

## TERMS AND CONDITIONS OF USE

### 1. Purpose

KARLINK CZECH REPUBLIC s.r.o. (hereinafter referred to as "KARLINK") is a company incorporated under Czech law offering services in the field of automotive trade. The present Terms and Conditions of Use (hereinafter referred to as "TCU") define the terms and conditions for access and use of the website [www.karlink.com](http://www.karlink.com) (hereinafter referred to as "the Site").

Any access and/or use of the Site implies a full understanding and unconditional acceptance of these TCU, which therefore constitutes a contract between KARLINK and the Visitor.

In the event that the Visitor does not wish to accept all or part of the present TCU, the Visitor is requested to renounce any use of the Site.

The Site is intended for use by the general public. It presents the services offered by KARLINK to professionals in the field of automobile trade. The purpose of the Site is therefore purely informative.

The Site contains a link to the online application KARLINK ("the Application") available at <https://app.karlink.com>. Access to the Application is available only to Users with an Access Licence. The present TCU do not govern access to or use of the Application.

### 2. Legal mention

The website [www.karlink.com](http://www.karlink.com) is published by:  
KARLINK CZECH REPUBLIC s.r.o.;  
Location: Jaurisova 515/4, Michle, 140 00 Praha 4;  
Czech Republic.

Company registered at the Commercial Registry of the Municipal Court of Prague, no.: C 244592  
Registration number: 042 86 502  
VAT number: CZ04286502  
Manager: Mr. Vincent Mounès

### 3. Access to the Site

The Site is available free of charge to any Visitor with an Internet access. Any related costs to access the Site (costs for equipment / hardware / software, or Internet access fees) are exclusively incurred by the Visitor. The Visitor is solely responsible for the proper operation of their computer equipment as well as their Internet access.

KARLINK reserves the right to refuse access to the Site, unilaterally and without prior notice, to any Visitor who does not comply with these TCU.

KARLINK puts into practice all reasonable means at its disposal to ensure quality access to the Site, but KARLINK is under no obligation to do so.

KARLINK cannot be held liable for any type of network or server malfunction or any other event beyond reasonable control, that would prevent or degrade access to the Site.

To ensure maintenance of the Site, or for any other reason, KARLINK reserves the right to interrupt, temporarily suspend, or to modify all or part of the Site without prior notice. Any interruption shall not provide grounds for any obligation or compensation.

#### **4. Personal data**

KARLINK collects the following data related to the Visitor:

- Company name
- Registered company address
- Company registration number
- E-mail address
- Telephone number

Hereinafter referred to as "**personal data**".

The collection of personal data is carried out via the contact form on the Site.

Personal data is collected by KARLINK with the intended purpose of contacting the Visitor for commercial purposes.

The Visitor authorizes KARLINK to use their personal data for this purpose.

KARLINK is committed to not sending advertisements or newsletters to the Visitor.

KARLINK is committed to implementing means to guarantee the security and confidentiality of transmitted data. The Visitor is informed that one or more cookies, containing no personal information, may be placed on the Visitor's hard disk.

#### **5. Intellectual property**

All of the elements in the Site (texts, graphics, softwares, photographs, images, videos, sounds, maps, names, logos, trademarks, various protected works and creations, databases, etc.) as well as the Site itself, are subject to Czech and international copyright legislation and related rights (in particular [Articles L122-4 and L122-5 of the French Intellectual Property Code](#)).

These elements are the exclusive property of KARLINK.

Accordingly, the Visitor agrees to not:

- Reproduce, for commercial or non-commercial purposes, information available on the Site;
- Integrate, for commercial or non-commercial purposes, any content from the Site into a third party site;

- Use a bot such as a spider / webcrawler, a web search or retrieval application, or any other means to retrieve or index any content from the Site, except with the express advance authorization of KARLINK;
- Copy information on any kind of file format, media, or material which could enable reconstruction of all or part of the original files.

Any unauthorized use of elements of the Site constitutes a copyright violation and copyright infringement. Any unauthorized use may also constitute a violation of image rights, the rights of individuals, or any other rights and regulations in force. Any unauthorized use may therefore result in the civil and/or criminal liability of the author. KARLINK reserves the right to pursue every available legal recourse against persons who have not complied with the interdictions detailed in this article.

The KARLINK name and logo are registered trademarks and the exclusive property of KARLINK. Any use of the KARLINK name and logo without the express authorization of KARLINK may result in the civil and/or criminal liability of the author. KARLINK reserves the right to pursue every available legal recourse against persons who infringe its rights.

## **6. Limitations of liability**

KARLINK can not guarantee the accuracy or relevance of the information on the Site. Any use of the information and content available on the Site shall in no way incur the liability of KARLINK for any reason whatsoever. The Visitor is solely responsible for the proper use of information made available on the Site.

The Visitor indemnifies KARLINK against all adverse consequences and/or damages directly or indirectly related to use of the Site.

The Visitor agrees, in a general manner, to respect all regulations in force in the Czech Republic and in the Visitor's country of origin.

## **7. Hypertext links**

The Site may contain hypertext links to websites published and/or managed by third parties. Insofar as KARLINK exercises no control over these external resources, the Visitor acknowledges that KARLINK assumes no responsibility for the provision of these external resources and cannot be held responsible for their content.

## **8. Force majeure**

KARLINK shall not be held liable in case of force majeure or events beyond its control.

## **9. TCU modifications**

KARLINK reserves the right to modify these TCU at any time. It is advisable for the Visitor to regularly consult the latest version of the TCU available on the Site.

## **10. Applicable law and jurisdiction**

The rules of law applicable to the content and transmission of data for the Site, as well as any related relationship with the Site or Services, shall be determined by Czech law. In case of litigation, which can not be settled by amicable agreement, the procedure provided for in this Contract applies.

## **11. Version**

Version 1.0 of this TCU was issued by KARLINK on 20 June 2017.