

# Terms of website use

References in these terms of use to "the LONGO" and "we" are references to Longo Netherlands B.V., registration no. 71706267, registered at Voorzand 22, 2984 BH, Ridderkerk, Netherlands.

This page (together with the documents referred to on it) sets out the terms of use on which you may make use of the website [www.longo.nl](http://www.longo.nl) (hereafter referred to as "website"). These terms apply to all users of, and visitors to, our website. Please read these terms of use carefully before you start to use our website. By using our website, you indicate that you accept these terms of use. If you do not agree to these terms of use, please do not use our website.

## 1. Accessing our website

The LONGO can't guarantee that our website or the websites to which our website are linked will always be available to you. The LONGO reserves the right to amend, suspend the website without notice. The LONGO will not be liable if for any reason our website is unavailable at any time or for any period.

## 2. Reliance on Information Posted

- 2.1. Our website is accessed by a multitude of users and therefore have been prepared with the primary aim of providing general information for and about the LONGO, detailing what we do and how we do it, to provide information on current vehicle sales offers and to support the business process requirements both inside and outside of the organisation.
- 2.2. Although the LONGO endeavors to ensure that this general information and offers on our website is accurate at the time of publication, any of the information on our website may be out of date or incomplete at any given time. If you believe that any information on our website is inaccurate please let the LONGO know and we will investigate this. The LONGO disclaims all liability and responsibility arising from any reliance on such general information placed on our website.
- 2.3. Where the LONGO makes personal commentaries, statistical analyses, corporate data and other third party material available on our website, we do not control and do not necessarily endorse their contents or findings in any way, and we are not responsible for the accuracy of such material.
- 2.4. For potential clients, information relating to specific vehicles can be found in our website. The content may be subject to change and the LONGO takes reasonable steps to up-date key relevant information. Any inaccuracy should be brought to the attention of the LONGO.

## 3. Trademarks and intellectual property

- 3.1. The trademarks and logos used and displayed on our website are our registered and unregistered trademarks or those of others. You may not use these trademarks without our prior written permission or that of the owner(s) of the trade mark(s) in question.

- 3.2. The LONGO is the owner or the licensee of all intellectual property rights in our website, the technical infrastructure relating to them, and in the material published on them. Those works are protected by copyright laws. All such rights are reserved.
- 3.3. Subject to the restrictions set out below, you may download, view and print material from our websites for your personal non-commercial use or for internal noncommercial circulation within your organisation. No other use is permitted without our prior written consent. You may not use any part of the materials on our websites for commercial purposes without obtaining our prior written consent.
- 3.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.5. No trade mark, copyright or other proprietary notices contained in or appearing on material from our website should be altered or removed in whole or in part.
- 3.6. The permission to reproduce material does not extend to material identified as belonging to third parties, where you must obtain the permission of the relevant owners before reproducing such material.
- 3.7. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our websites will cease immediately and you must destroy any copies of the materials you have made.

## **4. Accessibility**

The LONGO aims to make our website and the material provided on them accessible to as many people as possible. We endeavor to ensure that our website have been tested on all commonly used browsers and on a number of screen readers, but please note that you may see inconsistencies in the presentation of pages if you are using an older or deprecated version of a browser.

## **5. Our Liability**

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. We hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to them and any materials posted on them, including, without limitation, loss of income or revenue; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill.

## **6. Prohibited Uses**

- 6.1. You may use our website only for lawful purposes. You may not use our website:
  - in any way that breaches any applicable local, national or international law or regulation.
  - in any way that is unlawful, fraudulent or harmful to other users, or has any unlawful, fraudulent or harmful purpose or effect.

- to transmit, or produce the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
  - to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, spyware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 6.2. You also agree not to access without authority, interfere with, damage or disrupt any part of our website; any equipment or network on which our website are stored; any software used in the provision of our websites; or any equipment or network or software owned or used by any third party.

## **7. Information about you and your visits to our website**

The LONGO processes information about you in accordance with our privacy policy. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

## **8. Viruses, Computer Misuse and other Offences**

- 8.1. You must not misuse our website by knowingly introducing viruses or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which the websites are stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack (DOS) or a distributed denial-of-service attack (DDOS).
- 8.2. The LONGO may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our websites will cease immediately.
- 8.3. The LONGO will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our website or to your downloading of any material posted on it. You should ensure that you have appropriate protection against viruses and other security arrangements in place when using the internet.

## **9. Linking to our website**

- 9.1. You may link to material on our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.
- 9.2. The LONGO reserves the right to withdraw linking permission without notice.
- 9.3. If you wish to make any use of material on our websites other than that set out above, please address your query to [info@longo.nl](mailto:info@longo.nl).

## 10. Suspension and Termination

- 10.1. We will determine, in our discretion, whether there has been a breach of these terms through your use of our website. When a breach of these terms has occurred, we may take such action as we deem appropriate.
- 10.2. Failure to comply with these terms constitutes a material breach of the terms of use upon which you are permitted to use our website, and may result in our taking all or any of the following actions:
- immediate, temporary or permanent withdrawal of your right to use our website.
  - immediate, temporary or permanent removal of any posting or material uploaded by you to our website.
  - issue of a warning to you.
  - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - disclosure of such information to law enforcement authorities.
- 10.3. The LONGO excludes liability for actions taken in response to breaches of these terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

## 11. General information

- 11.1. The LONGO may revise these terms of use at any time by amending this page. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our websites.
- 11.2. Courts of the Netherlands will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website although the LONGO retains the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 11.3. If at any time any provision of these terms of use is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from these terms of use. The validity, legality, and enforceability of these terms of use shall not be affected or impaired as a result.