

## DORA – Drivers Online Risk Assessment - Terms

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

**"Content"** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of Dora (Drivers Online Risk Assessment) from Zinc eConsulting Ltd.

**"Dora"** (Zinc eConsulting Ltd, us, we, Web Site) relates to the online risk assessment platform designed and owned by Zinc eConsulting Ltd of Suite 3, High Street Chambers, 10-11 High Street, Shrewsbury, Shropshire, SY1 1SP.

**"Service"** means collectively any online facilities, tools, services or information that Zinc eConsulting Ltd makes available through the Web Site either now or in the future;

**"User" / "Users" / "You" / "Your"** means any third party that accesses the Web Site and is not employed by Zinc eConsulting Ltd and acting in the course of their employment; and

**"Web Site"** (Dora) means the website that you are currently using (<https://www.advanced-driving.co.uk/dora/> <https://www.driversdomainuk.com/dora/>) and any sub-domains of these sites unless expressly excluded by their own terms and conditions.

### 2. Intellectual Property

**2.1** All Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Zinc eConsulting Ltd. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other relevant laws.

**2.2** Users may not reproduce, copy, distribute, store or in any other fashion reproduce material from the Web Site unless given express written permission to do so by Zinc eConsulting Ltd.

## 3. Product Delivery Policy

**3.1** All Content purchased by the User is made available online by Zinc eConsulting Ltd automatically within sixty seconds of purchase. No delivery of physical products is required to access our Content.

## 4. Privacy

**4.1** Use of the Web Site is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference.

**4.2** The infrastructure of our website means we will have secure access to each users test results and details including their name, and if they decide to disclose, their driving licence number (which is optional at start of test). The Web Site uses HTTPS. HTTPS is an adaptation of the Hypertext Transfer Protocol for a highly secure communication over a computer network.

**4.3** We are currently registered with the Information Commissions Office, registration ZA239189.

**4.4** We comply fully with the 6 principles of the GDPR (General Data Protection Regulation), and aim to maintain best-practice standards in our processing of personal and/or sensitive personal data:

The GDPR Principles are:

- 1: Personal data shall be processed lawfully, fairly and in a transparent manner
- 2: Personal data should be collected for specific, explicit and legitimate reasons
- 3: Personal data processing should be adequate, relevant and limited to only what is necessary
- 4: Personal data should be accurate and where necessary up to date
- 5: Personal data should only be retained as long as necessary
- 6: Personal data should be processed in an appropriate manner to maintain security

Please refer to <https://www.advanced-driving.co.uk/terms-of-business/> for our GDPR policy in more detail

## 5. Disclaimers

**5.1** Zinc eConsulting Ltd makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

**5.2** No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

## 6. Availability of the Web Site

**6.1** The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

**6.2** Zinc eConsulting Ltd accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 7. Limitation of Liability

**7.1** To the maximum extent permitted by law, Zinc eConsulting Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

**7.2** Nothing in these terms and conditions excludes or restricts Zinc eConsulting Ltd liability for death or personal injury resulting from any negligence or fraud on the part of Zinc eConsulting Ltd.

**7.3** Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 8. Refunds

**8.1** If you inform us that you are not satisfied with the quality of your purchase, we will refund the cost of your order provided that your request for a refund is received not later than 60 days after date of purchase.

**8.2** Refunds will be initiated by Zinc eConsulting Ltd within five working days of receiving a customer refund request, minus any credits used.

8.3 After purchasing credits for the Web Site, there is no time limit in which you need to use them by. However, we accept no liability for the removal unused credits that have been purchased more than 36 months ago.

## 9. Law and Jurisdiction

**9.1** These terms and conditions and the relationship between you and Zinc eConsulting Ltd shall be governed by and construed in accordance with the Law of England and Wales and Zinc eConsulting Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.