
TERMS & CONDITIONS OF USE

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Any use of the websites appearing at URL driverportal.org and/or vvcr.nl (together the "website") is subject to these Terms of Use.

You are treated as accepting these Terms of Use by using the website and therefore you should read them carefully.

The website is owned and operated by:

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VVCR Europe B.V is referred to in these Terms of Use as "VVCR Europe", "us" or "we".

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Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

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2. YOUR USE OF THE WEBSITE

All copyright and other rights in this website (including text, photographs, other images, sounds, trade marks and logos) are owned by VVCR Europe and its licensors. You may:

- a) browse the website (including making transient or cached copies of parts of the website to the extent this occurs in the normal course of using your browser); and
- b) print a copy of any page of the website provided you do not alter or remove any copyright, trade mark or other intellectual property rights notices, for your own lawful, personal, non-commercial purposes provided you do not do any of the things listed below in this section 2.

You must not:

- c) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any content, software or services contained within the website (except to the extent expressly permitted under (a) or (b) above);
- d) use the website or any of its content for any commercial purpose, including any advertising or advertising revenue generation activity on another website;
- e) include any links to the website on another website unless we have given you written authority to do so;
- f) use the website or anything available on it for unlawful purposes; or
- g) hack into the website or any related computer system, make excessive traffic demands on the website, use in relation to the website any software robots, spiders, crawlers, or similar data gathering and/or extraction tools, introduce viruses or otherwise engage in any other activity that may reasonably be expected to (i) impose an unreasonable burden or load on our infrastructure; (ii) inhibit other users from using and/or enjoying the website or any other website; or (iii) damage the reputation of VVCR Europe.

You agree to be responsible for any loss, damages or costs, including reasonable legal fees, incurred by or claimed against us resulting from (i) any third party claim, action, or demand resulting from your use of the website or from (ii) any breach by you (or by someone else to whom you have disclosed your password) of paragraphs (c) to (g) of this section 2.

We reserve the right to terminate or suspend your right to use the website and your user account at any time where your access to the services we provide and the website is arranged or provided to you as a result of your employment (or other contractual relationship) with a third party and that third party advises us that your account is or should no longer be in use.

3. LINKS

The website may contain links to or from other websites. We are not responsible for the content appearing on, products or services available via, or the privacy, multi-lingual capability or other practices used by, other websites.

4. PRIVACY AND PERSONAL INFORMATION

The privacy of your personal information is important to us. We use personal information about you collected via the website in accordance with our Privacy Policy and by providing personal information on this site you agree to allow us to use it in accordance with that policy. We encourage you to read the privacy policies of other websites you link to from the website, or which you otherwise visit.

In the event that VVCR Europe undergoes reorganisation or is sold to another business, you agree that any personal information VVCR Europe holds about you may be transferred to the reorganised business or buyer.

5. PASSWORD

You may be asked to create a password that is personal to you when registering on the website. You must keep your password confidential at all times, not disclose the password or permit anyone else to use your password (any breach of any of the Terms of Use by anyone to whom you disclose the password will be treated as if the breach had been committed by you, and will not relieve you of your obligations under the Terms of Use).

6. LIABILITY

The following liabilities are not limited or excluded (and nothing elsewhere in the Terms of Use shall be interpreted as so doing):

- a) VVCR Europe's liability for (i) death or personal injury resulting from its negligence; (ii) for fraud; or (iii) for any other liability which may not by applicable law be excluded or limited; and
- b) your statutory rights as a consumer.

Subject to those liabilities not being limited or excluded, VVCR Europe shall not be liable (whether in contract, negligence or otherwise) for any:

- c) loss of business, profits, sales, revenue, bargain, opportunity or goodwill;
- d) interruption to business; or
- e) waste of management or other staff time.

So far as is permitted under law we shall not be liable to you for losses that were not foreseeable when this contract was formed and any losses that were not caused by any breach by us.

Nothing in these Terms of Use creates any right which is enforceable by any person who is not a party to this contract.

You acknowledge that you access the website solely at your own risk on an "as is" and "as available" basis and that:

- f) VVCR Europe makes no representations about the materials or information contained on the website;
- g) VVCR Europe reserves the right change the website at any time;

- h) VVCR Europe is not responsible or liable if the website does not work properly, or at all; and
- i) except as expressly set out in these Terms of Use, VVCR Europe does not enter into conditions, warranties or other terms in relation to the website.

We try to make sure that all information contained on the website is correct, but we cannot and do not accept any liability for any error or omission and will not be liable for any action you may take as a result of relying on any information provided in the website.

We may suspend the operation of the website for maintenance or upgrade work from time to time and your access to and use of the website will not be uninterrupted or error free.

7. GENERAL

We may change the Terms of Use from time to time and will endeavour to notify you of any major changes by posting a message on the website setting out what has changed. Changes will primarily be for legal, security or regulatory reasons. However, by accessing the website you are accepting that you are bound by the current version of the Terms of Use and therefore you should carefully read any notification of amendments made and check the full Terms of Use each time you revisit the website.

The Terms of Use form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter covered by them. If any provision is found to be unenforceable, this shall not affect the validity of any other provision. We may delay enforcing any of our rights under the Terms of Use without losing them. You agree that we may assign these Terms of Use or any of our rights or obligations without giving you notice.

We shall not be liable to any third party in respect of your use of (or inability to use) the website.

8. GOVERNING LAW

These Terms of Use and any terms and conditions relating to products or services described in this website shall be governed by and construed in accordance with the laws of England and Wales and you and VVCR Europe agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.