

Terms of service

I Introduction

These Terms and Conditions govern your use of the Website ran under the brand "VinCheckExpert", in the Internet domain "vincheckexpert.com" If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use the Website.

VinCheckExpert reports are based on Free VIN Check and give Customers information about odometer fraud, mileage check, real/rollback mileage, estimate mileage, vehicle accidents/damages, legality, car service history, previous owners, market value, defects, and previous car images. We acquire the data from the our and our partners database. Despite our efforts to make the vehicle history and other information: has the car been stolen, did it have an accident, estimation of the value of the vehicle, number of owners, pictures of vehicles from abroad a reliable source of knowledge regarding a particular vehicle, full verification of that data with the up-to-date actual state is not possible. Therefore, the data Reports may replicate source errors of the database and differ from the up-to-date actual state. Due to that fact, the reports should be treated only as a subsidiary tool to assess the history and condition of a particular vehicle, and the actual condition and documents of that vehicle should be always examined directly by concerned persons, especially before vehicle purchase. The obtain Reports is chargeable. Reports do not contain any personal data. The content of the Reports varies with respect to each vehicle and depends on the specific data available in the databases.

II Definitions

In these Terms and Conditions:

The "Report" provides data about mileage (real and/or rollback), if available, or estimates mileage based on our algorithm. Except for mileage (real, rollback, or estimate), Report provides other information: has the car been stolen, did it have an accident/damages, estimation of the value of the vehicle, defects, number of owners, pictures of vehicles from abroad and which should be treated only as a subsidiary tool to assess history and condition of a particular vehicle as they are not fully verified with respect to their accuracy and consistency with the up-to-date actual state of that vehicle.

"Database" means all sources of the vehicle data available to us.

"Algorithm" is a statistical algorithm which calculates the mileage of a particular vehicle based on their performance for vehicles which mileage is not available in databases available to us.

"VIN" means the Vehicle Identification Number that is a unique code used by the automotive industry to identify individual motor vehicles, towed vehicles, motorcycles, scooters and mopeds as defined in ISO 3833.

"Consumer/Customer/User" means any natural person who is acting for purposes which are outside his or her trade, business or profession.

III License to use the Website

Unless otherwise stated, we or our licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not in particular:

- republish material from the Website (including republication on another Website);
- sell, rent, lending, donation, transfer, or sub-license material from the Website;
- show any material from the Website in public;

- reproduce, duplicate, copy or otherwise exploit material on the Website for a commercial purpose;
- edit or otherwise modify any material on the Website; or
- redistribute material from the Website.

Unless you receive our express written consent to do so.

IV Acceptable use

You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Information, graphics, and other materials available on the Website are subject to copyright protection.

You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Website without our express written consent.

You must not use the Website to transmit or send unsolicited commercial communications.

You must not use the Website for any purposes related to marketing without our express written consent.

V Restricted access

Access to certain areas of the Website is restricted. We have the right to restrict access to other areas of the Website, or to the whole Website, subject to the rights of the users arising from the previously concluded agreements.

If we provide you with a user ID and password to enable you to access restricted areas of the Website or other content or services, you must ensure that the user ID and password are kept confidential.

VI User-generated content

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, rules of social existence, Netiquette nor other established customs, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or another similar complaint.

We reserve the right to edit or remove any material submitted to the Website, or stored on our servers, or hosted or published upon the Website.

Notwithstanding our rights under these Terms and Conditions and binding law in relation to user content, we do not undertake to monitor the submission of such content to or the publication of such content on the Website.

VII Procedure to obtain the VinCheckExpert Reports

Obtaining Reports is chargeable. In such a case, the payment shall be done solely via the payment services providers indicated on the Website (such as Visa, Mastercard, Maestro, DinaCard, American Express, PayPal, Bank Transactions, MoCoPay, Google Pay, Apple Pay).

In case you want to obtain Report you should first enter the VIN number and click on button. The agreement between you and us on providing the Report from the database shall be deemed as concluded at the moment of making the payment by you. These Terms and Conditions constitute part of the agreement between you and us.

Please be aware that payments for the services provided on the Website are made through the payment services providers indicated on the Website (such as Visa, Mastercard, Maestro, DinaCard, American Express, PayPal, Bank Transactions, MoCoPay, Google Pay, Apple Pay) and thus payments made in relation to the services provided on the Website are governed by terms and conditions of those companies, which are available on their websites.

Price list of the Report is provided on the Website.

After the payment complete, the Report will be sent to the user's e-mail specified in the request form on Website within 24h, no longer than 72 hours.

VIII Conversion Statement

All payments will be made in Serbian currency - dinars (RSD). The amount to be charged from the payment card (in case the currency is different from RSD) is converted into the local currency at the exchange rate of the card organizations. As a result of this conversion, a difference may be made in relation to the price of the service displayed on the website.

IX Limited warranties and complaints from the users

Pursuant to the agreement between you and us on providing the Report we are obliged to provide you with the vehicle data of a particular vehicle which are available in the database for 72 hours. The Reports are only to help and advise you. Our database is not an official database. Therefore, due to objective reasons, we do not warrant the completeness or up-to-date accuracy of the Report.

We do provide the Report only on the basis of the data that we possess in the database at the time of the request for providing with the vehicle data. Thus you should be aware that in case you obtain any of the services it is possible that some of the information you desire may not be available in the database or may be out of date or not accurate.

We are not liable for such lack of information in the vehicle data or lack of possibility to generate the vehicle data due to the lack of requested information in the database or due to the fact that the data are not up-to-date or not fully consistent with the actual state.

Should you notice any technical problems with the Website, or if you have any complaints regarding the Website, you should immediately notify us about this to the e-mail support@vincheckexpert.com. We make efforts to respond to your e-mail as soon as possible.

X Limitation of Liability

Nothing in these Terms and Conditions will (a) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (b) limit any of our or your liabilities in any way that is not permitted under applicable law, or (c) exclude any of our or your liabilities that may not be excluded under applicable law; in particular, it will not exclude any of our or your liability for damage or loss made by fraud (meant as intentional guilt).

The limitations and exclusions of liability set out in these Terms and Conditions:

- are subject to paragraph 1 above;
- govern all liabilities arising under the Terms and Conditions in relation to the subject matter of the Terms and Conditions, including liabilities arising in contract, tort, and/or delict; and
- are not applicable to the Consumers.

VinCheckExpert will not be responsible for:

- any loss or damage of any nature unless that loss or damage were done by fraud (meant as intentional guilt), in particular, any liability on the basis of warranty rule or similar is hereby excluded;
- any loss or corruption of any data, database, or software both our and yours;
- incorrect data entry and / or intentional entry of incorrect data in the query by the Consumers;
- misinterpretation of or other data by Consumers;
- any actions that the Consumers takes on their car as a result of our reports;

- any losses arising out of any event or events beyond our reasonable control;
- the inaccuracy of the information provided in the Report or for its content;
- the damage incurred by the Consumers or any third parties in connection with the use of the Report;
- the malfunctions or interruptions of the functioning of Website or its database that occurred for reasons beyond the our control;
- the damage incurred by the Consumers as a result of the use of this information by third parties.

We are only responsible for the technical posting of information contained in the Report on the Website if the Report complies with all the requirements set out in the Rules, and for technical support of the database of this Website.

The Report is provided exclusively to the Consumers which is a party to the agreement with us on providing the vehicle data. Making the vehicle data public by the purchaser of that data who is not the Consumer is forbidden.

XI Refund Policy

You are eligible for a full or partial reimbursement within 14 calendar days of your purchase. After the 14-day period, you will no longer be eligible and won't be able to receive a refund.

Reasons for a refund are: if you notice any discrepancies in the VIN verification service; if you did not receive the report after paying and other reason.

XII Indemnity

In case you are not the Consumer, you hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities, and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

XIII Breaches of these Terms and Conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, which aims to stop the continuation of the breach and to limit the scope of the damage caused by the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your Internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

XIV Variation

We may update these Terms and Conditions from time-to-time by posting a new version on the Website. In case you have provided us with your personal data, including your e-mail address, and if our services for you are being provided at the time of change of this Terms and Conditions, you will be notified about every such change.

In case you are not the Consumer, a change of our contact details will not constitute an amendment to these Terms and Conditions.

You should keep your e-mail address specified upon registration on the Website up-to-date.

XV Assignment

You may not transfer, sub-contract, or otherwise deal with your rights and/or obligations under these Terms and Conditions.

XVI Severability

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

XVII Exclusion of third party rights

These Terms and Conditions are for the benefit of you and us and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms and Conditions is not subject to the consent of any third party.

XVIII Entire agreement

These Terms and Conditions and prices stipulated on the Website constitute the entire agreement between you and us in relation to your use of the Website and supersede all previous agreements in respect of your use of the Website.