# GENERAL TERMS AND CONDITIONS FOR THE USE OF CAR HISTORY SERVICE

## **Article 1 - General Provisions**

These general terms and conditions (hereinafter referred to as "GTC") govern the mutual business relationship specified by the Contract or electronically accepted order between Cebia, spol. s r.o., with its registered office at Vyskočilova 1461/2a, 140 00 Prague 4, ID: 18628443 (hereinafter referred to as "Cebia") as the exclusive operator of the websites for vehicle history verification and the Car History application for Registered Users (hereinafter referred to as the "Service") and the person who has used or is using access to the Cebia Service (hereinafter referred to as the "User").

The Service is provided by Cebia to Unregistered Users through the website operated at <a href="en-cebia.com">en.cebia.com</a> and for Registered Users at <a href="www.cebianet.com">www.cebianet.com</a>, continuously 24 hours a day, except for short technical outages necessary for regular system maintenance.

#### Article 2 - Definitions

**User:** A person authorized to access information provided by the Service. Users can be unregistered or registered:

- a) Unregistered User: Any Internet user.
- b) Registered User: A User who has entered into a Contract with Cebia for the Service and is allowed to register their User account within the Service, linked to the email address and password they created.
- Report ID: A numerical code that authorizes the User to access the Service Report. An unactivated (unused) Report ID is generally valid for 1 year from the date of issue unless otherwise specified.

**Report**: A Car History Report of a vehicle containing a summary of information for the given VIN.

## **Article 3 - Vehicle History Verification Service**

Every User can use the paid Services provided by Cebia and create an Order for the Service using the online form on the Cebia website or through another available Service that allows, for example, batch or automated communication with Cebia or one-time inquiries through a technical account, comparable in scope and logic to inquiries through the online web inquiry form.

An inquiry into the Service (hereinafter referred to as the "Order") is made by the User by entering the Vehicle Identification Number (hereinafter referred to as "VIN").

The legal relationship between Cebia and the User arises at the moment of confirming the VIN in the Order or paying for the Service, initiating the search for information for the given VIN.

The Service is divided into a free and a paid part.

The free part is freely accessible to any Internet user and allows them to see the general scope of information that can be verified for the given VIN in the Order.

The Report is provided to the User only after the User pays the fee according to Article 7. Subsequently, the Report is made available through an active link in electronic communication for Unregistered Users or on the User account for Registered Users for a maximum of 30 calendar days from the first display of the Report. The link to the Report is delivered in the case of email delivery at the moment of its receipt on the incoming mail server.

Viewing the information is considered the provision of the Report. The User is entitled to use this Report in its entirety only for their own needs, and further dissemination or modification without Cebia's consent is prohibited. Cebia also allows the Report to be saved on a permanent medium in the User's device in PDF format.

All information provided in the Report is for informational purposes only and does not include data that would meet the characteristics of personal data.

Cebia provides the User with electronic data recorded at the time the Report is initiated based on the Order. The date and time to which the Report is valid is always stated in the Report itself.

After the term specified in this article, the Report will no longer be accessible to the User, and it will not be possible to save the Report in PDF format. If the User wants to receive data about a specific VIN again, they will need to order and pay for the Report again.

Entering the vehicle's VIN can only be done once for one Report ID.

## Article 4 - Types and Scope of Information

The Service provides the User with a summary of available information from the vehicle's history (e.g., the timeline of the odometer reading, year of manufacture, service records, damage records, whether the vehicle is subject to financing or registered as stolen, and other information about the vehicle such as a guide for basic vehicle identifier checks or technical description of the vehicle).

The scope of the provided information is not constant for different queried VINs and may not be constant even for repeated entries, i.e., queries for the same vehicle. The scope of the provided information always depends on its availability at the time of the query.

Cebia is not responsible for damages related to the accuracy, truthfulness, and completeness of the provided information.

Cebia is not responsible to the User in cases where the provision is prevented by an extraordinary, unforeseeable, and insurmountable obstacle arising independently of Cebia's will or due to the malfunction of national and international Internet connections or the malfunction of the Internet systems or Internet connection of the orderer.

Cebia is not responsible for decisions made by the User or strategies applied by the User based on the obtained information in the Report or resulting from the use of the provided information. Cebia is not responsible for any damage, loss, costs, or other claims arising from unauthorized or unreasonable use of the information and data from the Report.

The User accepts full responsibility for their decisions regarding the purchase or rejection of the purchase of the verified vehicle based on the information contained in the Report. If there are any doubts about the information presented in the Report, the User should verify them. Cebia always recommends conducting a physical inspection of the vehicle in any case before making a decision regarding the purchase of the vehicle.

No recommendations in the Report or on the Cebia websites or any information presented here can be understood as a proposal, request, or recommendation to purchase, lease, or acquire other rights to use the vehicle mentioned in the Report.

## Article 5 - Origin of Provided Information

The User acknowledges that:

- Cebia collaborates with partners to provide the maximum possible amount of information about the queried vehicles - i.e., entities primarily from Europe and the USA. Partners, due to their professional activities, work with vehicle information that corresponds in quantity and nature to the content focus of the Service and provide this information to Cebia continuously. These are mainly companies from the field of car services, vehicle dealers, leasing companies, insurance companies, and other companies operating in the automotive industry;
- Cebia informs the User that the information provided to the Service by Cebia's partners was provided without the possibility for Cebia to verify its completeness and accuracy and that Cebia is bound by confidentiality obligations. Databases are continuously supplemented depending on cooperation with Cebia's partners. Cebia is not responsible for errors or deficiencies in the data stored in the Service databases, nor for their completeness. Neither Cebia nor its partners are responsible for damages that may arise directly or indirectly to the User or third parties as a result of or in connection with the use of the Service;
- verifying vehicle identifiers using the information provided in the Service does not guarantee that the vehicle itself is not affected by illegal actions of a third party, resulting in the alteration of the vehicle's identifiers.

## **Article 6 - Customer Support**

Customer support is an advisory service provided to Service Users at the email address: mailto: info.en@cebia.cz on working days from 8:00 to 16:30.

## Article 7 - Fees and Payment Terms for the Report

The Unregistered User agrees to pay the Service fee always before the Report is provided, cashlessly through a third-party payment system (referred to on the Cebia websites), with the payment obligation being fulfilled by crediting the amount to Cebia's bank account or the third-party payment system.

Prices for Services for Registered Users are agreed upon in the Contract without VAT, which will be added at the statutory rate, with

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payment being made in the amount and due date stated on the tax document issued by Cebia.

The User agrees to the electronic distribution of tax documents according to the current version of the VAT Act.

#### **Discounts**

If the User has a discount code, they can use it when purchasing the Service. Cebia cannot be held liable for discount codes with a limited validity period or discount codes whose validity has expired. If the User has made a payment for the Service without using a discount code, even though they own such a code, they cannot claim the subsequent use of the discount from Cebia. The use of multiple discount codes for the purchase of one Report is not possible, nor can a discount be applied to already discounted Reports or combined discounts, nor can a discount be claimed for the purchase of a Service for which no discount has been announced.

# Article 8 - Processing of Personal Data and Sending Commercial Communications

Cebia provides products and services that are continuously adapted to the needs of the motoring public while respecting the privacy of its customers to the maximum extent. In connection with the provision of products and services, Cebia processes personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and sends commercial communications within the meaning of Act No. 480/2004 Coll., on certain services of the information society.

Personal data processed by Cebia include, in particular, email contact, information identifying the device or person associated with the use of the device, such as IP addresses or cookie identifiers.

The User acknowledges that Cebia has the right to send commercial communications offering its own or similar products and Services during the validity of the Report, until the User expresses disagreement

Further information regarding the processing of personal data at Cebia is provided in the Privacy and Personal Data Protection Policy document. The current version of this document is available on the websites <a href="mailto:en.cebia.com">en.cebia.com</a> or <a href="https://www.cebianet.com">www.cebianet.com</a>.

# Article 9 - Final Provisions

The Terms and Conditions (T&C) are valid and effective from the date of publication on en.cebia.com and <a href="www.cebianet.com">www.cebianet.com</a>. The wording of the T&C may be continuously modified, with the valid wording being the one that the User agreed to by making a binding Order and payment for the Service.

An unregistered user in the position of a consumer has the right to withdraw from the Contract concluded remotely within fourteen days from the date of conclusion of the Contract – by making the payment for the Service. An unregistered user in the position of a consumer expressly requests Cebia to provide the service within the period in which the Civil Code allows them to withdraw from the Contract, as Cebia usually provides the Service within this period. If the Service was provided to the unregistered user by Cebia within this period, the unregistered user does not have the right to withdraw from the Contract within this period. Other rights of the unregistered user to withdraw from the Contract are not affected.

Relationships and any disputes that arise will be resolved exclusively according to the laws of the Czech Republic and will be resolved by the competent courts of the Czech Republic.

Disputes can also be resolved out of court. In such a case, the User can contact an out-of-court dispute resolution entity, such as the Czech Trade Inspection Authority, or resolve the dispute online through the designated ODR platform.

Before proceeding to out-of-court dispute resolution, Cebia recommends that the User first use the contact with Cebia to resolve the situation.

These T&C were published on February 28, 2025, and are valid and effective from this moment

Further information can be found at: en.cebia.com www.cebianet.com

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