
TERMS & CONDITIONS

Agreement between the User and Motorized11 LTD

last update: 10th of October 2024

These Terms and Conditions sets out the Agreement between user and Motorized Ltd. Please read these Terms and Conditions carefully and ensure that you understand them. If anything in this agreement is unclear or needs further explanation, please contact us. To conclude the agreement hereunder, no agreement has to be signed by the parties. By using Motorized Ltd services, you are deemed to have accepted these Terms and Conditions.

1. DEFINITIONS

1.1. 'Company' means Motorized Ltd.

1.2. 'User' means any person who use company services. (mobile app or webside)

1.3. 'Terms and Conditions' means these terms and conditions which set out rules of cooperation between the user and the Company.

1.4. 'Personal Data' means information in accordance with the definitions of the Data Protection Act 1998, including User's name, address, telephone number, e-mail address, bank account details.

1.5. 'Force Majeure' means natural disasters or other circumstances beyond the control of the Company for example: earthquake, hurricane, storm, flood, fog, war, plane crash, riot, strike, civil commotion, act of terrorism.

2. COMPANY

2.1. The Company's services include:

a) MOT bookings option (class 4 and class7)

2.2. The company confirms that it is not a bank, it does not run banking activities and, as well as that it is not an electronic money institution or an issuer of electronic payment instruments.

2.3. The company carries services with reasonable care and skill to ensure the security of the Payment and Personal Data.

2.4. The company is responsible for the implementation and maintenance of secure information transmission channels from and to the Garages.

2.5. The company is responsible for the implementation and maintenance of secure information transmission channels from and to the Users.

2.6. The company warrants that it has implemented and obeys procedures of counteracting money laundering and financing of terrorism.

3. USER

3.1. By using the company's services, the User is deemed to have accepted these Terms & Conditions.

3.2. If the user is an individual, he or she must be at least 16 years old.

3.3. To use the company services, the User may need to register at the company's website or app and set up an account. To log in into user's account a password is needed.

3.4. The user agrees to keep their password confidential. In case suspicion of unauthorized obtaining the log in and password, the Users is advised to change the password and contact the company immediately.

3.5. By accessing the company's website or app, the user may review or change their Personal Data.

3.6. The user is responsible for keeping their Personal Data up to date.

3.7. As soon as the transaction has been finalised and payment has been correctly settled, the user shall receive an automatically generated information.

4. CANCELLATION

4.1. The customer has the right to cancel the booked service up to 48 hours before the date

and time of the booked service, in which case the refund less the service fee for Motorized Ltd is returned on the basis of a written email request by the customer up to five working days from the date of e-mail received.

4.2. If company do not receive withdraw request for the cancelled service, the balance will be automatically credited to user account and can be used in the future.

4.3. If the customer does not cancel the reservation at least 48 hours before the booked date or does not show up in the garage on the booked date, the funds will be forfeited.

5. TRANSACTION

5.1. The payments are secured, encrypted and managed by qualified experts.

5.2. The payments are fully automated.

5.3. The payment is executed either via the company's website or app.

5.4. The transaction is confirmed by a password, pin or a token provided by User's bank.

5.5. The payment shall be identified on the basis automatically generated unique number.

6. GENERAL TERMS

6.1. The company reserves the right to amend these terms and conditions at any time without prior notice. The amended terms and conditions will be published on the Website and any new versions of the terms and conditions will come into effect as soon as the Company publishes them. Any Transactions made prior to any such change will be subject to the terms and conditions in force at that point.

6.2. All electronic messages are binding and have the same force of evidence as written on paper.

6.3. The company is entitled to engage (the services of) third parties in the performance of these Term & Conditions.

6.4. Should certain provisions hereof become invalid or unenforceable, fully or partially, for any reason, other provisions hereof shall remain in force.

6.5. Motorized Ltd is not responsible for the outcome of the service booked.

6.6. Motorized Ltd shall not be liable for failure of the workshop to provide the service for cause. In such cases Motorized Ltd offers to rebook the same workshop or another workshop at a later date free of charge, upon payment of the difference in price of the

other workshop if this is due to a rebooking.

6.7. In the event of any mechanical damage or other conflicts between the customer and the

garage, Motorized Ltd shall not be liable nor shall it represent either side.

6.8. The company reserves the right to temporarily shut down the website or the application

in case of any technical problem or for the time of necessary updates.

7. FEES

7.1. Usage of the company's services is £5.00 of charge for the user.

8. RESPONSIBILITIES

8.1. The customer's responsibility to arrive (+ -) 10 minutes before the start time of the booked service at the designated workshop. after this time, the service will be classified as not performed.

9. SECURITY

9.1. The company guarantees security standards providing their services and protecting the

Personal Data in their database.

9.2. The Personal Data is protected from unauthorized use.

9.3. The company warrants to have obtained security certifications:

a) PCI DSS LEVEL 1 Payment Card Industry Data Security Standard

b) CISP VISA Card holder Information Security Program

c) AIS VISA International's Account Information Security

d) SDP Master Card International's Site Data Protection

e) DSS American Express Data Security Standards

f) Discover Card's Disc - service provider

g) Thawte SSL Web Server Certificate with Extended Validation

10. COPYRIGHTS AND INTELLECTUAL PROPERT RIGHTS

10.1. The name "Motorized Ltd", trademarks, logo and all the website's or app content, including software, data files, copyrights and intellectual property rights belong to the company and are protected by the Copyright, Designs and Patents Act 1988.

10.2. The content of the website or app, in particular all the Images, graphics and text is the property of the company. No content of the website or app or parts thereof may be reproduced, copied or published in any form or by any means without the written permission of the company.

11. LIABILITY AND COMPLAINTS

11.1. The company's liability is limited to the claims arising from the company's breach of these Terms and Conditions, any misrepresentation or negligence.

11.2. All claims and complains, must be submitted in writing to the company within 10 working days from the date of the service.

11.3. The claims and complains shall specify:

- a) reference number of the transaction,
- b) name and surname of the user,
- c) email and phone number of the user,
- d) detailed reasons of the claim or complaint.

11.4. The company will endeavour to respond to claims and complaints within 10 working days.

a. In the event of any technical problems outside its sphere of responsibility or damages caused by Force Majeure the company is not liable for any resulting claims.

b. The company is not liable for actions or inactions of third parties or others.

11.5. The company is indemnified against all claims by financial institutions, payment method owners, government bodies, users and/or other third parties

arising from any acts and/or omissions by the supplier, Users and third parties (it has engaged).

12. PRIVACY POLICY

12.1. The company is committed to protecting the User's and third-party Personal Data under the Data Protection Act 1998.

12.2. All Personal Data obtained shall be confidential and exclusively used only for the purpose of the performance of these Terms and Conditions.

12.3. The company will not share the user's or third parties any personal information with others for marketing or commercial purposes unless the permission in writing is given.

12.4. Detailed information on how personal information is collected and used by the company is available in Privacy Policy.

12.5. The Privacy Policy and Cookies Policy are incorporated into these Terms & Conditions by this reference.

12.6. The duty of confidentiality does not apply in cases breaching any law, statute, contract or regulation, in particularly in order to comply with anti-money laundering obligations or to reduce the risk of fraud.

12.7. By logging in to the service, the customer agrees to accept the Term & Condition policy.

13. JURISDICTION AND LAW

These terms and conditions are governed by the Law of England, Wales and Scotland. The User agrees that the English Courts shall have jurisdiction to hear and determine any dispute arising from the interpretation and/or arising therefrom.

TERMS & CONDITION

Agreement between the User and Motorized11 LTD

last update: 10th of October 2024

The Terms & Condition sets out the agreement between garage and Motorized Ltd. Please read these Terms and Condition carefully and ensure that you understand them. If anything in this agreement is unclear or needs further explanation, please contact us. To conclude the agreement hereunder, no agreement has to be signed by the parties. By using Motorized Ltd services, you are deemed to have accepted this Terms & Condition.

1 DEFINITIONS

1.1 'Company' means Motorized Ltd.

1.2 'Garage' means a service station that offers their service through an application or a website Motorized Ltd.

1.3 'Agreement' means this agreement which set out rules of cooperation between the garage and the company.

1.4 'Personal Data' means information in accordance with the definitions of the Data Protection Act 1998, including garage name, address, telephone number, e-mail address, and bank account details.

1.5 'Force Majeure' means natural disasters or other circumstances beyond the control of the company for example: earthquake, hurricane, storm, flood, fog, war, plane crash, riot, strike, civil commotion, act of terrorism.

1.6 'Confidential Information' means any technical, technological, economic, financial, commercial, legal, organisational, personal and other information regarding the company or the garage, received, delivered or obtained during the course of business.

2 COMPANY

2.1 The Company's services offer:

2.1.1 MOT booking system (class 4 and class 7)

2.1.2 Access to the customer base,

2.1.3 Advertising on our website and mobile app,

2.1.4 Booking statements,

2.1.5 Period services statement,

2.2 The Company confirms that it is not a bank, it does not run banking activities and, as well as that it is not an electronic money institution or an issuer of electronic payment instruments.

2.3 The Company carries services with reasonable care and skill to ensure the security of the payment and Personal Data.

2.4 The Company undertakes to transfer funds from the correctly completed payment to the garage's bank account.

2.5 The Company warrants that it has implemented and obeys procedures of counteracting money laundering and financing of terrorism.

3 GARAGE

3.1 By using the company's services, the garage is deemed to have accepted this agreement.

3.2 To use the company services, the garage may need to fill an application to register at the

companies.

3.3 The company may refuse to accept the application of the entity applying for the status of

the garage without reason.

3.4 The garage is obliged to provide accurate, clear and complete information concerning their

business.

4 TRANSACTION

4.1 The Transactions are secured, encrypted and managed by qualified experts.

4.2 The Transactions are fully automated and immediately executed.

4.3 The Payment shall be identified on the basis automatically generated unique number.

5 GENERAL TERMS

5.1 The Company reserves the right to amend these terms and conditions at any time without prior notice. The amended terms and conditions will be published on the Website and any new versions of the terms and conditions will come into effect as soon as the

company publishes them. Any transactions made prior to any such change will be subject to the terms and conditions in force at that point.

5.2 All electronic messages are binding and have the same force of evidence as written on paper.

5.3 The Company is entitled to engage (the services of) third parties in the performance of this Terms & Condition.

5.4 Should certain provisions hereof become invalid or unenforceable, fully or partially, for any reason, other provisions hereof shall remain in force.

5.5 The garage undertakes to receive the client for the booked service at the specified time (+ -) 10 minutes on the specified booking day and time.

5.6 The garage undertakes to update its available services dates on a regular basis.

5.7 The garage undertakes to keep its price list up to date.

5.8 If a service has been booked prior to a price change, the garage has no right to claim against

the customer or Motorized Ltd for a price adjustment.

5.9 The garage undertakes to inform Motorized Ltd immediately by clicking on one of the sections:

- The service has taken place
- The service has not taken place (because garage reason)
- The service has not taken place (because user reason)

Which will initiate the process of payment for services rendered or not rendered.

5.10 Report of all services will be generated on a weekly basis.

5.11 All transfers will be made up to five working days from statement date.

5.12 In the event that the service does not take place due to the customer's failure to date appear on the agreed date or cancellation by customer on less than 48h before booking the garage will receive 50% of the value of the service booked.

5.13 The garage is obliged to immediately inform Motorized Ltd of any non-performance of booked services for technical reasons.

5.14 Motorized Ltd will not be responsible for any dispute or conflict between customer and workshop nor will it be a party to any of them.

5.15 Motorized Ltd is not responsible for comments or ratings posted by customer on applications or websites.

5.16 In the event of non-compliance with the Terms & Condition Motorized Ltd reserves the right to terminate the relationship with immediate effect.

6 FEES

6.1 Garage are obligated to covered transfer's fee.

6.2 Transfer's fee is 3% and may be changed depends by actual banks rate and Motorized Ltd

will inform you with minimum 3 working days.

7 SECURITY

7.1 The company guarantee security standards providing their services and protecting the Personal Data in their database.

7.2 The Personal Data is protected from unauthorized use.

8 COPYRIGHTS AND INTELLECTUAL PROPERT RIGHTS

8.1 The name "Motorized Ltd", trademarks, logo and all the website's content, including software, data files, copyrights and intellectual property rights belong to the company and are protected by the Copyright, Designs and Patents Act 1988.

8.2 The content of the website, in particular all the Images, graphics and text is the property of

the company. No content of the website or parts thereof may be reproduced, copied or

published in any form or by any means without the written permission of the company.

8.3 The garage is allowed to use trademarks, logo and the company's name on their website.

9 LIABILITY AND COMPLAINTS

9.1 The Company's liability is limited to the claims arising from the company's breach of this

Terms & Condition, any misrepresentation or negligence.

9.2 All claims and complains, must be submitted in writing to the company within 10 working

days from the date of the services.

9.3 The claims and complains shall specify:

- a) the date of event or reference number,
- b) garage details,
- c) detailed reasons of the claim or complaint.

9.4 The Company will endeavour to respond to claims and complaints within 10 working days.

9.5 Complaints on operating activities (including, without limitation, errors in files, breakdowns or inaccessibility of data exchange software, breakdowns or inaccessibility of the website, and any other system notices) submitted by the garage shall be reviewed by the company

immediately upon receipt.

9.6 In the event of any technical problems outside its sphere of responsibility or damages caused by Force Majeure the company is not liable for any resulting claims.

9.7 The company is not liable for actions or inactions of third parties or others.

9.8 The garage's complaint related to the performance of an agreement concluded between

the garage and users, shall be handled by the garage.

9.9 The Company is indemnified against all claims by financial institutions, payment method

owners, government bodies, users and/or other third parties arising from any acts and/or omissions by the garage, users and third parties (it has engaged).

10 PRIVACY POLICY AND CONFIDENTIAL INFORMATION

10.1 The Company and the garage are committed to protecting the user's and third-party Personal Data under the Data Protection Act 1998.

10.2 All Personal Data obtained shall be confidential and exclusively used only for the purpose of the performance of this Terms & Condition.

10.3 The Company and the garage will not share the user's or third parties any personal information with others for marketing or commercial purposes unless the permission in writing is given.

10.4 The Company and the garage shall keep/protect Confidential Information through out the term hereof and 3 years thereafter.

10.5 The duty of confidentiality does not apply in cases breaching any Law, statute, contractor regulation, in particularly in order to comply with anti-money laundering obligations or to reduce the risk of fraud.

11 JURISDICTION AND LAW

This Terms & Condition is governed by the Law of England, Wales and Scotland. The Supplier agrees that the English Courts shall have jurisdiction to hear and determine any dispute arising from the interpretation and/or arising therefrom.