

## Conditions you need to be aware about when using our website

1. We (Motoring Insight) provide the website [www.mtin.co.uk](http://www.mtin.co.uk) We are a limited company registered in England and Wales (registration number 08382290) and our registered office Swiss House, Beckingham Street, Tolleshunt Major Essex, CM9 8LZ.

For the purpose of these conditions, the term 'website' refers to [www.mtin.co.uk](http://www.mtin.co.uk) the database on [www.mtin.co.uk](http://www.mtin.co.uk) and any other website we may own or run from time to time that links through to these conditions

2. We legally own a wide range of intellectual property rights used in and relating to this website, including:

a. the business-listings directory database ('the database') which you can get access to using this website;

b. the design, text, graphics, articles, blogs and other content of the web pages on this website, together with all the web addresses associated with those web pages, other than those which we use under licence;

c. in all the software used in relation to this website, other than that which we use under licence.

3. If you log on to or use any part of the website you agree to these conditions. If you do not want to agree to these conditions, do not log on to or use this website.

4. We may change these conditions at any time without giving you notice. Please check these conditions from time to time for any changes. By continuing to use the website you agree to all the changes we make to these conditions.

5. [www.mtin.co.uk](http://www.mtin.co.uk) allows you to search for services and to Contact the organisations that provide these services. You are allowed to use the website and the results of any search you carry out on the website for this purpose unless this is not allowed under these conditions.

6. We may limit your access to some parts of the website depending on whether you have advertised with us. Please do not tell other people your log in, password or any other piece of information that is part of our security procedures. We take steps to prevent people misusing the website and to make sure that our rights are not affected. You are responsible for the content of any material provided using your log in details and password.

You must notify us immediately if your log-in details and /or password are used without your permission.



We have the right to disable any account if, in our absolute discretion, you have failed to comply with these conditions, including if your display name is inappropriate in any way.

7. We process information about you in line with our privacy policy. By using the website, you agree to the way in which we process your personal information.

8. You cannot use the website:

- a. for any unlawful purpose
- b. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to motortrades; or the motortrades group of companies;
- c. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- d. to provide any kind of commercial information service;
- e. as a source of material or contact data for any kind of marketing activity;
- f. to tamper with, update or change any part of the website;
- g. in a way that affects how it is run;
- h. in a way that imposes an unreasonable or disproportionately large burden on our communications and technical systems as determined by us;
- i. Using any automated means to monitor or copy the website or its content, or to interfere with attempt to interfere with how the website works.

9. Please choose carefully any information you post on the website, as it will be available for public viewing. By providing any material to the Website, and for us to be able to use it, you confirm you and the material comply with all obligations set out in these conditions, and in particular that:

- a. your material is your own original work or you are authorised to provide it to the website;
- b. your material is not defamatory (that is, it does not damage someone's good reputation), does not contain any material which is harassing, threatening, obscene, offensive, hateful, abusive
- c. your material does not take away or affect any other person's privacy rights, contract rights or any other rights, and does not otherwise break any laws of England and Wales;
- d. your material complies with our Terms and Conditions
- e. your material does not promote any illegal activity or discrimination;
- f. that you have the right to give us permission to use it for purposes specified above and that such use will not infringe the copyright, database right, trade mark, privacy or other rights of a third party;
- g. your material is not in any way liable to mislead others or otherwise be detrimental to or inconsistent with our good name or reputation;
- h. your material does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of the website;
- i. if your material is intended to promote your own business or services, you will clearly and openly state your association with the particular business;
- j. you will not falsify or delete any author attributions, legal or other proprietary notices, designations or labels; and
- k. your material does not contain any form of mass-mailing or spam.



10. We have the right to

- a. reject or refuse to post any material you have provided;
- b. remove any material from the website, whether or not the material goes against any of these conditions; or
- c. restrict, suspend or stop your access to all or any part of the website at any time

11. We will usually display your name with your material on the website, unless you ask us not to (as long it is possible to do this). We may need to contact you for administrative purposes or to make checks on your material.

For full details of when and how we may contact you, please see our privacy policies

12. If you do not want to grant us the permission set out above on these Terms, please do not provide any material to the website. We do not edit, pre-vet or review any third party material displayed on the website. We operate a notice and take down procedure regarding such material. If you believe that any comment or review does not comply with the requirements set out, please notify us immediately. We will then review the material and where we deem it appropriate, remove the material within a reasonable time.

Please be aware of the following:

- a. You use the website at your own risk.
- b. We advise you to make sure you are satisfied with the exact type and nature of goods or services being offered by any organisations you search for using the website. We also recommend that you check the qualifications of people, companies and organisations offering the goods or services.

We are not an agent for and do not give guarantees for these organisations or their goods and services.

c. You should not rely on the website for advice.

d. The website contains hyperlinks to websites run by companies other than mtin.co.uk

We do not control, and are not responsible for, any other websites made available from or through the website. We do not give any guarantees about their content or how they work. You access and use these sites at your own risk and will need to keep to any conditions of use that apply to those sites. We do not approve or sponsor any products, services or content you access or buy through these websites.

13. As far as the relevant laws allow, neither we nor any other members of our group of companies, shareholders, officers (collectively, Motoring Insight shareholders, officers, shareholders, staff or other organisations connected to us (collectively, 'Motoring Insight Personnel') give you any guarantees that:

- a. there will be no problems with how you use the website; or
- b. the computer or server you use to log on to the website is free of viruses or other harmful programmes.

14. Under no circumstances will the Motoring Insight Personnel or any other organisation involved in creating, producing, maintaining or distributing the website be liable for any loss of:

- a. profits; b. business or business opportunities; c. savings you expect to make; d. goodwill; e. use of corrupted information;
- f. information.



15.If we do not keep to these conditions, we will only be liable for losses you have suffered as a direct result. We are not liable to you for any other loss whether they are because we have not kept to our obligations or contract, because of something we have not done, due to defamatory statements or liability for a product or otherwise as a result of:

- a.using or relying on the website;
- b.not being able to use the website;
- c.any mistake, fault, failure to do something, missing information, or virus on the website or if it does not work properly because of incidents outside of our control such as (but not limited to) interruptions to communication and networks and circumstances beyond our control;
- d.theft, destruction of information or someone getting access to our records, programs or service without our permission;
- e.goods, products, services or information received through or advertised on the website or any links provided by the website any information, data, message or other material which you e-mail, post, upload, reproduce,send, or otherwise distribute or receive using the website.

16.These conditions make up the whole agreement between you and us in how you use the website. If a court decides that a condition is not valid, the rest of the conditions will still apply.

17.The laws of England and Wales apply to your use of the website and these conditions. We control the website from within the United Kingdom. However, you can get access to the website from other places ,around the world. Although these places may have different laws from the laws of England and Wales, by using the website you agree that the laws of England and Wales will apply to everything relating to you using the website and you agree to keep to these laws. We have the right to take you to court in country you live in. You acknowledge that we do not have a duty to publish any material you have provided

