



# Terms and Conditions

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## CAP MOTOR RESEARCH LIMITED VALUATION ANYWHERE PRODUCT – ADDITIONAL TERMS & CONDITIONS

All defined terms set out in these online terms and conditions (“Terms & Conditions”) shall have the same meaning as they have in Your Contract with CAP, unless (and only to the extent that) the context otherwise permits.

These Terms & Conditions are in addition and supplemental to (and do not replace) the terms and conditions of Your Contract with CAP. Please read these Terms & Conditions in conjunction with the terms and conditions of Your Contract.

Your Contract with CAP is (and the terms and conditions of Your Contract are) identifiable by Your Subscriber ID (defined below). Your User ID (defined below) comprises a unique login and password, issued by CAP, which allows CAP to control and monitor Your entitlement to access and make use of the Valuation Anywhere Product and also provides a link to your Subscriber ID.

You have requested access to the “Valuation Anywhere Product”. The Valuation Anywhere Product is a CAP Product which enables You to retrieve vehicle valuation and information containing CAP Data and CAP Software via the Internet or a mobile phone.

- 1. Contract Terms.** CAP is prepared to provide You with access to the Valuation Anywhere Product on the terms and conditions set out in Your Contract, as amended by these Terms & Conditions, and in accordance with Your Order for the same. For the avoidance of any doubt, the terms and conditions set out in Your Contract shall continue in full force and effect in connection with the provision of all CAP Products to You, including the Valuation Anywhere Product. These Terms and Conditions are incorporated into Your Contract and You are deemed to accept these Terms & Conditions as a written variation of Your Contract by confirming Your agreement to them when using the Website and/or Your continued use of the Website.
- 2. CAP Product.** For the purposes of Your Contract the Valuation Anywhere Product shall constitute and be regarded as a CAP Product for each Condition of Your Contract except only Condition 7 (Subscription). Payment for the Valuation Anywhere Product is not included in Your Subscription, which is paid by You in order to receive all other CAP Products and (if applicable) CAP Services specified in Your original Order. Payment for the Valuation Anywhere Product is separate from Your Subscription and is made by way of ‘Valuation Credits’ pursuant to these Terms & Conditions.
- 3. Condition of Use.** It is a condition of Your use of the Valuation Anywhere Product that at the time You make any use of the Valuation Anywhere Product You have in place a valid Subscription for certain qualifying CAP Products (such qualifying CAP Products being determined by CAP from time to time). CAP will provide notification from time to time of, and otherwise notify You upon reasonable request, which CAP Products constitute qualifying CAP Products for these purposes. If You no longer have in place a valid Subscription then Your entitlement to use the Valuation Anywhere Product shall (at CAP’s discretion) either be cancelled or suspended and any outstanding Valuation Credits You may have at that time will, unless CAP expressly agrees otherwise in writing, automatically expire.
- 4. Access & Use of the Valuation Anywhere Product.** You can access the Valuation Anywhere Product from the following URL (or its replacement and/or successor from time to time): <http://www.valuationanywhere.co.uk> (“the Website”). Your use of the Website shall be subject to the terms and conditions set out in Your Contract as amended by these Terms & Conditions. Access to the Website requires an additional registration with a login and password issued by CAP and maintained by You which includes reference to either an email address or a mobile phone number (“User ID”) and includes a reference to the Subscriber ID (“Subscriber ID”) which identifies Your Contract and the Subscriptions to all of Your CAP Products. The User ID shall be unique to You and it is Your responsibility to ensure that it is up to date at all times and not divulged to any third party. You accept and agree that You have full responsibility for maintaining the confidentiality of Your User ID and are fully responsible for all activities that occur through, using or with reference to Your User ID. You agree to (a) immediately notify CAP if You become aware of any unauthorised use of Your User ID (or related Subscriber ID) or any other breach of security by sending an appropriately worded email to: [valuationanywhere@cap.co.uk](mailto:valuationanywhere@cap.co.uk) and (b) ensure that You exit from Your Website account at the end of each session. CAP cannot and will not be liable for any loss or damage arising from Your failure to comply with these requirements.
- 5. Valuation Credits.** In order to make use of the Valuation Anywhere Product You must have an allocation of pre-paid ‘Valuation Credits’. Valuation Credits are only available from CAP and must be purchased from the Website. CAP may provide You with promotional Valuation Credits free of charge from time to time at its sole discretion. Subject to Section 3 of these Terms and Conditions, pre-paid Valuation Credits expire twelve (12) months from the date of purchase and promotional Valuation Credits will expire at the end of a period specified by CAP from the date of allocation (usually 1 or 2 months, depending on the promotion). Unless CAP expressly agrees otherwise in writing, all Valuation Credits are non-refundable and are not transferable, nor can they be extended if unused. The cost of a single Valuation Credit will be set out on the Website at the time of purchase. CAP shall use reasonable endeavours to notify You in advance of any proposed changes to the price of a Valuation Credit.

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- 6. Use of Valuation Credits.** CAP shall endeavour to ensure that all Valuation Credits will be used in order of their expiry date giving You the longest possible time to utilise all of Your Valuation Credits.

A Valuation Credit is used when You: (a) click on the 'confirm' button after a vehicle has been identified following a 'Vehicle Registration Mark' look-up or following the selection of a vehicle by the CAP selection list; or (b) You click on the 'confirm' button to revalue a current vehicle following the end of the calendar month in which the original or previous value for that vehicle was obtained; or (c) You submit a valuation request via SMS or E-Mail for a vehicle that has not previously been valued or where it was originally (or previously) valued in a previous calendar month.

A Valuation Credit will not be used when You: (a) revalue a previously valued vehicle during the same calendar month in which the original or previous value for that vehicle was obtained; or (b) a CAP ID cannot be matched to the vehicle.

All disputes as to whether a Valuation Credit has been used or not shall be determined by CAP acting in its reasonable discretion.

- 7. Intellectual Property.** Without prejudice to Condition 6 of Your Contract (Intellectual Property) all intellectual property rights (including without limitation copyright and database right) in the Website are and shall remain at all times the property of CAP or its licensors.
- 8. Variation.** Notwithstanding Condition 10.1 in Your Contract, CAP shall be entitled to vary the provisions of these Terms and Conditions from time to time, with variations becoming effective immediately upon the posting of them on the Website and/or notification of the same to You by e-mail or SMS message. Your continued use of the Website and the Valuation Anywhere Product shall be deemed to constitute Your acceptance of all such variations.
- 9. Governing Law.** For the avoidance of any doubt Your Contract, as amended by these Terms & Conditions, shall be governed by and interpreted in accordance with English law and CAP and You submit to the exclusive jurisdiction of the English courts.