

OBD Relocating & Coding Terms and Conditions ('Terms')

These Terms and Conditions ('Terms') belong to OBDRelocating and Coding and were last updated on **26**th **May 2022**.

Please ensure you read and understand these Terms and Conditions before using OBDRelocating and Coding services.

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1. General

- 1.1 OBD Relocating and Coding ('we/our/us') are a small, reputable company, based in Solihull, West Midlands near the A45 and specialises in Coding, Diagnostics and OBD Kits
- 1.2 We are a registered company in England and Wales.
- 1.3 OBD Relocating and Coding maintains the following platforms; Internet Website 'www.obdrelocatingandcoding.uk', Instagram '@OBDRelocatingandcoding' and Facebook 'OBDRelocatingandcoding' (For the ourpose of this document, Instagram and Facebook will together be known as 'Social Media Platforms' throughout.)for informational and communication purposes
- 1.4 Your access to and use of OBD Relocating and Coding services, use of the website and use of the Social Media Platforms is subject to the following Terms and Conditions as well as any modifications issued by OBD Relocating and Coding to this document and applicable laws and regulations
- 1.5 Among other things, 'our' website and other Social Media Platforms, provides general information concerning various products and services and other opportunity to obtain additional information concerning those products and services
- 1.6 By using OBDRelocating and Coding services, you agree and will be deemed to be bound by these Terms. If you do not want to be bound by these terms, please do not use 'our' services

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2. Website and Social Media Platform Content

- 2.1 The information and images posted upon all 'Social Media Platforms' and/or 'our' Website may contain slight errors; could include but not limited to typing errors, omissions or out of date content.
- 2.2 OBDRelocating and Coding may change, update, or delete any posted information or materials at any time and without any prior notice.
- 2.3 The information and images posted upon 'our' Website and/or 'Social Media Platforms' and provided for informational purposes only and wholly belong with OBDRelocating and Coding.
- 2.4 OBD Relocating and Coding aims to update the Website and/or 'Social Media Platforms' regularly. Personal information such Vehicle Registration Number, faces and sometimes background of photographs, may be edited to ensure said information is not visible.
- 2.5 Any links to third party websites and/or 'Social Media Platforms,' are operated by third parties and OBDRelocating and Coding do not have any control, over their content.
- 2.6 Third party websites and/or 'Social Media Platforms' are wholly owned by their third party registered owners and OBDRelocating and Coding does not maintain, control nor operate said third party websites and/or 'Social Media Platforms'
- 2.7 OBDRelocating and Coding is not responsible for the availability, content, terms, and conditions of linked sites.
- 2.8 Links to said Sites and/or 'Social Media Platforms' are provided for your convenience only and are accessed at your own risk.
- 2.9 'We' will not be liable if, for any reason, 'our' website and/or 'Social Media Platforms' are unavailable at any time or for any period.

3. Trademark and Copyright

- 3.1 Trademarks, service marks and logos used on 'our' Website and/or 'Social Media Platforms' are wholly owned by OBDRelocating and Coding, unless otherwise noted.
- 3.2 You may download and view these marks for informational purposes only as permitted by applicable copyright Laws and must retain unbroken copyright and other exclusive notices.
- 3.3 Other use of these marks, except as specifically permitted in these 'Terms' or agreed with prior written and signed notice by OBDRelocating and Coding member of management, is STRICTLY PROHIBITED.

4. Confidentiality

4.1 OBDRelocating and Coding respect the privacy of all visitor's identifiable information. All identifiable information will be strictly confidential and will not be disclosed to anyone outside the company of OBDRelocating and Coding unless deemed necessary by applicable laws.

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- 4.2 Some personal information may be kept on an electronic device for business purposes including, but not limited to customer name, telephone numbers, email addresses. If you do not wish said information to be stored, please make it clear to OBDRelocating and Coding as soon as possible.
- 4.3 OBDRelocating and Coding Website and/or 'Social Media Platforms' will collect such information about you when you knowingly and voluntarily submit it.
- 4.4 OBDRelocating and Coding does NOT sell or rent any personal information from visitors of 'our' services, 'our' Website and or/'Social Media Platforms'
- 4.5 OBD Relocating and Coding will not use identifiable information about visitors for any purposes such as newsletters or bulletins.
- 4.6 OBDRelocating and Coding may collect data of visitors to 'our' website. Said data is NOT identifiable. This is to ensure that 'we' can keep enhancing and improving 'our' services to valued visitors.

5. Payments and Reimbursement

- 5.1 OBD Relocating and Coding accept the following forms of payment
 - 5.1.1 Visa/Mastercard/Maestro/American Express
 - 5.1.2 Google Pay
 - 5.1.3 Apple Pay
 - 5.1.4 Cash
 - 5.1.5 Bank Transfer (Details will be provided)
- 5.2 By using a third-party payment provider you agree to abide by the terms of such the payment provider and you will agree to pay any applicable fees for the payments made through such platforms.
- 5.3 OBD Relocating and Coding do not store any payment details.
- 5.4 Payment must be made in <u>FULL</u> by either method listed above prior to leaving after any session.
- 5.5 In the event you are not happy with the service provided by us, please speak to us as soon as possible and we will try our best to rectify any issues.
- 5.6 Refunds or partial refunds will be at the discretion of OBD Relocating and Coding and will **NOT** be issued for faults occurred by you after a service has been provided and both OBD Relocating and Coding and customer are happy.
- 5.7 Refunds or partial refunds will **NOT** be issued in any instances that involve a customer no longer wanting the unlocked features, OBD Kits or any other service we provide when at the point of exchange of monies occur.
- 5.8 Any kind of abuse directed towards our staff in any medium or format will result in an immediate refusal to provide a service and will no longer be entitled to receive any service from OBD Relocating and Coding in future, including being refused access to Social Media Platforms and Website.

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6. Limitation and Liability

6.1 Under NO circumstance will OBDRelocating and Coding be liable

- 6.1.1 to you or any other person for any negligence, direct, indirect, significant, incidental, disciplinary damages;
- 6.1.2 Including but not limited to Loss of profits, business interruption, **OR LOSS OF PROGRAMS/SETTINGS OR OTHER DATA WITHIN A VEHICLE ONCE THE VISITOR HAS AGREED SAID PROGRAMS/SETTINGS OR OTHER DATA HAS BEEN CHANGED**, even if OBDRelocating and Coding has strictly advised of the possibility of such damages or losses;
- 6.1.3 for inability to access or visit 'our' Website and/or 'Social Media Platforms'.

7. Intellectual Property Rights

- 7.1 'We' are the owner and licensee of all content on 'our' Website and/or 'Social Media Platforms'
- 7.2 This content is protected by applicable Copyright Laws and all rights remain reserved.
- 7.3 You may download extracts and images from 'our' Website and/or 'Social Media Platforms', prior consent must be obtained before proceeding to download or replicate the work of OBDRelocating and Coding. This notice must be in writing, and you must have received written confirmation from OBDRelocating and Coding. <u>Authors of the material must be acknowledged</u>.
- 7.4 If you print, copy, or download any content off 'our' Website and/or 'Social Media Platforms' in breach of the above terms, your right to use 'our' Website and/or 'Social Media Platforms' will cease with immediate effect without any prior notice, and you must abolish all materials you have obtained.

8. Variation and Termination

- 8.1 OBDRelocating and Coding have the right at any time and without prior notice to revise these 'terms' or present new 'terms', and terminate these 'terms' at any point
- 8.2 Such revisions and additions shall be effective immediately upon notice, which may be given by any means. Any access or use of 'our' services by you after notice of revisions or additions to these 'Terms' shall constitute and be deemed to be your agreement to such revisions or additions.
- 8.3 OBDRelocating and Coding also have the right to terminate 'our' services offered, or any individuals rights to access 'our' services including and not limited to 'our' 'Social Media Platforms' at any time and without any prior notice.

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