

The public offer is posted on the Internet at **car-auction-guide.com** (hereinafter referred to as the "Website") by the requirements of the Civil Code of Ukraine (Art. 641). If an individual (hereinafter referred to as the "Client") performs actions that prove its acceptance, the document is obligatory for execution by the "Client" and the "Contractor". Total and unconditional acceptance of the offer is a payment by the "Client" for the services of the "Contractor». It is equivalent to the conclusion of an agreement on the conditions outlined in the offer.

1. DEFINITION OF TERMS

1.1 "Client" is an individual who has entered into an agreement with the "Contractor" and accepts all conditions in the Agreement.

1.2 "Acceptance" is consent to the conclusion of the Agreement on the terms put forward, "Client» unconditionally accepts the terms of the offer.

1.3 "Offers" is the offer of the "Contractor" for an individual to conclude Agreement for the provision of services (hereinafter referred to as the "Agreement") by the offered terms.

1.4 "VIN" is the vehicle's unique identification number, which consists of 17 digits and is assigned to each vehicle individually: cars, trailers, and motorcycles.

2. SUBJECT OF THE CONTRACT

2.1 The Public Agreement is considered concluded between the parties - the "Client" and "Contractor" from the moment the "Client" agreed to conclude an Agreement for the proposed conditions accepted all the provisions and annexes to the Agreement without exceptions.

2.2 On the terms and in the manner provided for in this Agreement, the "Contractor" undertakes to provide the "Client" with services in electronic form relating to the anonymizing of the Vehicle History, which usually includes the following intelligence:

- Removing certain webpage from the website, including info about VIN, photos, and other related information about the vehicle.

The "Contractor" also provides other services through the virtual interface of the "Website" (hereinafter referred to as the "Services") to the "Client" who accepts the Services and pays for them on terms of this Agreement by the current legislation of Ukraine.

2.3 The "Contractor" provides the Services under this Agreement by the rules of current Ukrainian legislation and agreements of the Parties. Terms cooperation suggests that the "Contractor" may be involved in collecting necessary information and provision of other services of third parties if there is a need.

2.4 It is considered that the "Client" has accepted all the terms of this Agreement without exception and in full if it performs any actions on the portal. "Client" has no right to use the services of the "Website" resources if they do not agree with any provision of the Agreement.

2.5 A list of services provided by the "Contractor".

2.6 "Contractor" only collects all available information, combines data, and provides them in full to the "Client" as far as possible. Therefore, the "Contractor" is not responsible for how complete the information is presented in the car's history.

2.7 The amount of information specified in clause 2.2 of this Agreement may be less.

The "Contractor" notifies the "Client" about this. It is connected with the brand of the vehicle, manufacturer, place, and year of manufacture of the car. Circumstances preventing the entire collection of information do not depend on "Contractor" and "Website" resource.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 "Contractor" undertakes:

3.1.1 Provide the Services specified in this Agreement within the noted timeframes, qualitatively, in full.

3.1.2 Provide the "Client" with information relating to this Agreement, documents reflecting the results providing the Services, and conducting the process itself via electronic communication.

3.1.3 Notify the "Client" if circumstances arise because the "Contractor" cannot or will soon not be able to meet deadlines, provide quality and fully provide the Services under this Agreement.

3.1.4 This Agreement's relationship with the "Client" shall be kept secret from third parties. Confidentiality can only be violated in cases where due to the current legislation of Ukraine.

3.2 "Contractor" has the right:

3.2.1 To make changes to the site services.

3.2.2 To store and process personal data of the "Client".

3.2.3 Temporarily or entirely stop the operation of the site services from conducting preventive work.

3.2.4 Unilaterally, without prior notice to the "Client", change the terms of this Agreement by publishing all accepted changes on the website. Publication date changes are within the first 15 calendar days from the date of their approval.

3.2.5 Do not provide Services to the "Client" if he improperly performs promises subject to total fulfillment under this Agreement.

3.2.6 Not responsible for the consequences of illegal use of the services web resource by third parties if there is no fault of the "Contractor".

3.3 "Client" undertakes:

3.3.1 To provide complete and accurate information so that the "Contractor" can offer quality services.

3.3.2 To pay for the Services by Section 4. Terms of Provision and Payment services of this Agreement.

3.3.3 Exactly follow the legal requirements of the "Contractor", if necessary, for the proper execution of this Agreement.

3.3.4 Be fully responsible for all activities carried out on the site "Website".

3.3.5 Do not illegally use the services of the "Website" resource.

3.3.6 Each click and request made on the "Website", "Client» confirms that they agree with the terms of this Agreement.

3.4 "Client" has the right:

3.4.1 To receive the Services in a quality manner and on time under this Agreement.

3.4.2 To obtain from the "Contractor" reliable and complete information about the rendered Services.

3.4.3 To be additionally informed by the "Contractor" about additional received materials, providing information about services.

3.4.4 Only personally use the information received from the "Contractor» under the terms of this Agreement: information, materials. Forbid them, copy, reproduce, repeat, and sell.

3.4.5 To keep the confidentiality of all information under this Agreement, do not disclose the relationship with the "Contractor" unless there are cases for Ukrainian legislation.

4. TERMS OF PROVISION AND PAYMENT FOR SERVICES

4.1 You can receive the Service if the Client's electronic device has a connection to Internet and installed one or more browsers that he uses to access the Internet: Opera, Mozilla Firefox, Internet Explorer, etc. It is essential to check support for JavaScript and cookies.

4.2 "Client" checks the connection to the Internet, then enters the site "Website" and generates a request indicating the VIN code of the vehicle about which they wish to receive information.

4.3 The "Contractor" checks free of charge according to the VIN code indicated by the "Client".

4.4 Several options for the response of the "Contractor" to the request of the "Client":

4.4.1 Web page on the car's history: how it was operated, how much it was owned. And a link with possibility to hide the webpage from the "Website".

4.4.2 Notification that there is no information about the vehicle you are interested in "Client". Please enter other information about the car being checked, which can be relied upon for verification.

4.5 When the "Client" enters an invalid VIN code, the Service is not provided to them, about which all clients are informed by additional information on the site. Additional fees for "Client" is not provided, and no fee is charged.

4.6 The "Client" enters a valid VIN, but the "Contractor" cannot find a valid vehicle and reliable information about it, which means that the service fee also not charged.

4.8 The "Client" pays for the Vehicle webpage removal through the interface on the "Website".

4.9 The cost of the Service is calculated on the "Website" and is presented here in a separate window that appears after the free verification of databases.

4.10 Payment is made via the Internet using external electronic payment systems.

4.11 This Agreement indicates the settlement account of the "Contractor", to which, with the help of a bank card, the "Client" transfers a certain amount of money for rendered services (non-cash payment).

4.12 External independent service providers establish rules by which detailed payment procedures are.

4.13 Using the electronic payment system, receive the Services:

- choose the type and option of the Service;
- provide the e-mail used when receiving the Service;
- "Customer" confirms the order.

4.15 Payment has been made, and the "Client" has been provided with information on the VIN code means that the "Client" has access to the "Website". Here they will be presented with the result of their Services. It takes seconds to minutes or hours to prepare the result of the Service.

5. RESPONSIBILITIES OF THE PARTIES

5.1 The parties are liable for non-fulfillment or improper fulfillment of the conditions of this Agreement by the current Ukrainian legislation.

5.2 The guilty Party pays a fine and also continues to fulfill obligations under this Agreement.

5.3 The "Contractor" is not to blame for the "Client" if he cannot provide services or delays the provision of services for reasons when the situation is out of his control: data transfer for the "Client" is not possible due to the setting performance of information and communication systems of the "Client", there was failure of the computer and communication systems of the "Client" and companies that provide data transmission for the "Client".

5.4 "Contractor" is not responsible for damage or loss caused by third parties persons, directly to the "Client", who have arisen since the results of the services used "Client".

5.5 The "Contractor" uses information from databases, replenished from various sources, to prepare Vehicle Page for the provided VIN. The vehicle history may not be complete information, without some damaging information about the condition of the vehicle (car) is not because the "Contractor" did the work in bad faith or hid something. This information may not be in the database from where the "Contractor" takes data for generating the web page.

5.6 Databases used to compile Vehicle History are supplemented with information from reliable external sources. But double check data is not possible. Therefore, if the database contains information with errors and inaccuracies or if the part is missing. Then this information gets into the Vehicle Page, and the "Contractor" is not responsible for this. The "performer" does not ensure that the data in the Vehicle History Web page is reliable and exhaustive, which will fully satisfy the "Client" and will achieve set goals.

5.7 If the "Client" entered the VIN code incorrectly or made a mistake and suffered losses personally or third parties suffered financially, the "Contractor" is not responsible for these actions a responsibility. The "Contractor" does not accept claims and is not to blame if the "Client» misused the Vehicle History . To the "Performer," also no claim if the information in the Vehicle History is incomplete or inaccurate.

5.8 The "Contractor" is not responsible for the losses of the "Client" when the "Client" used the service "Website" and when the "Contractor" provided information services to the "Client» on "Website" website. Losses of any nature - lost profits, actual damages, and others

5.9 "Contractor" is not responsible for technical failures, incomplete or unreliable information, or poor quality of communication channels if the "Client" has suffered losses.

5.10 The "Client" is liable to the "Contractor" for non-performance or improper performance of the terms of this Agreement.

5.11 "Client" agrees that he is familiar with and understands the content of the "Website", when he agrees with the Agreement offered to the "Client" by "Website".

5.12 The "Client" is solely responsible for the information it receives on the "Website", use it at your own risk. "Client" is responsible for possible consequences of using this information. If it is applied damage to the computer of the "Client" or third parties - the responsibility lies solely with the "Client".

6. VALIDITY AND MODIFICATION OF THE TERMS OF THE OFFER

6.1 The offer is valid from the moment it is published on the Internet on the "Website" and is valid until the Contractor withdraws the offer.

6.2 The "Contractor," at its discretion, may withdraw the offer and amend the terms of the request at any time. In case of correction of the offer, all changes take effect as soon as they are officially published on the Internet on "Website" website. If a different date for the entry into force of the amendments is provided, its indicated at the time of publication of the offer. The offer is withdrawn when its publication on the web internet on the "Website" has been removed.

6.3 The new version of the Agreement is valid for the Parties when it enters into force with the amendments, changes, and additions.

6.4 The "Client" can permanently terminate the Agreement if it disagrees with the changes and additions. In this case, 14 calendar days before the planned termination date notifies the "Contractor".

6.5 The Agreement enters into force for the Parties in a new edition, if the "Client" does not provided a timely written notice of termination of the Agreement when he disagrees with the amendments and additions to the Agreement before the new Agreement.

6.6 The conclusion of this Agreement is a confirmation by the "Client" that he understands provided information from the "Contractor" regarding the provision of services under this Agreement.

7. TERM, AMENDMENT AND TERMINATION OF THE AGREEMENT

7.1 The Agreement comes into force and is valid until the moment of termination Agreement from its acceptance.

7.2 The contract is terminated automatically if 3 months have passed and the "Client" has not used the services of the "Contractor».

7.3 Written notification of the "Client" entitles the "Contractor" to refuse to perform of this Agreement unilaterally.

8. FORCE MAJEURE

8.1 The Parties shall not be liable for any delays, in whole or in part failure to fulfill its obligations under this Agreement, as well as for those incurred in as a result of this, losses and harm, if such non-performance (losses, damages) occurred due to force majeure circumstances independent of the will of the parties.

8.2 Force majeure circumstances are beyond the Parties' control and prevent the performance, including floods, earthquakes, fires, landslides, hostilities, blockades, strikes, epidemics, government decisions, etc.

8.3 According to the current legislation of Ukraine, the fact of occurrence and termination of force majeure circumstances are to be documented. Parties immediately inform each other when one has a force majeure circumstance. The fulfillment of obligations under this Agreement is postponed for the period unforeseen circumstances are in effect after notification from one side to the other.

8.4 The party that has experienced force majeure cannot fully or partially fulfill its obligations under the contract may be exempted from liability in several cases: force majeure occurred when this Agreement, force majeure events are not caused by the will of the Party, which refers to their occurrence, that Party has made every effort to avoid negative consequences from force majeure circumstances.

9. PRIVACY

9.1 Confidential information by mutual Agreement of the two Parties and materials related to the provision of services under this Agreement. The "Contractor" may disclose information provided by the "Client", competent public authorities, law enforcement agencies, court employees, and prosecutors at their first request, as well as to protect their rights and interests.

9.2 The other Party under this Agreement may, in writing, authorize the transfer of confidential information to third parties. Personal information may be disclosed without the further Party's prior consent in some instances: obtaining official permits and documents to fulfill their obligations under this Agreement, payment of mandatory payments (taxes, fees), in other cases stipulated by the legislation of Ukraine.

10. PERSONAL DATA

10.1 "Client", fully agreeing to the terms of this Agreement, also agrees to the collection, transfer, storage, and processing of personal data. Also consented that the "Contractor" can receive, distribute, enter into the database, supplement, transfer to third parties, destroy or somehow change the personal data of the "Client", presented in electronic or paper option. We are talking about such data (but this is not the final restriction): full name, passport data, date of birth, TIN, phone number, e-mail, IP address, address, place of residence, and other data that the "Client" provided voluntarily for the implementation of civil-legal and economic-legal relations. The "Contractor" uses this information to settle with the "Client", maintain accounting and tax accounting, communicate with government agencies, and maintain contractual relations with their counterparties during their activities. BUT also in other circumstances where there is no conflict with the current legislation.

10.2 By accepting, the "Client" confirms that he agrees to process personal data and transfer them to third parties if necessary.

10.3 By the requirements of Ukrainian legislation in the field of protection personal data, the Parties undertake to adequately protect personal data from unauthorized access to them, illegal application, disclosure by authorized employees of the Parties who had the right to use them in their activities to fulfill the conditions of this Treaty, and which became known to them.

10.4 The "Client" agrees that the "Contractor" is not responsible for any processing, failure to provide access and protection of personal data of the "Client" by third parties, including the working staff of the "Contractor", if access to this personal data (or other action that prompted further unlawful processing by third parties) is permitted by the "Contractor" or a person with the consent of the "Client" outside the fulfillment of obligations under this Agreement when the goals are personal or other, not related to the fulfillment of obligations

under this Agreement, with the involvement of technical equipment or other machinery, equipment, materials of the "Contractor".

10.5 Information provided by the Parties to each other is considered confidential. The parties must do everything possible to prevent third parties and organizations from learning confidential information and avoid its leakage and disclosure.

11. OTHER TERMS

11.1 The "Client" guarantees that all the information contained in this Agreement is understandable. They accept all conditions unconditionally, without additional reservations or any exceptions.

11.2 This Agreement is governed by the current legislation of Ukraine regardless of the location of the "Client" at the time of receipt of the Service.

11.3 There may be disputes and disagreements resolved through negotiations Between the Parties during the execution of this Agreement. If the parties do not come to an understanding and the conflict is aggravated, they should go to court.

11.4 All amendments made by the "Contractor" to this Agreement are additions, changes are considered valid if officially published on the "Website".

11.5 All legal relations that arise due to the execution of this Agreement, and are not regulated by the Agreement, are regulated by the norms of the current Ukrainian legislation.

11.6 The Parties confirm that if one of the terms of this Agreement becomes or is invalidated because it does not comply with the law, then because of this condition, do not invalidate another provision of this Agreement or this Agreement in general. In this situation, the Parties, as soon as possible, modify this Agreement to the extent necessary to eliminate invalid provision, present it amended and legal and not to deviate from the Parties' original intentions.

11.7 This Agreement defines the e-mail for the correspondence of the Parties. That's why all letters received by this mail are accepted by the Parties unconditionally.