

# General terms and Conditions

[Introduction](#) - General terms and conditions

## Article I.

### General provisions

1. These Terms and Conditions govern the rights and obligations between the provider and the prospective client and the client while providing the services referred to Article III. of these General Terms and Conditions. The provider of the services is SAPPS, a. s., with its registered office at: Alžbetin Dvor 909, 90042, Miloslavov IČO: 51 036 649, which is registered in the Commercial Register of the District Court Bratislava I, Section: Sro, File No.: 6638 / B (hereinafter referred to as the "Operator"). The provider is not subject to value added tax (VAT).
2. The Managing Director of the Provider, and responsible person is Martin Bajla, [info@vin-check.eu](mailto:info@vin-check.eu).
3. The Provider is the operator of the website [www.vin-check.eu](http://www.vin-check.eu) (hereinafter referred to as the "Website"), which provides access to the "Vehicle Report" system. The Site system is divided into an unpaid and paid section.
4. The Client is a natural or legal person who visits the Website and pays for the service referred to in Article III, to gain access to the paid section of the Website. According to law no. 102/2014 Coll. "consumer" means a natural person who, when concluding and performing a consumer contract, is not acting within the scope of his business, employment or profession.
5. A Prospective Client is a natural or legal person who visits the Website and uses only the unpaid part of the Site's system.
6. The supervisory authority is the Slovak Trade Inspection (hereinafter referred to as "SOI"), SOI Inspectorate for the Bratislava Region, Prievozská 32, P.O. Box 5, 820 07 Bratislava 27
7. The Provider provides Clients and Prospective Clients with customer support by e-mail: [info@vin-check.eu](mailto:info@vin-check.eu) every working day from 8:00 to 18:00.

## Article II.

### „Vehicle Report” system

1. The system is divided into unpaid and paid section. The unpaid section is available free of charge to any potential client.
2. The paid part of the system provides clients with specific information about the demanded motor vehicle.

The data shown in the paid and unpaid part of the system are set out in Article III. of these General Terms and Conditions.

3. This system is accessible to potential clients and Clients of Provider via the Internet on the Website 24 hours a day, except for short-term technical downtime necessary for regular system maintenance.

## **Article III.**

### **Service Agreement. Scope of services provided**

1. The contractual relationship between the Provider and the Client arises based on an electronic order generated by the Client and the subsequent payment of the required price for the provided service. These General Terms and Conditions form an integral part of the contract, and acceptance of these terms and conditions before the payment of the price for the provided service is a precondition of the contract.
2. Based on the concluded legal relationship, the Provider is obliged to provide the Client with the services for which he / she has paid, immediately after making the payment in accordance with these General Terms and Conditions and submitting a request in the "Buy Verification" system.
3. The providing of the paid service consists in providing the Provider, based on the information available to the Provider, to make available to the Client selected data about the requested motor vehicle in the paid section of the system.
4. The Client is informed in advance (i.e. before paying the price for the provision of the service) which type of data on the requested motor vehicle is available and decide accordingly to pay the Provider for the providing of specific data in the paid section of the system.
5. The Provider will make the demanded vehicle data accessible after imputing the vehicle's registration number or the vehicle identification number (VIN) into the system. The following types of data on the demanded motor vehicle shall be made available in the paid section of the system: the country of the insurance claim calculation, the date of the claim calculation, the total amount of insurance claim, the mileage of the vehicle, the list of repaired or changed parts and the photos of damaged vehicle parts. These data regarding demanded motor vehicle will be provided to the Client only if such a data exist and is available to the Provider.
6. The Provider informs the Prospective Client and the Client, that any data on the requested motor vehicle obtained from access to the system is for informational purposes only and cannot be used for commercial purposes nor is it usable for legal acts.

## **Article IV**

### **Payments**

1. The Provider's bank account is held at the FIO Bank with following bank account number (IBAN): SK50 8330 0000 0025 0127 6792.
2. A Potential Client or Client may use any of the available payment gateways on the Provider's Website for

the purpose of paying for the service. Choosing a payment gateway is a required for completing an electronic order. There are no additional charges for using the payment gateway.

3. In case that a Potential Client or Client would like to pay Provider using other option than payment gateway available on the Provider's Website client is possible to contact the Provider at the following e-mail address: [info@vin-check.eu](mailto:info@vin-check.eu).

4. After the payment is made, the Provider will send the Client a confirmation of payment to the Client's e-mail address stated during the registration, stating his identification data, the Client's identification, identification number of the order, the order date and time, service description (motor vehicle verification) quantity of paid services, unit price and total price of ordered services.

5. If the Client wants to contact the Provider, after sending the order, he / she can use the customer support mentioned in paragraph 7 of Art. I. of these General Terms and Conditions.

## Article V.

### Price list, deals and bonuses

1. For the purposes of the Provider's price list, the term "provided services" referred to in Art. III of these General Terms and Conditions means "Verification of Vehicle Insurance Claim". The prices stated in the Price List are final and the Provider will not add any fees to these prices.

2. The price for verification of one motor vehicle is 9,90 €.

3. All the above information is also published in a price list, which is available to Potential Clients and Clients at: [www.vin-check.eu/krok-2](http://www.vin-check.eu/krok-2).

## Article VI

### Provider's responsibility for provided services. Complaints

1. The Provider informs Potential Clients and Clients that, in order to provide the maximum amount of information related to the verified motor vehicles, the provider shall cooperate with: third parties - partners operating in the Slovak Republic as well as abroad. These are mainly partners operating in the field of car service, vehicle dealers, leasing companies, insurance companies, notarial chambers and other companies operating in the automotive industry.

2. The Provider informs Potential Clients and Clients that any the information provided in the system is based on the information available to the partners mentioned in paragraph 1 without Providers possibility to verify their accuracy and completeness. The Provider disclaims responsibility for the accuracy and completeness of the information provided in the system.

3. Based on the information referred to paragraphs 1 and 2, the Client is entitled to file a complaint with the Provider electronically by e-mail : [info@vin-check.eu](mailto:info@vin-check.eu) or deliver it personally or by registered mail to the Provider's address without delay, especially in the case that the Provider fails to provide the Client with a

paid service after the Client has ordered and paid for the Service „Verification of Vehicle Insurance Claim“ and the service is unavailable, unless Customer was informed in advance about system shutdown and expected duration of system shut down. In the case, that the complaint was submitted, the Provider shall issue a confirmation of that the Customers complaint was submitted.

4. The Provider is obliged to determine the method of the complaint handling immediately, in specific cases no later than 3 working days from complaint submitting date, in justified cases no later than 30 days from complaint submitting date. The result of the complaint procedure may be the rejection of the complaint, the additional providing of the service or the refund of the money paid to the Client. The Provider is obliged to issue Client a written document on the complaint handling. If the Client notifies the Provider that he / she is not interested in providing the service and the Provider accepts the claim as justified, the Provider shall return to the Client, without any charge, funds in the amount of the price paid by the Client for ordered service, no later than 7 calendar days after the complaint has been settled. If the complaint procedure results in additional access to the service to the Client, the Provider shall provide this service to the Client immediately after the complaint has been settled.

5. The Provider shall send proof of complaint handling to the Client's e-mail address stated during registration, unless the Client notifies the Provider that he / she requests to send proof of complaint handling to other address stated by the Client.

6. The Provider shall be entitled to reject the complaint only if finds that (i) the paid service was properly provided for Client (ii) The Provider informed the Client in advance that the service will not be available for technical reasons in a certain time period, (iii) there was no technical failure on the Provider's side.

7. If the Provider fails to settle the complaint within the period specified in these General Terms and Conditions, the Client shall be entitled to withdraw from this Service Agreement by e-mail: [info@vin-check.eu](mailto:info@vin-check.eu), in accordance with paragraph 2 of Art. VII. of these General Terms and Conditions.

8. If the consumer is not satisfied with the way in which the Provider has settled his complaint, or if he considers that the Provider has violated his rights, he has the option of contacting the Provider for correction. If the Provider responds negatively to the request for remedy or fails to respond within 30 days from the date of dispatch, the consumer shall, in accordance with § 12 of Act no. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment of certain laws the right to file a proposal to initiate alternative dispute resolution. The competent body for alternative dispute resolution with the operator of the e-shop is the Slovak Trade Inspection ([www.soi.sk](http://www.soi.sk)) or another competent legal entity registered in the list of subjects of alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic ( [Zoznam subjektov alternatívneho riešenia spotrebiteľských sporov](#) ), whereby the consumer has the right to choose which of these ADR entities to turn to. At the same time, the consumer can use the online dispute resolution platform to submit a proposal for alternative dispute resolution <http://ec.europa.eu/consumers/odr/>. Information on design fees can be found on the website of a specific ADR entity

## Article VII.

### The Right of withdrawal

1. The right of withdrawal is not allowed. Before purchasing, the consumer will click through the required

field "I know that I order electronic content and agree to these terms. Note: Your order contains electronic content (vehicle report). Please make sure you really want to submit the order before clicking Finish Order - electronic content does not exist in physical form, we do not send it by post or courier. Once purchased, it can be downloaded directly from our website and can be viewed on your electronic devices (mobile phone, computer, etc.). You cannot cancel or refund an electronic content order after it has been paid. At the same time, by downloading of electronic content to your device, you lose the right to withdraw the contract.

## Article VIII.

### Cookies

1. The site uses so-called cookies. These are small text files that are stored on the person's computer on a special browser mailbox. Thanks to their use, which is anonymous, it is possible to fully utilize all functions of the Site. Cookies facilitate the use of the Site and improve its performance and functionality. These include monitoring user behavior and subsequent customization of content, simplifying the use of the Site, logging in, customizing and limiting advertising campaigns, and similar functionality that would not be possible without the use of cookies.
2. Of course, the person concerned has the right to change the use of cookies in his / her Internet browser. If the person concerned does not accept any cookies, he / she will not be able to use the full functionality and all the Site's offers.
3. The Provider is authorized to monitor and store IP addresses of users - clients, solely for the purpose of registering access to the Site. The IP addresses are by no means provided to third parties and the Provider uses all necessary security measures according to the internal security project. In this process, the IP address of the user - client is recorded only in a truncated form, so it is not possible to identify a connection. Thus, the identity of the user-client remains unknown. The user has the right to information about the use of IP addresses.
4. The Provider shall also record information provided by the person's Internet browser in connection with the use of the Site (including but not limited to the name of the retrieved file, the date and time of the query, the amount of data transmitted, successful query report, the person has accessed the portal) in order to obtain statistics on the use and effectiveness of the Site. The Provider registers every access to the Site and every request for placed files.

## Article XI.

### Processing and protection of personal data - GDPR

Information regarding processing and protection your personal data contains a separate document, which can be accessed here: [Privacy Policy](#). Before submitting of an order, the client will be asked to confirm by checking the box that he / she is familiar with the processing, protection of personal data and that he / she agrees to provide of his / her personal data. The Provider shall not in any way enforce the providing of personal data from Prospective Clients and Clients.

## Article X.

## Closing provisions

Before submitting the order, the Client will be asked to confirm by checking the box that he / she has read these terms and conditions, read them, understood their contents.

Relations not otherwise regulated in these General Terms and Conditions as inseparable parts (appendices) shall be governed by the relevant provisions of Act no. 40/1964 Coll., Act no. 250/2007 Coll., Act no. 102/2014 Coll., Act no. 122/2013 Coll., Act no. 22/2004 Coll. as well as Act no. 513/1991 Coll, - for legal persons and natural persons - entrepreneurs.