

## TERMS AND CONDITIONS CLASSIC CAR RATINGS

These Terms and Conditions apply to all offers from, agreements with and all websites, applications and tools ('Services') which are provided and/or rendered by CCR AR B.V. ('ClassicCarRatings') and all affiliated companies.

By using our Services and/or accessing our website [www.classiccarratings.com](http://www.classiccarratings.com), including extensions thereof ('Website'), you unconditionally accept these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use our Website and Services.

### 1. General

1.1 These Terms and Conditions constitute the entire agreement between you and ClassicCarRatings, and govern your use of the Website and Services.

1.2 The applicability of any other terms and conditions is explicitly rejected.

1.3 ClassicCarRatings is at its sole discretion entitled to modify these Terms and Conditions at any moment without prior notice. Modifications to these Terms and Conditions shall have immediate effect. The Website and Services are each provided under the current Terms and Conditions.

1.4 Within these Terms and Conditions the headings of the paragraphs are used for convenience and reference. None of the headings shall affect the contents of these Terms and Conditions.

### 2. Account / Fair use policy

2.1 You may need to create an account in order to use some of our Services. For the benefit of the purpose of these Services, ClassicCarRatings will collect personal data. You declare to be aware of and agree to this, having read provision 3 (Privacy) and our Privacy- and Cookie statement <https://www.classiccarratings.com/cookies-and-privacy>.

2.2 In relation to the registration of an account on our Website, you agree and warrant to comply with any security processes specified by us and all applicable laws and regulations of the Netherlands. In addition, if you are under the age of sixteen you have received express permission from your parents/guardians to register an account and use our Website and Services.

2.3 You agree that you are solely responsible for maintaining the security of any details relating to your account, including but not limited to any login details and passwords.

2.4 Using our Website and Services for any other purpose than individual use, is prohibited.

2.5 The use of our Website and Services for illegal activities and/or activities with which you harm us or others is strictly prohibited ('Prohibited Activities'). Prohibited Activities, among others, include:

- a. activities that violate any local, national or international laws and regulations;
- b. any copy and/or reproduction of the content, information and data of the Website without prior written consent by us;
- c. activities to retrieve content, information and data from the Website to create, compile directly or indirectly a collection, compilation or database without prior written consent by us;
- d. activities to copy, adapt or reverse engineer the Websites' software;
- e. activities that violate intellectual property rights of us and and/or of third parties;
- f. activities that violate privacy rights, including but not limited to the collection of personal data by any (technical) means;
- g. activities to transmit viruses, malware and other malicious software;
- h. activities to transmit advertising and promotional materials without prior written consent by us;
- i. using our Website and Services to advertise or offer to sell products and/or services;
- j. activities that undermine or could undermine the integrity or technical function of the Website and Services and/or any networks linked to the Website and the Services;
- k. placing violent and/or insulting and/or abusive and/or discriminatory and/or pornographical text and/or images and/or (hyper)links on the Website.

### 3. Privacy

When using the Website and Services, you may provide personal data to us. These personal data will be processed in accordance with our Privacy- and Cookie statement <https://www.classiccarratings.com/cookies-and-privacy>.

#### 4. Content / (hyper)links

4.1 Our Website contains (hyper)links to other websites of third parties as well data, information, product descriptions, price information, photos and other content and/or items including but not limited to advertisements of third parties.

4.2 ClassicCarRatings may allow you to access websites of third parties and/or to third parties content and/or to services and/or products offered by third parties by means of (hyper)links or reference.

4.3 Websites and/or content of third parties are not investigated, monitored, checked or verified by ClassicCarRatings.

4.4 ClassicCarRatings is not responsible or liable for any websites of third parties accessed through the Website or any content of third parties posted on, available through the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in websites and/or content of third parties.

4.5 Any (hyper)links to websites of third parties as well all content of third parties that is shown on our Website is for information purposes only. In order to obtain further information about the listed products or services of the third parties, you can visit the third parties' websites. When you visit these websites and/or use the services of the third parties, you are bound to terms and policies of the third parties. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website.

4.6 (Hyper)links or references to websites and/or content and/or products and/or services of third parties do not imply an endorsement, sponsorship or recommendation by ClassicCarRatings.

4.7 ClassicCarRatings does not act on behalf of third parties, nor as a seller, reseller or licensor of listed products or services on the Website and/or third parties' websites. ClassicCarRatings will not be a party to any transaction or contract that you will enter into with a third party for the purchase of products and/or services. ClassicCarRatings is not responsible or liable for purchased products and/or services of third parties. You agree that you will not involve ClassicCarRatings in any dispute between you and the third party and that you hold ClassicCarRatings and its affiliates harmless from any losses, damages and/or expenses related to and/or resulting of any dispute between you and a third party.

4.8 You agree that your use of our Website and Services will be at your sole risk.

## 5. Availability

5.1 ClassicCarRatings will make reasonable efforts to keep the Website and the Services available. However, ClassicCarRatings cannot warrant or guarantee that the Website and the Services will be uninterrupted or free of errors. Certain technical difficulties, system failures, scheduled or unscheduled maintenance or repair may result in temporary interruptions.

5.2 ClassicCarRatings is not liable for any damage and losses resulting directly or indirectly from delays and/or temporary suspension and/or disruptions in the Website and/or Services.

5.3 User experience will be affected by the quality and speed of the hardware and connection of your device and by using third parties' software. We cannot vouch for a full compatibility with your device and/or third parties' software.

## 6. Liability

To the extent permitted by law, ClassicCarRatings or its affiliates will not be responsible or liable for any (consequential) damages and losses resulting directly or indirectly from the use of and/or inability to use (parts of) of the Website, our Services and the performance of any third party's website, delays and/or disruptions in the Website and/or Services, viruses, malware and other malicious software obtained by using the Website and/or Services, damages to your hardware and all other additional causes of whatever reason.

## 7. Intellectual Property / Data

7.1 ClassicCarRatings is the exclusive owner of the registered trademarks, tradenames, domain names, inventions, ideas, discoveries, software, source code, functionality, designs methods, information, knowhow pertaining to the Services and the Website including the related database hereto.

7.2 Nothing in these Terms and Conditions constitutes a transfer of any intellectual property rights.

7.3 You may not in any way copy, reproduce, republish, download, post, broadcast, record, transmit, (commercially) exploit, edit, communicate or distribute the Website and/or Services and/or any information or data appearing on the Website.

7.4 You may not use bots, crawlers, spiders or similar methods or tools to data mine or otherwise gather or extract data from our Website.

7.5 With regard to the purpose of the Services of ClassicCarRatings, you are granted a limited, non-exclusive, non-transferrable, non-sublicensable license to access the Website and Services for your personal, non-commercial use.

## 8. Modification and termination

8.1 You have the right to discontinue your use of the Website and Services and delete your account at any time.

8.2 ClassicCarRatings is at its sole discretion entitled to exclude you from our Services and/or disable and/or terminate your account, for whatever reason without notice. If we ban you from our Services and/or disable and/or terminate your account, you are prohibited from registering a new account under your own or a fake name.

8.3 ClassicCarRatings may also at its sole discretion modify, change, extend, terminate or discontinue all or parts of the Website or Services at any time, for whatever reason, without notice. In addition, ClassicCarRatings has no obligation to maintain, support and/or our Website nor any information, data or content herein.

## 9. No Warranties

Any search results, content, data, (price) information, photo's (hyper)links on the Website may include technical or other inaccuracies or (typographical) errors. The Website and Services are provided to you 'as is', without any warranties of any kind.

## 10. Miscellaneous

10.1 In case any part of these Terms and Conditions should be or should become void, the validity of the other provisions is not affected. The invalid provision(s) will be replaced by (a) valid one(s) which will produce the same effect, or as best as possible, as the invalid one(s).

10.2 Failure by ClassicCarRatings to exercise or enforce any right or stipulation of these Terms and Conditions of use does not imply the rescinding of that right or stipulation.

## 11. Disputes

11.1 These Terms and Conditions, the use of the Website and Services and any agreement entered into with ClassicCarRatings are governed by the laws of the Netherlands.

11.2 The District Court of Amsterdam has exclusive jurisdiction to hear all disputes arising from these Terms and Conditions, the use of the Website and Services and any agreement entered into with ClassicCarRatings.

11.3 Except as otherwise required by law, any claim you may have with respect to the Website or Services must be commenced within one year after the claim arises or such claim is barred.