

# Autobutler.co.uk - Terms and conditions for using autobutler.co.uk (motor vehicle owners) as well as information on managing personal data.

May 2018

When you set up a user profile as a motor vehicle owner on autobutler.co.uk, you will be asked to accept these user terms and conditions which we recommend that you read and save/print.

**N.B.!** The agreement between you as a customer and a garage in connection with collecting quotes, is not final before the acceptance of your quote (booking) has been received and confirmed by Autobutler or the garage. Autobutler is not a contracting party, but serves only as the provider of the contact between you as a customer and a garage.

We hold no responsibility in connection with Autobutler's/the garages' production and sending of quotes, including print- and typing errors as well as calculating errors. Autobutler or the garage will inform the customer as quickly as possible in case of such errors as well as send a corrected quote.

These terms and conditions include:

- \* our privacy policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate;
- \* our acceptable use policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy; and
- \* our cookie policy, which sets out information about the cookies on our site.

## 1. About the autobutler.co.uk service

Autobutler.co.uk is a web-based service (hereinafter "the Service"), operated by Autobutler ApS (hereinafter "we", "us" or "our" according to context) a company registered in Denmark and aimed at motor vehicle owners and garages. Users can use the Service as a platform for gathering offers for specified garage jobs, reviewing garages, getting advice and guidance and to set up a vehicle profile. Garages can also register and use the Service to submit offers for jobs or services on request from the users and to promote their business through their garage profiles on the Service.

The provider of the Service and data controller for managing your personal data (read more in article 10) is:

Autobutler ApS  
CVR no.: 32 89 17 99  
Rentemestervej 2b  
DK-2400 Copenhagen NV  
Tel.: +45 77 343 221  
Email: [info@autobutler.co.uk](mailto:info@autobutler.co.uk)  
(hereinafter "Autobutler")

The Service is divided into 3 main areas:

### a. User and vehicle profile and requesting offers

Users can set up a profile by inputting certain data. The user can also set up a profile for a vehicle with the data of their vehicle, including model, brand, usage data and registration number. The registration number is only visible to us and the garages that have been invited to make an offer. The information will only be used to process inquiries for offers.

Users who have set up a user profile can upload and share their own material and information, only to

the extent that other users and garages have been granted access to the Service by the user. The Service has a notification system whereby users can send and receive notifications to/from garages and upload material and photos of their vehicles.

#### **b. Garage profiles**

Garages can set up a garage profile with the qualifications of their business and upload and share their material and information to the extent desired.

Users will be able to browse through the profiles of the listed garages, read and write reviews of the garages (in accordance with these terms and conditions) according to their own experience and rate the service of the garages on a scale.

#### **c. Advice and guidance**

Users can ask questions about the operation and maintenance of vehicles to experts with whom we cooperate. The responses should be considered as guidance and advice only, and neither our business partners nor we can be held liable for a damage that may occur in connection with the acts of the user as a consequence of the advice and guidance received. You must obtain professional or specialist advice before taking or refraining from any action on the basis of advice, guidance or any information received through the Service.

## **2. Your user profile as vehicle owner**

To use the Service, you must set up your profile and in this connection submit mandatory master data, including personal data (your name, address, phone number and email address) and information about your vehicle. If you own or are a co-owner of a garage, or if you are employed by a garage, this must be stated when setting up the user profile, and this will also appear on your user profile and the notifications and inquiries that you submit on the Service.

You must not request quotes for jobs that are not actual jobs and garages must not make use of the Service to obtain the prices of their competitors (price check). Inquiries can only be made about vehicles if the user is the owner of the vehicle or has explicit consent from the owner to submit the inquiry.

When a job is requested it may be viewed by garages; however your contact information is only available to garages that you have specifically granted access to. Such access will only be granted if you, as a user, accept an offer from a garage. The garage will then be able to contact you on the email address and phone number you have submitted.

Your profile is personal, and each user may only set up one profile. You are not allowed to register an email address of another person or register as another person other than yourself. You must choose a password when setting up a profile. Your personal password must only be used by you, and you must keep it safe and not pass it on to others. If you forget your password, we can provide you with a new one, and if you suspect that your password has been misused, please contact us immediately and we will block the password and provide you with a new one.

## **3. Charges**

Setting up a user profile as a vehicle owner is free. Charges may be incurred if another agreement is entered into in connection with the Service, however if this occurs any charges will be invoiced separately.

By accepting an offer given by a garage in connection with a requested job made on the Service, a service fee can be added. The service fee will always be stated on the offer as well as in the total price, before this is accepted. The service fee is allotted to Autobutler ApS and is charged by the garage together with invoicing the garage work. Price of the service fee is state at <https://www.autobutler.co.uk/pages/how-does-it-work>

## **4. Sharing of content - upload of own material**

Through the Service, users can upload their own material, e.g. documents such as MOT certificates/vehicle test results, invoices, photos etc. and you have the option of granting garages access to this content.

Furthermore, you accept that any offers received and quotes or invoices etc. sent from garages will be added to your profile via the notification system of the Service.

If you upload material to the Service, you must make sure that you do not violate any intellectual property rights or privacy rights to the material, including but not limited to copyrights and trademark rights. Therefore, you may only upload and share material that you have created yourself.

If you upload and share material created by others, you must make sure that you have the necessary rights to the uploaded material or that you have obtained specific consent from the rights owner to upload and share the rights owner's protected material and for third parties, such as us and the garages, to review and use that material in connection with the Service.

Without specific consent from the rights owner, you are not allowed to upload the following material, without limitation:

- \* Scanned pages from books and magazines
- \* Documents and other content from other websites
- \* Photos that have not been taken by you
- \* Videos that have not been recorded by you

In particular with regard to photos and videos, you must be aware that if you upload and share photos/videos of other people, you must obtain consent from the people in the photo or video to share these photos and videos with others.

## **5. Liability for your own content**

You control your own information and the content that you choose to upload to the Service and share with others. Therefore, you choose who will be granted access to your information and your material, and you are also liable for the material that you upload and choose to share with others.

We do not assume any liability for your material and do not carry out any kind of clearing of rights (including intellectual property and privacy rights).

You are liable for the legality of the material that you upload and share with others, including that your use of any material does not violate any rights, e.g. copyrights, trademark rights or rights according to the The General Data Protection Regulation (GDPR). In the event of any third party claims of any nature against us as a result of your uploading and sharing of material, you are liable for damages and any associated costs. You may therefore face claims for damages from the rights owners as well as from us.

## **6. Guidelines for use of the Service**

You are entitled to make use of the Service at any time, however we reserve the right to make changes to the Service at any time. Primarily, the Service is intended for users to request repairs and service of their vehicles and for garages to make offers in return. Users are not allowed to use the Service for commercial marketing activities, including marketing of their own or other's commercial products, services or price checks, as stated under clause 2.

If the material you upload violates any intellectual property rights, e.g. copyrights or trademark rights, or if the material breaches any applicable local, national or international law, regulation, code or policy, including (without limitation), The General Data Protection Regulation (GDPR), advertising and marketing codes or criminal law, or if your use of the Service or material you upload is in any way fraudulent, we reserve the right to remove/delete such material at our own discretion and without notice.

As a user, you must act according to common "etiquette". Any material you upload must:

- \* be accurate (where they state facts);

- \* be genuinely held (where they state opinions); and
- \* comply with applicable law in the UK and in any country from which it is posted.

Any material you upload must not:

- \* contain any material which is defamatory of any person;
- \* contain any material which is obscene, offensive, hateful or inflammatory;
- \* promote sexually explicit material or violence;
- \* promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- \* be likely to deceive any person;
- \* be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- \* promote any illegal activity;
- \* be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- \* be likely to harass, upset, embarrass, alarm or annoy any other person;
- \* be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- \* give the impression that they emanate from us, if this is not the case; or
- \* advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

The Service must not be used for spam or in any other way to harass garages or other users, e.g. by continuing to send notifications although the receiver has declined notifications. If you notice that garages or other users do not follow these conditions, please contact us immediately.

We will determine, in our discretion, whether there has been a breach of these terms and conditions through your use of our Service. When we believe a breach has occurred, we may take such action as we deem appropriate. We reserve the right without notice to delete any content and information that we deem to violate these terms and conditions or any other relevant laws. In case of a serious and persistent breach of these terms and conditions, we reserve the right to terminate your access to the Service and delete your profile.

## **7. Information for you about the Service**

Provided you agree, we and the garages on the Service may send you notifications through the current notification system of the Service and to the email address provided for your account. Furthermore newsletters, advertisements and marketing materials about us and our business partners can occur at the Service.

The email address stated by you can only be seen by the garages, if you as a user have accepted an offer from a garage affiliated with the Service. In that case, the email address may be used in connection with the formation of the agreement regarding a job.

You can, at any time, easily and without any charge subscribe and unsubscribe to our newsletters and marketing material under your profile at the Service. You can also contact our support staff at [info@autobutler.co.uk](mailto:info@autobutler.co.uk).

ou have consented to receive marketing material from our business partners. Currently, we send out marketing material on behalf of the following business partners:

A list of our business partners is located at our webpage [here](#)

We will inform you of new business partners by updating the above list regularly. We do not pass on your personal information to any third party for their marketing purposes without your explicit consent. See also clause 10 regarding personal data.

We reserve the right to use your email address and the current notification system of the Service to send you notifications regarding a message or invoice from a garage, important information regarding the Service, including, but not limited to, information regarding security issues, significant changes to these terms and conditions, information about operation, new or changed features of the Service etc., and in the event that the notification system of the Service is not available.

## **8. Rights in relation to the Service and content of the site**

We or our licensors own all the intellectual property rights, including copyrights of the Service, trademark rights, codes, graphic elements etc. of the Service and the elements on the Service, which are at our disposal, including among others videos, animations, sound, music, text, images, photos etc. All such rights are reserved.

We do not obtain any rights to the material that you choose to upload, except that you grant us a non-exclusive, perpetual, worldwide licence to use, store and copy such material, including the right to make the material available to others on the Service or in other ways of our choice.

The rights to the material made available on the Service by users, regardless of whether it is on our behalf or on the behalf of garages or other users, is owned by the party who uploaded the material. Such material will be protected by the laws of copyright or trademark.

As an uploader and rights owner of material on the Service, you accept that any parties who you grant access to the material to may read and download the material for their own personal use, and that we and the garages may use it commercially, including to respond to your inquiries in connection with offers.

As a user of the Service, you can use the material that we and others make available on the Service for your own personal use, including your own personal use at home.

You are not allowed to grant access to others to use the Service or material available to you on the Service, and you are not allowed to (without limitation) transfer, distribute, forward or copy the material to others or to other web pages or use the material or Service for any commercial purpose.

If you wish to use the material for purposes other than those stated in these terms and conditions, you must make a request for consent to do so from the rights owner of the material.

## **9. Privacy Policy - Use of your information and your material**

By setting up your profile and uploading material, you accept that your information and material will be made available to garages.

By uploading material you accept that Autobutler, garages are allowed to use the material as stated under clause 8.

You can at any time choose to edit or delete your information and the material you have uploaded.

## **10. Personal data**

In this paragraph, we will give you information on, which personal data about you we collect and for what purpose. We collect and manage data about you in compliance with the EU Parliament and Council's The General Data Protection Regulation (GDPR) (EU) 2016/679 ("The General Data Protection Regulation (GDPR)") with adjoining legislation acts as well as hereof derived national legislation ("The Data Protection Act").

Autobutler is the data controller for your personal data that we collect. The data we collect is necessary, in order to give you access to and to be able to offer you this Service, to fulfill your requests, to optimise the webpage and to be able to market our own and our collaborators' products and services towards you. You can find our contact information in clause 1. About the autobutler.co.uk service.

We are not responsible for personal data that you choose to upload to the Service or for that information included in your communication with garages and other third parties.

The information that you upload via the Service or other passes on to garage etc., becomes the responsibility of the garage.

***Which information do we collect about you, at what purpose and on which legal basis?***

**When you visit autobutler.co.uk**, we automatically collect data about you and your use of the website autobutler.co.uk. This is e.g. data about what type of browser you use and information about your computer, your IP address and information about how you use the website, which pages you visit and what links you click, your traffic to and from the Service, referral URL addresses, ad data, standard weblog information and data collected via cookies, web beacons and technologies alike etc. The purpose is to optimise the user experience and autobutler.co.uk's functionality as well as make targeted marketing. This handling of data is necessary for us to be able to attend to our interests in improving autobutler.co.uk as well as show you relevant offers. The legal basis for this data processing is The General Data Protection Regulation (GDPR) Article 6, in particular Point F of Paragraph 1.

When you sign up for our newsletter, we collect data about your name and email address and we register that you have asked us to send you newsletters with marketing material from us and our collaborators. The purpose of this is to meet your request and to be able to attend to our interests in delivering newsletters for you. The legal basis for this data processing is The General Data Protection Regulation (GDPR) Article 6, in particular Point F of Paragraph 1.

**When setting up a profile on the Service**, we ask you to inform us about a number of key data points, including your name, address, email and phone number. You must also state whether you are the co-owner or employed at a garage. You cannot set up a profile without giving us this information. You can choose to login via a facebook profile. When you choose such a login for the Service, we get access to the data which you have chosen to be publicly accessible on the social media in question to be able to validate you. The type of data and the extent of data, which we collect about you, will depend on how you have adapted your public profile. You can choose to add further data to your profile about your vehicle, including information about model, brand, data about usage and registration number. We need this information to be able to give you access to the Service and offer you the services connected to the Service, including and to be able to convey contact to garages, that will give you quotes for car repairs etc in accordance with your request. The legal basis for this data processing is The General Data Protection Regulation (GDPR) Article 6, in particular Point B of Paragraph 1.

Via the Service, you have the opportunity to upload your own material in the form of documents, e.g. MOT reports, invoices, pictures, etc. You have the opportunity to share this content with garages. You decide who should get access to these uploaded materials, and you are responsible to any materials that you upload and choose to share with others.

When you request quotes for a repair of your vehicle, data about your car's registration number as well as the job you are requesting quotes for, are made accessible for the affiliated garages, so that they can assess the job and possibly make a quote for it. Your contact information is only passed on to the garage, if you accept a quote. The garage will hereafter be able to contact you via the email and phone number given by you. The legal basis for this data processing is The General Data Protection Regulation (GDPR) Article 6, in particular Point B of Paragraph 1.

When you communicate with us, including by email and phone, we collect the information you choose to give us as well as the advice or council that you are requesting. The purpose for this is to communicate with you according to your requests. The legal basis for this data processing is The General Data Protection Regulation (GDPR) Article 6, in particular Point B of Paragraph 1.

### ***Disclosure of your data***

We only disclose your personal data with other data controllers to the extent it is described in our current terms. Besides this, no disclosure of personal data will occur without your explicit consent, unless we are obligated to do this, by law or any legal obligation resting on us, or it is necessary to a legal demand to be settled, made valid or be defended.

Furthermore, we receive or collect data about you and your vehicle from third parties and add these to our user information. This information can include data from car information pages with regard to vehicle specifications, public authorities and organisations such as the Ministry of Transport and the Driver and Vehicle Licensing Agency (DVLA), any additional contact information and information about you from other sources. The data on your vehicle is used to inform and call you in for any expected, upcoming repairs.

The information can be left in the hands of external collaborators, who treats the information on our behalf. We use external collaborators for among other things technical operations, maintenance and improvements of the Service, sending our newsletters as well as targeted marketing materials. These companies are data handlers and follow our instructions and they handle data that we are data controllers for. The data handlers cannot use this data for other purposes other than fulfilling the agreement with us and they are subject to confidentiality in this regard. We have written data handler agreements with all data handlers, who handle personal data on our behalf.

The companies in question have made the necessary technical and organisational security arrangements against the information being accidentally or illegally destroyed, lost or damaged, as well as becoming the knowledge of, misused by or is in any other way treated in conflict with The General Data Protection Regulation (GDPR) or in conflict with our instructions by any unauthorized persons.

### ***Your rights***

With the aim to create transparency about the processing of your information, we must, as a data controller, inform you about your rights.

#### **Right to insight**

At any time, you have the right to request insight into our handling of your personal data, including which categories of information we have registered about you, which purpose the handling serves, categories of recipients of information etc. You have the right to get a copy of the personal data about you that we handle. If you wish to get a copy of your personal data, you must send a written request to [info@autobutler.co.uk](mailto:info@autobutler.co.uk). You may be requested to provide additional documentation to confirm your identity.

#### **Right to retraction**

You have the right to get a retraction on any incorrect personal data about you. If you become aware of any mistakes in the information that we have registered about you, we encourage you to make a written request to us, so that the information can be corrected.

#### **Right to be deleted**

In some instances, you have to write to have all or some of your personal data deleted by us, e.g. if you retract a consent, and we are without any other legal basis for continuing the data processing. To the extent that a continued processing of your data is necessary, e.g. so that we we comply with our legal obligations or for a legal demand to be determined, made valid or be defended, we are not obligated to delete your personal data.

#### **Right to limit the processing to storage**

In some instances, you have the right to have the processing of your personal data limited to storage only , e.g. if you believe that the information we have about you is not correct.

#### **Right to dispute**

At any time, you have the right to dispute our processing of your personal data, with regard to direct marketing, including the profiling made to be able to target our direct marketing.

Furthermore, you have the right to, at any time, for reasons regarding your personal situation, make a dispute to the processing of your personal data, that we make based on our legitimate interests.

#### **Right to retract consent**

At any time, you have the right to retract consent given to us for processing your personal data.

#### **Right to complain**

At any time, you have the right to complain to the Datatilsynet, Borgergade 28, 5, 1300 Copenhagen K about our processing of your personal data. A complaint can be sent by e-mail to [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk) or via the phone on +45 33 19 32 00.

If you wish to make use of one or more of your rights, please contact us at [info@autobutler.co.uk](mailto:info@autobutler.co.uk). However, we do reserve the right to deny requests that are unfounded or excessive, especially if they are repeated, and we can also condition the reply with a fair fee.

## ***Deleting data***

Data collected about your use of autobutler.co.uk will be deleted no later than when you haven't visited the website for 5 years.

Data collected in connection with your signup for the newsletter will be deleted, when your consent for the newsletter is retracted.

Data collected in connection with your setting up of your profile will automatically be deleted, when you delete your profile [or if you haven't logged into your user profile in 5 years and if you do not log in within a month after we notify you, via the informed email address, that we intend to delete your profile. Messages on fora etc. will however still be available after deleting your profile, see article 13.

## **11. Cookies Policy**

Cookies and similar technologies are used on the Service, applications, notification systems and tools.

A cookie is a small file which is stored on your computer, containing identification of the computer for autobutler.co.uk. The file does not contain any information about you. We and our business partners (e.g. advertisers, media agencies and advert networks) use cookies to provide the best possible experience on the Service for users, including targeted information for you and to enable the Service to remember your username and enhance your experience of our website, as well as for statistics, measuring our service and for marketing purposes.

You can disable or remove cookies by using tools that are available in most browsers. The various browsers offer different options for disabling the possibility of storing cookies. However, if you dismiss cookies and similar technologies you will not be able to use certain features, services, applications and tools on our webpages. You will also be asked to enter your password more frequently when visiting our websites. To get more information on blocking, deleting or disabling these technologies, please refer to the Help section on your browser, application or device.

In general, these technologies make our Service, applications, notification systems and tools able to store relevant information in your browser or device and to use the information later on.

We do not store your personal information by using these technologies, but we use them to identify you in our servers and internal systems. If relevant, we protect our cookies and other technologies so that only we and/or our business partners are able to read them by giving them a unique ID only readable to us.

For further specification of the cookies used by the Service, applications, notification systems and tools, please read [this](#)

## **12. Limitation of liability**

Our aim is that the Service is always available. However, situations may occur where the Service is unavailable due to, without limitation, safety or maintenance reasons, network issues, defects in communication connections and hardware, and if possible, we will make a notification about such situations on the Service, especially if the Service will be unavailable or partly unavailable for longer periods of time.

We cannot guarantee that the Service is always available.

We regularly make backup copies of the Service and all information of the Service, but unfortunately data losses may occur, and therefore we recommend that you make a backup copy of the material that you upload to the Service. We disclaim any liability for loss or damage of your data, including uploaded material.

To the extent permitted by law we disclaim any liability – direct and indirect – for any loss incurred by your use of the Service or by errors and/or deficiencies in the Service, or the termination of the Service. We will not be liable to any user 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: use of, or inability to use, our Service; or use of or reliance on any content displayed on our Service.

We merely communicate information on the Service, including inviting and making offers between users and garages. Although we make reasonable efforts to update the Service, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up-to-date. We are not involved in the transactions and will not be a party to the contract between a user and a garage; we disclaim any liability for the execution of the job and any flaws and deficiencies in this respect. As stated above, we only provide our Service for domestic and private use. You agree not to use our Service for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Service or any content on it, whether express or implied.

Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

Our site may include links to other websites and resources provided by third parties. These links are provided for your convenience to provide further information. They do not signify that we endorse such websites. We have no responsibility for the content of the linked websites and we will not be liable for any loss or damage that may arise from your use of them. You may not create a link to this website from another website or document without our prior written consent.

If we, despite the above, should be held liable, regardless of the basis of liability, our liability toward you is limited to the greater of the following:

- (i) 50% of the total payment received from you within the 6 months previous to the occurrence of the claim for damages, or
- (ii) DKK 1,000.

The above applies unless otherwise stipulated by English law.

You acknowledge that your breach of terms and conditions may cause damage or loss to us and you agree to indemnify us in full against any third party liabilities, claims, costs, loss or damage including consequential losses, incurred as a result of such a breach. This means you will be responsible for any loss or damage we suffer as a result of your breach.

## **13. Deleting your profile**

You can at any time delete your profile and/or the information and material uploaded by you on the Service. When deleting your profile, please note that any messages on forums or notifications sent to other users will still be available for the recipients and that these messages and notifications will not be deleted. If your profile is inactive for more than 6 months or if you violate these terms and conditions, we reserve the right to delete or deactivate your profile and the information and material completely or partly uploaded by you.

We also reserve the right, without notice, to stop providing the Service and delete your profile in this case.

## **14. Modification of these terms**

We reserve the right to modify these terms for using autobutler.co.uk at any time. The current version of the terms and conditions will be available on the Service at any time. In case of significant modifications of these conditions, you will be informed and asked to accept the modified conditions where appropriate.

## **15. Transfer**

Your user profile is personal, and you cannot transfer it to others without our consent.

We reserve the right to transfer the Service completely or partly with all content, users and rights to a third party. In case of such a transfer, you will be notified hereof with a deadline for deleting your profile if you do not accept the transfer.

## **16. Applicable law and venue**

These terms and the use of the Service are governed by English law and the courts of England and Wales have jurisdiction over any disputes arising as a result of these conditions. Any disputes will be decided upon by the Danish court of law.