

TERMS OF SERVICE FOR 'CRASH STATUS' SERVICE §1. GENERAL PROVISIONS

These Terms of Service define the rules for providing services available through the www.crashstatus.com website. The administrator of the website is MOTOCONTROLER sp. z o.o. based in Kraków, plk. Stanisława Dąbka 8/402 street, 30-732 Kraków, registered in the Register of Entrepreneurs of the NaQonal Court Register kept by the District Court for Kraków-Podgórze in Kraków under KRS number: 0000932185, REGON: 520440363, NIP: 6793226824, email: Crashstatuscom@gmail.com, hereina\er referred to as the Service Provider. By placing an order (entering into an agreement), the Client declares that:

1. They have read these Terms of Service and accept their provisions; lack of acceptance of the Terms of Service prevents the use of the services.
2. Upon receiving an email confirming the order, they agree that due to the commencement of service delivery, they waive the right to withdraw from the Agreement.

For Clients who are individual entrepreneurs concluding an agreement directly related to their business acQvity, such declaraQon will be considered equivalent to confirming that the agreement is professional unless explicitly indicated otherwise. If it is indicated that the agreement is professional, the provisions for consumers will not apply to the Client.

The duraQon of the agreement between the Service Provider and the Client includes the Qme from the Order unQl the result of the service is displayed on the Client's monitor and/or an email with a link containing the Report is sent to the Client.

§2. DEFINITIONS

For the purposes of these Terms of Service, the following terms mean:

- **SERVICE PROVIDER:** MOTOCONTROLER sp. z o.o. based in Kraków, plk. Stanisława Dąbka 8/402 street, 30-732 Kraków, KRS: 0000932185, REGON: 520440363, NIP: 6793226824.
- **CLIENT:** A natural person with full legal capacity, a legal person, or an organizaQonal unit without legal personality that uses the Electronic Service in accordance with the Terms of Service.
- **VIN NUMBER:** A unique idenQficaQon number for a given motor vehicle consisQng of up to 17 characters (legers and digits) (Vehicle IdenQficaQon Number).
- **VEHICLE:** A motor vehicle with the VIN Number indicated by the Client.
- **SHORT INFORMATION (SI):** An Electronic Service obtained before the Report is made available, concerning the scope of informaQon or events related to the Vehicle that can be obtained in the Report. It contains a statement on the availability, lack of availability, or the number of pieces of informaQon and events in the selected Report and the cost of the Report. However, it does not include the actual informaQon or details of the events related to the Vehicle.
- **ELECTRONIC SERVICE:** A service provided electronically by the Service Provider to the Client via the Website.
- **REPORT:** An Electronic Service involving the provision of informaQon and events about the Vehicle in the form of an electronic report. The scope of informaQon and events is specified on the website a\er the Client obtains the Short InformaQon; it also includes the CARFAX Report.

- **CARFAX REPORT:** An Electronic Service involving the provision of information and events about the Vehicle from the USA, EU, and Canada in the form of an electronic report. For CARFAX Reports, Motocontroler sp. z o.o. acts only as a distributor under a distribution agreement with CARFAX POLSKA sp. z o.o. based in Warsaw (KRS: 0000807118, Aleje Jerozolimskie 100, 00-807 Warsaw).
- **WEBSITE:** The website operating at the URL: www.crashstatus.com aimed at presenting the Services and allowing the Client to familiarize themselves with the Service Provider's offer and place an order for a selected service.
- **ORDER:** The Client's declaration of purchase of a selected service and information necessary for the execution of the selected service.
- **TERMS OF SERVICE:** This document defining the rules and procedures for using the website and the services offered by www.crashstatus.com.
- **PAYU S.A.:** A company based in Poznań (60-166), Grunwaldzka 186 street, handling electronic payments via the website <https://poland.payu.com/>.
- **CONSUMER:** A natural person as referred to in Article 221c, as well as a natural person to whom consumer protection laws apply.
- **ADMINISTRATOR:** MOTOCONTROLER sp. z o.o. based in Kraków, plk. Stanisława Dąbka 8/402 street, 30-732 Kraków, KRS: 0000932185, REGON: 520440363, NIP: 6793226824, email: Crashstatuscom@gmail.com.

§3. ELECTRONIC SERVICES ON THE WEBSITE

- **Short Information:** Obtaining SI is possible after completing two consecutive steps – (1) entering the VIN Number of the Vehicle on the Website in the SI section, and (2) clicking the "Check VIN" or similar button.
- **Report:** Obtaining the Report is possible after obtaining the Short Information. After obtaining SI, the Client may decide to choose the proposed Report. The selected Report is made available after completing three consecutive steps – (1) filling out the Report order form, (2) clicking the "Pay" button, and (3) making the payment. Entering the Vehicle's VIN number is required in the Report order form.

The Service Provider is not responsible for the incorrect VIN Number provided by the Client. The Client is obliged to use the Website legally and ethically, respecting the personal and intellectual property rights of third parties. Unlawful actions that may hinder the Website's functioning or damage the Service Provider's reputation are prohibited.

Providing the Report is chargeable – the Report's price is specified on the Website after the Client obtains the Short Information. The price is in euros/pounds sterling/crowns/forints/lei, including taxes and all other charges.

Payment methods are available on the Website before making a payment and on the website <https://poland.payu.com/>.

§4. DETAILED CONDITIONS REGARDING THE REPORT

The Client is responsible for the accuracy of the provided VIN number. The Service Provider is not responsible for providing the Report for an incorrectly entered VIN number or in cases where the wrong number was checked.

The cost of the Report and the available Report types are specified for each Vehicle on the Website after obtaining the Short Information. To provide the Report, the Client must first obtain the SI.

The Report is for informational purposes only and should not be the sole basis for deciding to enter into a Vehicle sale agreement. In case of any doubts about the Vehicle's origin, mileage, or history, they should be verified with relevant state authorities or third parties providing assistance in this area. The Service Provider recommends contacting the above authorities and third parties to verify the Vehicle before deciding to enter into a sale agreement. Before making a purchase decision, the Vehicle should also be personally inspected, and professional pre-purchase checks should be conducted, including visits to car service centers and/or vehicle inspection stations.

Information and events about Vehicles provided in the Report come from external sources, and the Service Provider's role is limited to providing them to the Client through the Website. The Service Provider does not verify the reliability, accuracy, or truthfulness of the above information and events about Vehicles.

The Client acknowledges and accepts that the Service Provider collects data from multiple sources for use in the Report. The collected data may duplicate errors and contain incomplete information. The Client understands and acknowledges that not all information may be available, complete, and accurate. The information in the report is for informational purposes only. The Client acknowledges and understands that the information contained in the report cannot definitively determine the actual condition of the vehicle, and the responsibility and decision to purchase the vehicle rest with the Client. The Service Provider does not provide any warranty as to the accuracy and completeness of the Report.

Regarding the CARFAX Report, the Service Provider declares, and the Client acknowledges that: (i) CARFAX collects information primarily from sources in the USA and EU; (ii) not all information about the vehicle is provided to CARFAX by individuals, entities, or public administration bodies in Europe that may possess it; and (iii) the information collected by CARFAX may contain errors and omissions; the Client understands that the data in the CARFAX Report will only contain the information that CARFAX has collected for use in its commercially available products and services in Europe and may not include information about the vehicle's history in the USA. The Service Provider – the distributor of CARFAX Reports from the database to which CARFAX has rights and access – does not guarantee the accuracy of any information provided during the service purchase of the CARFAX Report and will not be liable for it. The Client hereby waives all claims against the Distributor for losses or damages caused in whole or in part by CARFAX's negligence or circumstances beyond its control at the time of obtaining, compiling, collecting, interpreting, or transmitting such information. The Client acknowledges that CARFAX reports do not draw any conclusions about the condition or history of the vehicle. The Client acknowledges that errors may occur when transmitting data through communication devices.

The scope of information and events about Vehicles provided in the Report is the maximum scope – dependent on the available information in the database for a particular Vehicle. The Client is informed before providing the Report within the Short Information about the scope and quantity of available information or events or the lack of availability. Based on the Short Information, the Client decides whether to provide the Report and its type or to withdraw from providing it.

Description of the digital product offered through the website <https://www.crashstatus.com/>:

- **Main Features:** An Electronic Service involving the provision of information and events about the Vehicle in the form of an electronic report. The scope of information and events is specified on the Website after obtaining the Short Information.

- **Total Price:** The price is provided to the user after obtaining the Short Information (SI).
- **Functionality:**
 - **Language:** English/French/Czech/Romanian/Hungarian. ○ **File Type:** HTML. ○ **Size:** The size depends on the amount of information contained in the report. ○ **Access Type:** Display on the screen. Download. The Report is shared immediately after the purchase, within no more than 1 calendar day since the Service Provider receives either the payment confirmation from the payment provider selected in the Website.
 - **Access Conditions:** Use for personal purposes only, copying or reproduction prohibited.
 - **Limitations:** Access to the report for 30 days.
- **Interoperability:**
 - **Hardware and Software:** Computer, tablet, phone, or other multimedia device with Internet access. A web browser installed on the device with Internet access: Mozilla Firefox version 10.0 and higher, Internet Explorer version 8.0 and higher, Opera version 11 and higher, Google Chrome version 17 and higher. Cookies and JavaScript must be enabled in the web browser.

§5. TECHNICAL CONDITIONS FOR USING THE WEBSITE

To use the Website, a device allowing access to the Internet and an email account are required.

To properly and uninterruptedly use the Website, the Client's workstation should meet the following minimum technical requirements:

- Internet connection with a data transfer rate of 56.6k or higher
- Processor 500 MHz or higher
- RAM – 128 MB
- Operating system – Windows 98, Windows 2000, Windows XP, Windows Vista, Windows 7, Windows 8, or Mac OS X;
- Enabled acceptance of cookies and JavaScript scripts.

The Service Provider is not obliged to provide the above devices and/or software. The installation of the software mentioned in points 1 and 2 is subject to a separate license agreement concluded by the Client with the licensor.

The Website uses cookies. During visits to the Website by the Client, the Website system sends at least one cookie file to the Client's computer to uniquely identify the browser. The Website server automatically records information sent by the Client's browser when displaying websites. Server logs may contain information such as network requests, IP addresses, browser type and language, date and time of the request. This information allows us to improve the quality of our services by identifying and storing Client preferences and tracking trends, such as how our site is searched. The

Client may prohibit receiving cookies, which will make them anonymous; however, by not allowing the registraQon of cookies, the Website will not be able to idenQfy the Client or their preferences.

The Service Provider informs Clients that placing orders on the Website is done via the public Internet network. Therefore, the Service Provider draws Clients' agenQon to the fact that this may involve risks related to third-party interference with the data transmission sent via the Internet between the Website and the Client.

The economic copyrights to the name, construcQon, so\ware, database, as well as graphic elements and all other works and objects of the Website, belong to the Service Provider and are legally protected. The Service Provider does not grant any rights to any of the aforemenQoned components to any third party. In parQcular, copying, duplicaQng, or otherwise using, in whole or in part, informaQon, data, or other content of the Website without the Service Provider's wrigen consent is prohibited, except for permissible uses resulQng from the Copyright and Related Rights Act (consolidated text: Journal of Laws of 2019, item 1231, as amended).

§6. NON-COMPLIANCE OF THE SERVICE WITH THE AGREEMENT, COMPLAINT PROCEDURE

Complaints related to the provision of Electronic Services by the Service Provider can be submigid via the Website by the Client within 30 days of idenQfying the irregularity, parQcularly by sending an email to: Crashstatuscom@gmail.com.

The complaint should include at least: the Client's name and surname, correspondence address, descripQon of the circumstances related to the subject of the complaint. If the complaint concerns the Report, addiQonally (if available): the date of purchase of the Report, the date of payment for the purchased Report, the type of purchased Report, and the transacQon amount.

The Service Provider will review the complaint promptly, no later than within 14 days from the date of receiving the complaint. The Service Provider's response regarding the complaint will be sent to the Client's email address provided in the complaint or in another way indicated by the Client.

§7. PRIVACY POLICY

By compleQng and submirng an order (and addiQonally checking the checkbox), the Client consents to the collecQon and processing of their personal data in accordance with the Personal Data ProtecQon Act of 10 May 2018 (consolidated text: Journal of Laws of 2019, item 1781, as amended) by the Administrator for the purposes necessary to implement the provisions of these Terms of Service and the services provided based on them.

The Administrator of personal data is MOTOCONTROLLER sp. z o.o. based in Kraków, płk. Stanisława Dąbka 8/402 street, 30-732 Kraków, KRS: 0000932185, REGON: 520440363, NIP: 6793226824, email: Crashstatuscom@gmail.com.

Personal data of Clients making payments for purchased services is transferred to PayU S.A., based in Poznań, Grunwaldzka 186 street, as the data administrator, registered in the Register of Entrepreneurs of the NaQonal Court Register kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Economic Department of the NaQonal Court Register, under KRS number: 0000274399. The transfer concerns personal data necessary for the payment processing by the NaQonal Payment Integrator S.A.

Only personal data voluntarily provided by the Client is collected. Data is processed only to the extent necessary to implement the provisions of these Terms of Service, parQcularly for:

- entering into a service agreement;

- transferring data to subcontractors;
- issuing a document confirming the transaction;
- accounting the transaction in the IT accounting system of the Website for the period required by law and storing personal data in the IT accounting system to ensure the history of commercial transactions made through the Website.

With additional consent given by the Client, the collected personal data may also be used for promotional and marketing purposes, particularly to present the Client with commercial offers from the Website and other marketing information related to the Website.

In the case of subscribing to the newsletter and consenting to receive it during registration or order submission, it is necessary only to provide an email address for receiving commercial information from the Administrator. The Client may unsubscribe from receiving such information at any time by sending an email request to stop sending such materials.

The Client has the right to access their personal data at any time, correct it, and request its deletion.

The Administrator informs that the Client is not obliged to provide their personal data; however, refusal to provide it prevents the implementation of services specified in the Terms of Service for the Client.

Collected data is carefully protected following applicable regulations. The Administrator makes every effort to ensure the proper level of security for the stored data.

Information about the principles and methods of recording, securing, and making available the content of the agreement by the Website to the other party:

- Recording, securing, and making available the content of the agreement occurs by sending an appropriate email message after concluding the Service Agreement.
- Recording, securing, and making available the content of the Agreement occurs by sending the Client the content of the agreement to the provided email address or by providing the Client with the order specification and proof of purchase.
- The content of the concluded agreement is additionally recorded and secured in the Service Provider's IT system and made available upon the Client's request.

§8. STORAGE PERIOD OF REPORTS

The Service Provider stores the Report in its IT system for 30 days from the moment of their creation. The Client can use the ordered and delivered report within the specified period above. After this period, access to these data expires.

§9. WITHDRAWAL FROM THE AGREEMENT

Before the Service Provider starts providing the service, the Consumer can withdraw from the agreement without giving any reason by submitting a withdrawal statement within 14 days from the order date, except when – with the explicit consent of the Client – the service was performed before the withdrawal period expired (§ 1 sec. 3 point 2).

In the event of withdrawal from the agreement, the Client and the Service Provider are obliged to return to each other what they provided in an unchanged state unless the change was necessary within ordinary management. The return should occur immediately, but no later than 14 days from the date of the agreement.

The statement should be submitted in one of the following ways: 1) by mail to the address plk. Stanisława Dąbka 8 street, 30-732 Kraków, 2) by email to: Crashstatuscom@gmail.com. A sample withdrawal statement can be downloaded here: [link].

The costs of sending the withdrawal form to the Service Provider in connection with the withdrawal from the agreement mentioned above are borne by the Consumer.

According to Article 38 of the Consumer Rights Act (consolidated text: Journal of Laws of 2020, item 287, as amended), the right to withdraw from an agreement concluded at a distance does not apply to the consumer in the following cases: (1) services commenced with the consumer's consent before the withdrawal period mentioned above expires; (2) services specified by the consumer in the order placed or closely related to the consumer's person; (3) services that, due to their nature, cannot be returned or whose subject quickly deteriorates.

§10. COPYRIGHTS/INTELLECTUAL PROPERTY

The Report is a work whose creator, within the meaning of the provisions of the Copyright and Related Rights Act (consolidated text: Journal of Laws of 2019, item 1231, as amended), is the Service Provider.

Using the Report, especially modifying, duplicating, sharing with third parties, using it for purposes other than those specified in these Terms of Service without the Service Provider's consent, is prohibited. The Service Provider's consent requires a written form under the pain of nullity.

The Client may use the Report for private and non-commercial purposes, provided that it does not violate the Service Provider's interests.

All content and graphic signs posted on the Website are protected by copyrights belonging to the Service Provider.

Using the content and graphic signs posted on the Website in any way other than specified in these Terms of Service or by absolutely binding law is prohibited.

Regarding CARFAX Reports, the Service Provider declares that all intellectual property rights contained in the CARFAX Report and related to them, along with all their future improvements and modifications, are and will remain the exclusive property of CARFAX and its affiliated entities.

§11. LIMITATIONS ON ACCESS AND USE

CrashStatus.com reserves the right to reject any orders or to exercise the extraordinary right to terminate the agreement with the Client without notice if it determines that Crash Status Reports and CARFAX Reports will be used in a way that negatively impacts CrashStatus.com, as described below:

- The Client may not sell, distribute, copy, or publish the database containing Crash Status Reports and CARFAX Reports or the data from the reports, either in whole or in part. Commercial use and/or resale and redistribution of Crash Status Reports and CARFAX Reports, in whole or in part, is strictly prohibited. "Commercial use" means use by individuals or entities engaged in searching, inspecting, buying, and/or selling cars, resale, or redistribution of reports or any other business purpose specified by CrashStatus.com.
- Downloading and reusing all or substantial parts of the database content, assessed qualitatively and quantitatively, is prohibited. Multiple and systematic downloading and reusing even parts of the database content, which means actions contrary to the normal use of the database or which unreasonably violate the legitimate interests of CrashStatus.com, is

prohibited. Automated access or use of the database, e.g., through "screen scraping" or similar techniques, is particularly prohibited.

If the Client shares the report with a third party, the Client will not:

- Use Crash Status Reports and CARFAX Reports or related information for illegal purposes;
- Provide Crash Status Reports and CARFAX Reports or related information to any party for resale or re-marketing in any manner;
- Provide Crash Status Reports and CARFAX Reports or related information to any motor vehicle manufacturers or their subsidiaries involved in financing or leasing (except in the normal course of dealership operations) or advertising agencies of such motor vehicle manufacturers;
- Replace, modify, remove labels of copyright and proprietary information of Crash Status Reports and CARFAX Reports and related document elements;
- Process Crash Status Reports and CARFAX Reports or information obtained from CrashStatus.com in any way.

The Client will not provide any person or entity with any information regarding CrashStatus.com or any Crash Status Report and CARFAX Report, both in writing and verbally, that would be inconsistent with the provisions of this Agreement and the information contained in the Reports.

The Client acknowledges that downloading or printing materials protected by copyright or using the infrastructure provided by CrashStatus.com does not lead to the transfer of ownership rights.

§12. FINAL PROVISIONS

The Administrator of the Website reserves the right to amend these Terms of Service. In case of changes to the Terms of Service, the Administrator will inform Clients about the introduced changes and the date of their entry into force by publishing the consolidated text of the Terms of Service on the website [link]. Orders placed before the date of entry into force of the changes to the Terms of Service are subject to the provisions of the previously applicable Terms of Service unless the provisions of the new Terms of Service are more favorable to the Client. The Client accepts the introduced changes to the Terms of Service by using the Website after the date of entry into force of these changes. If the Client does not accept the changes to the Terms of Service, they may resign from using the Website and request the deletion of their account created on the Website.

In the event of a change or invalidation by a final court decision of any of the provisions of these Terms of Service, the remaining provisions remain in force and bind the parties.

The Administrator reserves the possibility of interruptions in the operation of the Website due to maintenance, reconstruction, or modernization of the Website. In case of technical interruptions, the Website will post an appropriate informational message on the website www.crashstatus.com, indicating the estimated duration of the limitations in the availability of the website. The Website strives to ensure that technical interruptions occur as rarely as possible and are as least inconvenient as possible for its Clients.