet these confidentiality conditions); and
- not copy, distribute or commercially exploit the information unless these conditions allow You to.

## **5. Use of information**

You undertake that You shall use the information solely for Your internal business purposes only and (except as is required by law) will not divulge or disclose all or any part of the information to any third party other than Your Additional Users. For the avoidance of doubt, You or Your Additional User will not use the information to provide bureau services to any third parties or act as a reseller.

## **6. Security**

You must follow any rules and guidelines that apply to the way in which we provide the services. We will make sure that the services, our information and our systems are secure.

Access to the services is granted - only through Client ID provided by us. You agree that You will follow any reasonable instructions we may issue with regard to the use of these Client ID.

We refer to account numbers, identification codes and passwords used to access the services as 'Client ID'.

You are responsible for making sure that You keep Your Client ID secure. We will not be responsible for any losses arising from anyone using Your Client ID, whether authorised by You or not. This includes unauthorised access to Your computers or network (or both), or any information not deleted when these systems are updated or replaced. We can give You a new Client ID at any time. Any new Client ID will apply 24 hours after we give You the new Client ID.

You also agree that You will:

- maintain appropriate technical and organisational security measures and procedures to prevent Your Client ID being accidentally given to or used by unauthorised people;
- tell us as soon as You become aware that anyone has found out or used Your Client ID without Your permission, or if any equipment You use to access the services is stolen; and
- be responsible for all charges connected to the Client ID, whether or not You agree to these charges.

We may cancel or suspend Your use of the Client ID if:

- You break any of Your obligations under these conditions; or
- we are told about, or become aware of, any unauthorised or improper use of Your Client ID (either by You or by someone else), or that any equipment You use to access the services has been stolen.

## **7. Performance and liability**

We use all reasonable skill and care to provide the services.

You agree that You will not make any of Your business decisions based just on the information.

You acknowledge that:

- the services are based on information other people give to us and we cannot control the accuracy of this information;
- we do not guarantee the accuracy of the information;
- we are not responsible for any loss which You suffer as a result of You relying on services being available; and
- we are not liable for any loss which You suffer as a result of a claim made by someone who we have information about.

We are not liable to You for any of the following as a result of our negligence or us breaking the contract or other liability or obligation:

- indirect loss;
- loss of profits, loss of sales, or an increase in (or failure to reduce) bad debt;
- fraud (other than any fraud committed by us);
- loss of business.

Our total liability to You in any year for all claims for negligence, breaking the contract, or other liability or obligation relating to the services is limited. In the first year, our liability is not more than the amount You have paid for the services provided during that year. In later years, our liability is not more than the amount You have paid for the services provided in the previous year.

As far as we are allowed by law, we do not give any representations, guarantees or conditions that:

- the services or the information (or both) are fit for a particular purpose;
- the services or the information (or both) will not affect anyone else's intellectual property;
- the services or the information (or both) will meet your requirements; or
- the services will be uninterrupted, provided when we say they will, secure and error-free.

Nothing in these conditions excludes our liability for death or personal injury arising out of our negligence.

You will protect us, and keep us fully protected, against any claims or actions made or brought against us as a result of:

- You making the information inaccurate or incomplete (whether by something You do or something You don't do); or
- You using the services.

This protection will include all losses, damages, costs and other expenses (including any payments we make to settle any claims or actions on the advice of our lawyers) that we have to pay, and You promise to pay us for any loss, damage, cost or other expense. The protection will not apply if we are at fault.

## **8. General confidentiality**

We will both make sure that our officers, employees and agents do not pass any confidential information about the other to anyone else. This will not affect any of the other parts of these conditions.

'Confidential information' means:

- any information about our trade secrets, customers, business dealings or transactions; and
- any information relating to the methods or techniques we use to provide the services. These include any tapes, documents or other materials.

These conditions do not apply to any confidential information which:

- a court, tribunal or governmental authority orders us to reveal;
- is already public knowledge, other than where either You or we break these confidentiality conditions;
- the person who was told already knew (as shown in written records); or
- was independently received from someone else, without that person breaking any confidentiality obligations they have to either You or us.

If You are a public authority under the provisions of FOIA then You acknowledge as follows: nothing in this contract is intended to allow You under the FOIA to:

- confirm or deny the existence of any of our confidential information;
- disclose any confidential information.

The definition of "confidential information" in this contract accurately reflects the categories of information that we will or are likely to disclose to You and that such information is, by its very nature, of a confidential nature and neither trivial nor readily available by other means.

- Your disclosure of any of our confidential information in breach of this contract would amount to a breach of confidence actionable by us against You
- our confidential information amounts to a trade secret and any disclosure by You of such information would, or would be likely to, prejudice our commercial interests of JS Management.

If You are a public authority under the provisions of FOIA then, regardless of any other provisions of this contract, You also agree and undertake to us that upon receiving any request about or relating to us under the FOIA or otherwise, You shall give us full details of such request as soon as reasonably practicable.

## **9. Co-operation and help**

At Your own cost, You must co-operate with us and give us the information and help we need to perform our obligations in relation to the services.

## **10. Period of the contract & ending the contract**

These conditions will come into effect on the commencement date. They (or any amended conditions that we notify You of in accordance with clause 2) shall apply for as long as You continue to use the services and each time that You use the services.

Either of us may terminate Your entitlement to receive the services by giving the other at least three month's notice, in writing.

We may terminate Your entitlement to use the services by written notice if:

- You make no use of the services for a continuous period of 6 months; or
- the charges which You incur in relation to the services in any continuous period of 12 months are less than £1995 plus VAT (or such other minimum spend figure as we apply generally to our clients of the Services at any time).

You acknowledge that our rights under this clause are required as a method to combat fraudulent use of the services.

Ending the contract will not affect:

- any other rights either You or we gained before the contract ended; or
- any part of these conditions that apply even when the contract has ended.

We can cancel Your Client ID as soon as we or You end the contract. As soon as the contract ends, You must give us back any documents we gave You in connection with the services, together with all copies of our confidential information.

## **11. Following the law**

Both of us agree that, in relation to providing and using the services (as appropriate), we will both follow all relevant legislation and regulations. These include:

- the Consumer Credit Act 1974;
- the Data Protection Act 1998 (including the Data Protection principles);
- all amendments to the above Acts; and
- any regulations or requirements made by any governmental authority or equivalent body.

You agree to hold all the necessary registrations and licences. Whenever You want to use the services, You must get permission from the relevant person using wording proposed by us (if any). If You fail to get this permission, You must not use the services on behalf of the relevant person.

## **12. Events beyond our control**

If either of us cannot carry out our obligations because of events beyond our control, whoever cannot perform their obligations will tell the other. Their obligations will be suspended and they must do all they can to put the situation right as soon as possible.

Events beyond our control include the following acts or circumstances which neither of us can prevent.

- acts of God.
- strikes, lockouts or other industrial disturbances.
- wars, blockades, riots, epidemics, landslides, lightning, earthquakes, fires, storms, civil disturbances and terrorism.
- governmental regulations and directions.

- any failure of hardware, software, telecommunications services or equipment which we use to provide the services, which is due to the fault of someone else.
- any other cause that is not within our or Your reasonable control.

### **13. Transferring rights**

The rights granted to You by these conditions are personal. Apart from as set out in clause 13, neither of us can transfer or grant any of these rights to anyone else without the permission, in writing, of the other. This permission must not be unreasonably withheld or delayed.

We shall be entitled to sub-contract any or all of our obligations under these conditions to a sub-contractor. If we do so, we shall be responsible for the acts and omissions of the sub-contractor to the same extent as if we had carried out the obligations.

### **14. Business transactions**

In the event that JS Management goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, users' personal information may be part of the assets transferred. Users will be notified via email and a prominent notice on our website for 30 days prior to a change of ownership or control of their personal information. If as a result of the business transition, the users' personally identifiable information will be used in a manner different from that stated at the time of collection they will be given choice consistent with our notification of changes section.

### **15. Deciding whether to enforce rights**

If either of us fails to exercise any right or solution available under these conditions, any failure or delay will not prevent either of us from relying on those rights or solutions in the future.

### **16. Entire agreement**

These conditions are the whole agreement between both of us. They take the place of all previous negotiations, understandings and representations.

Other than our rights under the heading 'Services', these conditions may only be changed in writing, signed by both of our authorised representatives. This does not apply if either of us agreed to these conditions as a result of the other side's fraudulent misrepresentation.

If these conditions conflict with any other terms available on the website at any time (including but not limited to the terms of use), these conditions will apply. In this document, references to 'conditions' will include any changes that we make to these conditions.

### **17. Removing conditions**

If a court finds any part of these conditions to be invalid, it will be deleted and the rest of these conditions will stay in full force.

## **18. Law**

These conditions will be governed by English law. We both agree that the courts of England will have the power to settle any disagreement that may arise out of, under, or in connection with these conditions.

## **19. Notices**

All notices must be in writing and sent by recorded-delivery post, fax or e-mail. If we write to You, we will use the address, fax number or e-mail address that You gave in Your application to receive the services. You can write to us at the address shown on the website if this is the address of our registered office.

All notices are considered to have been received:

- two working days after being posted if posted to the correct address;
- one hour after being sent if sent by fax to the correct fax number;
- one hour after the person it is addressed to starts work if sent by fax outside their normal working hours; and
- when a receipt notice is received if sent by e-mail to the correct e-mail address.

If You or we send a notice by fax, the original fax must be put in the post on the same day that the fax is sent.

## **20. Third-party rights**

Only You and we have legal rights under these conditions. Under the Contract (Rights of Third Parties) Act 1999, no-one else will be able to enforce any part of these conditions.

## **21. Privacy policy**

Our privacy policy applies to the website and the services.