

# Terms & Conditions of Use of the Website

*Last updated: 02 December 2021*

## INTRODUCTION

The terms set out in this document ( “**Terms**“ ) apply to the user (“**you**” or “**your**”) accessing the website; <https://datashop.smmmt.co.uk> (the “**Website**“).

The Website is owned and operated by The Society of Motor Manufacturers and Traders Limited (“**SMMT**“), 71 Great Peter Street London SW1P 2BN, a registered company in England and Wales, Company Number 74359, VAT number GB238893808.

To contact SMMT, please email [data@smmmt.co.uk](mailto:data@smmmt.co.uk) or telephone the switchboard on 0207 235 7000.

## BY USING THE WEBSITE YOU ACCEPT THESE TERMS

By continuing to use the Website you confirm that you have read and accept these Terms, and that you agree to comply with them. If you do not accept these Terms in their entirety you must not use the Website. SMMT recommends that you print a copy of these Terms for future reference.

## THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms refer to the following additional documents, which also apply to the use of the Website:

- (a) the Privacy Policy;
- (b) the Cookie Policy;
- (c) the Terms and Conditions for the Supply of SMMT Data.

## CHANGES TO THESE TERMS AND TO THE WEBSITE

SMMT may change these Terms at any time by posting changes on the Website. It is your responsibility to review the updated Terms. Your continued use of the Website constitutes your acceptance of the latest version of these Terms.

SMMT may update and change the Website from time to time as required. The date at the top of these Terms indicate when it was last updated.

## **INTELLECTUAL PROPERTY RIGHTS**

All rights in the Website and its contents are owned by SMMT and its licensors. Materials on the Website may not be copied, modified, made available, or otherwise used in any way except for your own personal (non-commercial) use. Any other use of the materials on the Website requires the prior express permission of SMMT. All commercial use enquiries for SMMT materials should be directed to [data@smtt.co.uk](mailto:data@smtt.co.uk).

## **USE OF THE WEBSITE**

You agree only to use the Website in a lawful manner for lawful purposes, in compliance with the local laws from where you are accessing the website and not to: (i) infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by any person; (ii) harass or cause distress or inconvenience to any person; (iii) transmit obscene or offensive content; (iv) attempt to access any part of the Website (or any system or network) unless authorized to do so; or (v) disrupt the normal operation of the Website. SMMT reserves the right to suspend or terminate your access to the Website at any time without giving reasons.

We may at times restrict or suspend access to the Website to allow for any necessary repairs, maintenance, security measures or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

## **TRADEMARKS**

The images, logos, branding, and names on the Website which identify SMMT, members of the SMMT, or other persons, and their respective products and services, are proprietary marks of SMMT or the relevant third parties. No right or licence is granted to any person with respect to any such image, logo, branding, or name.

## **LINKS**

Where hypertext links to other sites have been provided, this has been done so for your information and convenience only. Should you activate any of these links, you will leave the Website and SMMT has no control over, does not endorse and will accept no responsibility or liability in respect of the material on any such other web site. You are advised to ensure that you familiarise yourself with the terms and conditions of use for each of the sites concerned, prior to your use of the services and information they provide.

## **RULES ABOUT LINKING TO THE WEBSITE**

You may link to the Website home page, as long as you do so in a fair and legal way and do not do so in a way which could damage SMMT's reputation or take advantage of it. You must not link to any subpages, or any password protected area of the Website, or make any direct links to files which are made available through the Website.

You must not:

- (a) establish a link which suggests any association, approval, or endorsement by SMMT unless SMMT has given you written permission;
- (b) insert links to the Website on any other site which contains content which is illegal, infringes any rights (such as the intellectual property rights of another person), or contains any adult content; or
- (c) establish a link to the Website on any site that is not owned by you.

SMMT can cancel any linking permission at any time and object to any such links and require you to remove them. If you wish to link to or make any use of content on the Website other than that set out above, please contact SMMT at [data@smmt.co.uk](mailto:data@smmt.co.uk).

## **VIRUSES**

SMMT does not guarantee that the Website will be secure, or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

You must use all reasonable endeavours not to introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

## **LIABILITY**

The Website and its contents are provided on an 'as-is' and 'as available' basis, without any representation or warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. Any such term is excluded to the extent permissible under applicable law. SMMT does not warrant or represent that the Website will be uninterrupted or error free, that defects will be corrected, or that the Website (or its content) will be complete or accurate.

SMMT does not exclude or limit its liability to you where it would be unlawful to do so. This includes: (i) liability for death or personal injury caused by SMMT's negligence or the negligence of SMMT's employees, agents or subcontractors; and

(ii) liability for fraud or fraudulent misrepresentation. Subject to the previous sentence, SMMT will not be liable 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:

- (a) use of, or inability to use, the Website; or
- (b) use of or reliance on any content displayed on the Website.

In particular, SMMT will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation;
- (e) losses caused by our failure to comply with these Terms because of circumstances beyond our reasonable control;

or

- (f) any indirect or consequential loss or damage.

In the event that we are liable to you, our liability will not exceed £100 per cause of action up to a maximum liability of £500 in aggregate.

## **CUSTOMERS-ONLY SECTIONS**

There are sections of the Website that are only accessible by customers of SMMT data ("**Customers**").

Access to the Customers-only sections of the Website is at the discretion of SMMT. Customers who satisfy the access criteria will be provided with access credentials (such as a username and password, whether chosen by you or allocated by SMMT). All Customers undertake to safeguard their access credentials and agree not to disclose or share them with anyone.

The use of the Customers-only section is additionally subject to Customers acknowledgment that the materials to which they have access are confidential in their nature, and that the materials may only be viewed or downloaded by Customers for their sole and exclusive use in connection with the legitimate business purposes of the Customers subject to the Terms and Conditions for the Supply of SMMT Data. Additional terms may apply to your use of the Customers-only section.

SMMT has the right to disable any access credentials at any time without notice.

Any Customers experiencing difficulties accessing the Customers-only sections should report the problem to [data@smtt.co.uk](mailto:data@smtt.co.uk).

## **PERSONAL DATA**

SMMT will only use your personal data as set out in our Privacy Policy.

## **OTHER**

These Terms, and any issues arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.

SMMT may bring proceedings against you in any court anywhere in the world, particularly in circumstances where our intellectual property rights may be being infringed, or SMMT is seeking emergency relief such as an injunction.

Should any of the provisions of these Terms be determined to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction which that provision is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining provisions of these Terms shall survive, remain in full force and effect and continue to be binding and enforceable.