

Auto-Solve User Licence

Access to Auto-Solve's information is controlled by an electronic permit activated via a security dongle. The security dongle is supplied by Auto-Solve or its authorised agent to gain access to the Auto-Solve information. To be issued with such a security dongle you must pay an Access Fee as directed.

By paying the Access Fee, you agree to be bound by the terms and conditions of this Licence. In exchange, Auto-solve will grant you a licence to access and use the Auto-solve information on the following terms and conditions:

1. Definitions

In this Licence, the following words will have the following meanings:

"Auto-Solve" means Auto-Solve Technology Limited of Unit K Cartwright Mill Business Centre, Brue Avenue, Bridgwater, Somerset, TA6 5LT England ;

"Auto-Solve Information" means the information gathered by Auto-Solve and published on CD ROM, via downloaded software and on the subscription area of the Auto-Solve websites [www.auto-solve.co.uk and www.diagnostic-assistance.co.uk];

"Security Dongle" means a specific hardware key supplied and supported by Auto-Solve.

"Registration Form" means the electronic form on which You enter Your details

"Licence Area" means that part of the Auto-Solve Software or Website which is only accessible by entering a valid username and password and which contains the Auto-Solve Information;

"Access Fee" means the fee You pay to Auto-Solve directly or via its authorised distributors for the right to access the Auto-Solve Information, details of which are set out on the Registration Form "You" means the organisation paying to have access to the Auto-Solve Information, and "Your" will be construed accordingly;

"Software" the technical information, illustrations, applications and functional scripts compiled and published in a format for viewing on a computer, entitled 'Diagnostic Assistance'.

2. Licence Grant

2.1. On receipt of the payment of the relevant Access Fee, Auto-Solve will grant you access to the Auto-Solve Information and grant you a non-exclusive non-transferable limited licence to use the Auto-Solve Information.

2.2. The Licence is issued to the single site or address and covers the access of Auto-Solve Information by a single personal computer in conjunction with the Security Dongle at that location.

2.3. You will only use the Auto-Solve Information as a source of reference for the purposes of diagnosing, maintaining, repairing motor vehicles.

2.4 You may not reverse engineer, decompile, or disassemble the Software, and you agree to prevent unauthorised copying of the Software. The decompilation of binary code is specifically prohibited by this license agreement.

2.5. You may not use, rent, lend, lease, sell, distribute or otherwise transfer any Auto-Solve information or any copy, modification, translation or adaptation of any Auto-Solve information except as permitted by law or expressly set out in this Licence.

2.6. All rights in the Auto-Solve Information and Security Dongle, including, without limitation, all copyright and database rights (including but not limited to all data, text, images, diagrams and layouts) are owned by Auto-Solve and are subject to international copyright laws and treaties.

All rights of Auto-Solve are hereby expressly reserved. This Licence does not give You any rights of ownership in Auto-Solve's intellectual property.

3. Duration

3.1. Unless Auto-Solve terminates it in accordance with clause 5.2 below, this Licence will begin on the date on which Auto-solve issue You with a security dongle to access the Auto-solve Information and will continue for three years, or such time as agreed and paid for.

3.2 Auto-Solve Technology Limited will provide support for the software version purchased for a period of three years from the original purchase date. Dongles are supported for the same period of time only if you register it, using the form provided in the Software, within thirty days of purchase. Dongle support entitles you to one free replacement during the support period for either accidental damage or the unsuccessful operation of the security dongle on a return to seller basis. No support backup or warranty is offered on dongles for any other reason.

4. Warranties and Indemnities

4.1. The Auto-Solve Information has been compiled by Auto-Solve from information supplied by vehicle and component manufacturers and from the results of tests carried out by Auto-Solve, its agents and partners All reasonable care has been taken to ensure the accuracy of such information. Nevertheless, Auto-Solve give no warranty that the Auto-Solve Information is complete or accurate and, to the maximum extent permitted by law, Auto-Solve will accept no liability arising from any inaccuracy or incompleteness of the Auto-Solve Information.

4.2. The Auto-Solve Information was compiled for use with vehicles manufactured to European specifications. You should be aware that in countries outside Europe model names and descriptions and the specifications relating to them may differ from those listed in the Auto-Solve Information.

4.3. The Auto-Solve Information is provided 'AS IS' and all conditions or warranties express or implied, statutory or otherwise (including without limitation those pertaining to accuracy, completeness, currency, non-infringement, merchantability or fitness for a particular purpose (whether or not notified) of any product) are hereby excluded.

4.4. Auto-Solve makes all reasonable efforts to ensure the Auto-Solve website and Auto-Solve Information is free from computer viruses, Trojans and other malicious code, however You should ensure that You use adequate, up to date, anti-virus software. Auto-Solve will accept no liability arising from any infection by computer viruses or other malicious code.

4.5. Except as set out in this Licence or as required by law, no other warranties (whether express or implied) are made in respect of the Auto-Solve Information or the Auto-Solve website.

4.6. Your sole remedy and the entire liability of Auto-Solve are as set out in this Licence and in no event shall Auto-Solve be liable to you or any other person for any damages including any incidental or consequential loss, loss of profits or business or other damages arising out of any representations relating to the Auto-Solve Information or the use or inability to use the Auto-Solve information.

4.7. You hereby indemnify and hold harmless Auto-Solve from and against all liability, cost (including legal costs), damage, loss, action, claim or proceedings arising directly or indirectly as a result of any unauthorised use by You (or Your employees) of the Auto-Solve Information.

4.8. Nothing in this Agreement shall operate to exclude or restrict the liability of either Party for death or personal injury due to its negligence, nor for fraudulent misrepresentation.

5. General

5.1. You shall not assign or sub-license all or any part of Your licence or the Auto-Solve Information without the prior written consent of Auto-Solve.

5.2. In the event that you fail to comply with the terms and conditions of this Licence, Auto-Solve shall be entitled to terminate the licence granted to you with immediate effect and without notice.

5.3. If any provision of these Licence terms and conditions and the licence granted to you is declared void or unenforceable the remaining provisions of these Licence terms and conditions and the licence shall remain in full force and effect.

5.4. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of the other Party.

5.5. Nothing in this Licence is intended to confer any benefit on any third party (whether such benefit would have arisen under the Contracts (Rights of Third Parties) Act 1999 or otherwise) and no term will be enforceable by any third party.

5.6. No amendment or variation to this Licence shall take effect unless it is in writing, signed by authorised representatives of each of the Parties.

5.7 You agree to be identified as a customer of Auto-Solve and that Auto-Solve may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in Auto-Solves marketing materials, on Auto-Solves web site, in public or legal documents. You hereby grant Auto-Solve a license to use Your name and any trade names and trademarks solely pursuant to this marketing clause.

5.8. These Terms and Conditions and the licence granted to you shall be governed by and construed in accordance with the laws of England.