

DVS CERTIFICATE SERVICE TERMS OF USE

INFORMATION ABOUT US

https://dvs.scania.com is a site operated by Scania (Great Britain) Limited ("**We**"). We are registered in England and Wales under company number 831017 and have our registered office at Delaware Drive, Tongwell, Milton Keynes MK15 8HB. Our VAT number is 485809107.

CONTACT US

If you have any questions, please do not hesitate to contact us:

Post: Scania (Great Britain) Limited, Delaware Drive, Tongwell, Milton Keynes MK15 8HB. Telephone: 01908 210210 Contact form:

https://www.scania.com/uk/en/home/con tact-us.html

TERMS OF USE

These terms of use (together with the documents referred to in this document) tell you the terms of use on which you may make use of our website <u>https://dvs.scania.com</u> (our "**site**") and access our DVS Star Rating system. Use of our site includes accessing, browsing, or using the site to request a DVS Star certificate.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site and any interactions we may have with you in relation to a DVS Star Rating requested through our site. We recommend that you print a copy of this for future reference.

Your attention is drawn to the section titled "LIMITATION OF OUR LIABILITY" which explains the limits on our liability to you under these terms of use.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to our privacy documentation which can be found here: <u>https://www.scania.com/uk/en/home/ad</u> <u>min/misc/privacy-statement.html</u>. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us, and which also applies to your use of our site.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

These terms were most recently updated on 14 June 2024.

DIRECT VISION STANDARD STAR RATING

Our site can be used to obtain a certificate confirming the Direct Vision Standard ("**DVS**") Star Rating for your Scania vehicle.

In order to provide a certificate confirming the DVS Star Rating for your vehicle, you must provide us with the information listed on our site, including the chassis number, vehicle registration number and your name and contact details. By submitting information to request a certificate, you confirm that:

- you are the owner of the vehicles that you submit information for, or have the owner's permission to submit information for those vehicles;
- all information that you provide is complete and accurate; and
- we can issue the certificate to the email address which you have provided.

Provided that you comply with these terms of use and any other instructions we may give you, we will provide you with certificates confirming the DVS Star Rating for the vehicles you have submitted a request for.

Each certificate issued to you will confirm the DVS Star Rating for the relevant vehicle based on the chassis number provided and the status of the vehicle as it





was manufactured. We are unable to confirm the accuracy of any vehicle registration number that you provide, which means we cannot provide a DVS Star Rating without a chassis number.

Where changes have been made to your vehicle since manufacture, we are not able to provide a DVS Star Rating for the vehicle as modified. We can only issue a certificate in respect of the DVS Star Rating for the vehicle as manufactured.

If you provide inaccurate information or if your vehicle has been modified so that it is no longer as manufactured, we will not be responsible for any inaccuracy in the DVS Star Rating which we provide to you or for not providing you with a DVS Star Rating where we are unable to accurately confirm the appropriate DVS Star Rating.

We do not guarantee that any certificate will be provided on the same day as you make your request. It is your responsibility to request any certificates that you need in good time to meet any deadlines, including any deadline for applying for a DVS Safety Permit from Transport for London. We will not be responsible for any failure to obtain a DVS Safety Permit, or for any breach of relevant law as a result of you not having obtained a DVS Safety Permit.

Transport for London may require additional information or documents in order to issue a DVS Safety Permit. You are solely responsible for providing any other information that Transport for London may request.

ACCESSING OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way; or
- to send, knowingly receive, upload, download or share any material which does not relate solely to the DVS Star rating system and your Scania vehicles.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site; and
- not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

If you use the site for any prohibited purpose or otherwise breach these terms of use, we reserve the right to restrict,





suspend or prevent your access to the site.

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Our status and that of any identified contributors as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up to date.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use 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 English law.

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

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 site; or
- use of or reliance on any content displayed on our site.

Please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

DATA MINING





You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

- any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same; or
- any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, our site, or any data published by, or contained in, or accessible via, our site or any services provided via, or in relation to, our site for the purposes of developing, training, finetuning or validating any AI system or model or for any other purposes not explicitly set out in these terms of use.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms of Website Use.

If you wish to make any use of content on our site other than that set out above, please contact us via our <u>contact form</u>.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.





We have no control over the contents of those sites or resources.

OTHER IMPORTANT TERMS

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England.

We may transfer our rights and obligations under these terms of use to another organisation. We will tell you in writing if this happens.

Nobody else has any rights under these terms of use. Any contract entered into under these terms of use is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court or other authority decides that some of these terms are unlawful or invalidates them, the rest will continue to apply.

Even if we delay in enforcing these terms of use, we can still enforce them later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.

