

Terms and conditions of website use

TERMS AND CONDITIONS OF WEBSITE USE

1. INTRODUCTION

- 1.1 These terms and conditions ("**Terms**") explain how you are permitted to use 360docubox.com and its associated websites, including driving-licence.360docubox.com, driving-licence-application.360docubox.com, provisional-driving-licence.360docubox.com, driving-licence-over70.360docubox.com, vehicle-registration.360docubox.com and vehicle-registrations.360docubox.com (together the "**Website**"). If you continue to browse and use the Website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy and Cookies Policy, govern your use of the Website. The terms "**us**", "**our**" or "**we**" refer to the owner of the Website. The term "**you**" refers to the user or viewer of the Website.
- 1.2 We recommend that you print a copy of these Terms for future reference.
- 1.3 If you do not agree to these Terms, you must not use the Website.
- 1.4 If you purchase the administration assistance services available through the Website, our Services Terms and Conditions will apply to your purchase and use of such services.

2. INFORMATION ABOUT US

The Website is operated by RAPIDITEE B.V., a company registered in the The Netherlands under company number 68119674, whose VAT number is NL857310653B01 and whose registered office is located Van IJsendijkstraat 407 2e etage unit links, 1442LB Purmerend, The Netherlands.

3. YOUR USE OF THE WEBSITE

- 3.1 The content on the Website is for your general information and use only. The content on the Website, including these Terms, are subject to change without notice. Please check this page from time to time to take notice of any changes we make to these Terms, as they are binding on you. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw or discontinue all or any part of the Website without notice. It shall be your own responsibility to ensure that services or information available through the Website meet your specific requirements.
- 3.2 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The intellectual property rights (including, without limitation, copyright, trade marks, domain names, design rights, database rights, patents, whether registered or

unregistered anywhere in the world) on the Website and in the material published on it are owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. This material is protected by copyright laws and treaties around the world. All such rights are reserved. Any redistribution or reproduction of part or all of the contents of the Website in any form is prohibited other than as set out below.

- 4.2 You may print or download to a local hard disk extracts from the Website for your personal and non-commercial use only. You may copy the content of the Website to individual third parties for their personal use, but only if our status (and that of any identified contributors and licensors) as the authors of such content is acknowledged.
- 4.3 You may not, except with our express written permission, distribute or commercially exploit the content of the Website. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.
- 4.4 You may not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.5 If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 4.6 All trade marks reproduced on the Website, which are not the property of, or licensed to us, are acknowledged on the Website. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

5. SOFTWARE

- 5.1 Software may be made available for you to download in order to help the Website work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an end user licence agreement). You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully as they might contain provisions that set out what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal responsibilities to you.
- 5.2 All such software is solely for your personal and non-commercial use.
- 5.3 Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

6. LIMITATION OF OUR LIABILITY

- 6.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 6.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

- 6.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 6.3.1 use of, or inability to use, the Website; or
 - 6.3.2 use of or reliance on any content displayed on the Website.
- 6.4 Please note that we only provide the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7. ACCEPTABLE USE AND USER GENERATED CONTENT

- 7.1 As a condition of your use of the Website, you agree not to:
- 7.1.1 use the Website for any purpose that is unlawful under any applicable law or prohibited by these Terms;
 - 7.1.2 use the Website to commit any act of fraud;
 - 7.1.3 use the Website to distribute viruses or malware or other similar harmful software code;
 - 7.1.4 use the Website for purposes of promoting unsolicited advertising or sending spam;
 - 7.1.5 use the Website to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 7.1.6 use the Website in any manner that disrupts the operation or business of the Website or business of any other entity;
 - 7.1.7 use the Website in any manner that harms minors;
 - 7.1.8 promote any unlawful activity;
 - 7.1.9 represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
 - 7.1.10 use the Website to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
 - 7.1.11 attempt to circumvent password or user authentication methods.
- 7.2 If it is the case that you supply/upload any content to the Website – whether it be pictures, text, sound recordings or whatever – the content you supply must comply with the following rules:
- 7.2.1 it must not be obscene, abusive, offensive or racist and it must not promote or propose hatred or physical harm against anyone;
 - 7.2.2 it must not harass or bully another person;
 - 7.2.3 it must be true and honest so far as you know;

- 7.2.4 it must not be defamatory of anyone;
 - 7.2.5 it must not use the material or content or infringe the rights or privacy of anyone else; for example you should not use images of well-known characters, footage or music (unless it is your own);
 - 7.2.6 it must not contain someone else's personal details or confidential information relating to other people; and
 - 7.2.7 it must not promote or condone terrorism, violence or illegal behaviour.
- 7.3 We reserve the right to refuse to accept or refuse or cease to use any content supplied by any person that we think contravenes these rules.

8. VIRUSES

- 8.1 We do not guarantee that the Website will be secure or free from bugs or viruses. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.
- 8.2 You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.
- 8.3 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

9. LINKING TO OR FROM OTHER WEBSITES

- 9.1 The Website may include links to other websites and resources provided by third parties. These links are provided for your convenience to provide further information. They do not signify that we endorse such websites. We have no responsibility for the content of the linked websites and we will not be liable for any loss or damage that may arise from your use of them. You may not create a link to the Website from another website or document without our prior written consent.
- 9.2 You may create a link to the Website from another website without our prior written consent provided no such link:
- 9.2.1 creates a frame or any other browser or border environment around the content of the Website;
 - 9.2.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to the Website;
 - 9.2.3 displays any of the trade marks or logos used on the Website without our permission or that of the owner of such trade marks or logos; or

9.2.4 is placed on a website that itself does not meet the acceptable use requirements of this policy.

10. APPLICABLE LAW

- 10.1 Please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that any dispute or claim in relation to these Terms (whether contractual or non-contractual) will be subject to the non-exclusive jurisdiction of the courts of England and Wales. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 10.2 The provisions of clause 10.1 above are subject to the mandatory provisions which could apply to the client because of being a consumer.
- 10.3 As a consumer you have legal rights in relation to services not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights, or equivalent in your country.
- 10.4 For more information on the European Commission's online dispute resolution platform, please visit <http://ec.europa.eu/consumers/odr/>.

11. CONTACT US

To contact us, please email contact@360docubox.com

Thank you for visiting the Website.