

GENERAL TERMS AND CONDITIONS FOR THE USE OF CAR HISTORY SERVICE

Introductory Provisions

These General Terms and Conditions govern the business relationship between Cebia, spol. s.r.o. (hereinafter referred to as the Operator) as the exclusive operator of the Car History service (hereinafter referred to as the Service) and the User. The Service provides the User with a summary of available information about a given vehicle and the information necessary for a basic check of its identifiers. All the information provided to the User are of an informative nature only and they do not include any data that would qualify as personal data.

Article 1 - Definition of Terms

User - the person using the Car History Service.

Car History Report - the result of vehicle inspection in the paid part of the Service.

Report ID - a code that gives the User an access to the paid part of the Service.

Article 2 - Car History Service

The Service is accessible to the User via the Internet at www.cebia.com 24 hours a day, except for short-term technical disruptions necessary for regular maintenance of the Service. The User enters a VIN (Vehicle Identification Number) of the vehicle to request the vehicle check. The provision of the vehicle check is a paid service according to the price indicated on the website valid on the date of ordering the Service. The User is entitled to utilize the provided information in its entirety for his/her own use only. Its further distribution or modification without the consent of the Operator is prohibited.

Article 3 - Users and Access

The Service is divided into a non-paid and a paid section. The non-paid section is freely accessible to anyone with an Internet access and it allows the User to find out the extent of available information on the vehicle in question. The paid part makes it possible to access all the available information. Access to the paid part of the Service is conditional on entering a Report ID. The Service allows repeated entries of Report ID - for a period of 30 days after the purchase of the Service. Only one vehicle VIN code can be entered per one purchased vehicle check.

Article 4 - Types and Scope of Information

Car History Report:

The Service provides the User with a summary of available vehicle history information (e.g., odometer history, year of manufacture, service records, damage records, etc.), check of the vehicle in a database of stolen vehicles, financing checks, and information needed for a basic check of vehicle identifiers. The scope of the information provided is not constant for the different vehicles queried and may not be constant even with repeated entries, i.e. queries on the same vehicle. The scope of the information provided always depends on its availability at the time of the query and is specified in the summary of available information displayed in the non-paid part of the Service.

Cebia REPORT Certificate

In the paid part of the Service, it is possible to create a Cebia REPORT Certificate, which provides the User with a vehicle rating in the following five categories:

a) **Year of manufacture** – consists of determining the actual year (possibly the actual month) of vehicle manufacture. By comparing the year of manufacture of the vehicle and the year of its first registration, it is possible to determine the period of storage at the manufacturer's site before the vehicle's first sale.

(b) **VIN** – consists of determining whether the VIN composition is correct, whether the VIN contains only permitted characters and whether the VIN contains typical sequences of characters that are unique to the vehicle manufacturer, make and model. The Service also checks whether the VIN contains a check digit and, if so, whether it corresponds to the VIN being checked.

c) **Theft** – consists of checking whether the vehicle is registered as stolen in the registers of stolen vehicles of the Police of the Czech Republic and the Police of the Slovak Republic (the register of stolen vehicles of the Police of the Slovak Republic is checked and the result is displayed on the Certificate only if the User resides in the Slovak Republic).

d) **Financing** – consists of checking whether the checked vehicle is kept in the property of selected leasing companies.

e) **Odometer status** – it consists of mathematically analysing the logged records of odometer readings of the inspected vehicle, creating a mathematical model of the mileage and its comparison with the actual odometer reading on the vehicle and the age of the vehicle. The result is a report specifying whether there is a suspicion of an unauthorised change in the vehicle's odometer.

The overall rating of the vehicle is determined by the number of stars - according to the internal methodology of the Operator and based on the above criteria the vehicle is assigned 0 - 5 stars. The more stars, the better the vehicle rating.

Article 5 - Origin and Credibility of the Information Provided

The User acknowledges that:

- the Operator works with its Partners to provide as much information as possible on the queried vehicles. The Partners, by virtue of their professional activity, work with vehicle information that correspond in quantity and nature to the content of the Service and provide this information to the Operator on

an ongoing basis. These are mainly companies from the field of car service, vehicle dealers, leasing companies, insurance companies and other companies operating in the automotive industry.

- the Operator informs the User that the information provided as part of the Service have been provided by the Operator's Partners without the Operator's ability to verify their completeness and 100% accuracy and that the Operator is bound by an obligation of confidentiality. The databases are continuously updated depending on the cooperation with the Operator's partners. The Operator shall not be liable for any errors or omissions in the data stored in the databases of the Service, nor for their incompleteness. Neither the Operator nor its partners shall be liable for damages incurred by the User or third parties directly or indirectly because of or in connection with the use of the Service.

- Verification of vehicle identifiers using the information provided in the paid part of the Service does not guarantee that the vehicle itself is not affected by any unlawful alteration of the vehicle identifiers by a third party.

Article 6 - Customer support

Authorised users of the Service can contact and consult with the Service's customer support at the following e-mail address: info.en@cebia.com. The customer support is available during working days between 8.00 a.m. and 4.30 p.m CET.

Article 7 - Payment

Payment for the Service is made electronically via the Internet.

Discounts

If the User has a discount code, he/she may use it when making a purchase. Discount codes with a limited validity period or expired discount codes cannot be refunded by the Operator. If the User has made a payment for the Service without using a discount code, even though the User has such a code, the Operator cannot be held liable for the User's payment of the full price. The simultaneous use of multiple discount codes for the purchase of the Service is not possible, nor is it possible to apply a discount to an already discounted Service, nor to claim a discount for the purchase of a Service for which no discount has been made available.

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

Cebia provides products and services that are constantly adapted to the needs of the motorist audience, while respecting the privacy of its customers to the greatest extent possible. By giving consent to the processing of personal data and the sending of commercial communications, Cebia can offer tailor-made products and services. Consent is granted within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons regarding the processing of personal data and their free movement according to Act No. 480/2004 Coll. on certain Information Society Services.

By agreeing to these General Terms and Conditions, the User grants Cebia, as the data controller, consent to process, including by automated means, the personal data provided until such consent is revoked. This is for the purpose of identifying relevant needs and providing appropriate commercial offers and communications. The personal data that will be processed based on this consent include email contact, information identifying the User or the device from which the User accessed the Service, such as IP addresses or cookie identifiers. This consent is given voluntarily by the User and can be revoked at any time, in the manner indicated in the individual commercial communications or by registered letter to the address of Cebia's headquarters. The User acknowledges that, even without giving this consent, Cebia has the right to send commercial communications offering its own products and services for a period of 30 days after the purchase of the Service, until the User disagrees.

Further information regarding Cebia's processing of personal data is set out in the Privacy and Personal Data Protection Policy. The current version of this document is available at www.cebia.com.

Article 9 - Final Provisions

The General Terms and Conditions are valid and effective on the date of publication on www.cebia.com. The wording of the General Terms and Conditions may change from time to time, provided that the valid wording is that agreed by the User by making a binding order and payment for the Service. The User in the capacity of a consumer has the right to withdraw from the contract concluded by distance mode within fourteen days from the date of conclusion of the contract - by making payment for the Service. The user in the capacity of a consumer shall expressly request the operator to provide the Service within the period within which the Civil Code allows him to withdraw from the contract, as the operator normally provides the Service within this period. If the Service has been provided to the User by the Operator within that period, the User shall not have the right to withdraw from the contract within that period. The User's other rights of withdrawal are not affected.

Relationships and any disputes that arise shall be governed exclusively by the law of the Czech Republic and shall be resolved by the competent courts of the Czech Republic.

Any disputes may also be settled out of court. In such a case, the user may contact an out-of-court dispute resolution entity, such as the [Czech Trade Inspection Authority](#), or resolve the dispute online via the dedicated [ODR platform](#). Before proceeding to an out-of-court dispute resolution, the

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operator recommends that the User first contact the Operator to resolve the situation.

These General Terms and Conditions were published on 1 March 2022 and are valid and effective from that date.

Further information can be found at:

www.cebia.com

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