

## Terms and conditions for TipCars users

Operation of TipCars server (hereinafter referred to as the „TipCars portal“) is provided by company EBM system s.r.o, ID No.: 65139321, located at Nádražní 1100, 738 01 Frýdek-Místek, registered in the Commercial Register kept by the Regional Court in Ostrava in Section C, File 14501 (hereinafter referred to as the „operator“).

Anyone who registers on [www.TipCars.com](http://www.TipCars.com) is required to agree with these terms and conditions and then follow them.

### One-time advertising

- 1) Only the registered user (hereinafter referred to as "the user"), who has filled in the additional contact details (name, district, telephone) is allowed to place the advertisement.
- 2) User's contact details will be displayed for public on the user's advertisement for the possibility of contact by potential buyers of the advertised vehicle.
- 3) TipCars portal is not responsible for any abuse of the user's contact details, that are displayed in the ad (see point 2).
- 4) Inserting of advertisements is free and inserted ad is non-public, until the amount requested has been paid (see point 6 and 7).
- 5) Advertisements are published every day immediately after receiving the requested amount (see point 6 and 7) on TipCars portal account (usually on the second day). When you pay by card, the advertisement is published immediately.
- 6) Price for one single advertisement for one month is 562,- CZK including VAT.
- 7) Price for one highlighted advertisement with photo for one month is 2000,- CZK including VAT.
- 8) You can pay the advertisement by post, bank transfer or online by credit card. In order to properly link the amount with the advertisement, the correct and complete advertisement ID must always be stated as a variable symbol.
- 9) The amount paid for advertisement relates only to the given ad or vehicle and can not be converted between more ads.
- 10) Ad expiration period is calculated from date of publication for 30 consecutive calendar days. In the case of advertising interruption by TipCars portal, the ad validity will be extended of the relevant period.
- 11) Ads can contain only vehicles or spare parts, or vehicle accessories. Advertising of any other goods or services is not allowed.
- 12) When inserting an ad, it is necessary to correctly classify the vehicle in the specified categories (make, model, etc.) to be correctly searchable for the public.
- 13) For the correctness, veracity and completeness of completed data only the

advertising user is responsible and the TipCars portal does not bear any responsibility for the mentioned data.

14) TipCars portal has right to edit the ad (addition in point 15) from the following reasons:

wrong price:

- inappropriate price of the vehicle
- the final selling price is not shown for cash payment, the price is conditional by something, different price in a note etc.
- it is a car leasing take over, but the price is not marked as such
- it is a price without VAT, but the price is not marked as such
- other uncertainties in price

wrong category:

- crashed vehicle is advertised in used cars, spare parts, accessories or documents are advertised in used cars....
- duplicity – one vehicle is published in more ads in different categories etc.
- sold – the vehicle is advertised, although it is already sold (the dealer has no longer the vehicle)

15) In case, that an ad is entered incorrectly (according to the point 14) and automatic repair is not possible, the employer of TipCars portal will contact the advertiser and he will arrange the ad to be repaired or other next steps.

16) TipCars portal reserves the right to make necessary changes in the ad, not publish the ad at all, eventually remove the ad from the list, if the ad would be in violation of applicable laws of the Czech republic or of moral principles.

17) Already published ad while editing is not removed from ad list and changes made in the ad will appear immediately after the form with modified data has been sent.

18) For an unpublished ad, all data can be edited continuously.

19) For a published ad, all data can be edited except basic information (type, make, model..).

20) After expiration of the ad is the vehicle automatically removed from advertising and in section „My TipCars“ is still available for 30 days. During this time the required amount can be repaid (see points 6 and 7) and the ad will be restored. After 30 days without receiving the required amount the vehicle will be automatically deleted and moved to the archive.

21) The advertiser can delete his ad at any time by clicking on „remove“ button in each ad in the section „My TipCars“. The amount associated to the ad is taken as already exhausted.

22) All ads placed on TipCars portal are stored in archives without associated photos.

23) At the request of Police of the Czech republic, data from the archive is provided for

use by the Police of the Czech republic.

24) Paid ad of uncrashed vehicle (it means except crashed vehicles, spare parts and accessories) will be automatically included in next issue of the monthly printed magazine published by TipCars portal. The ad should therefore include at least one appropriate photo (see point 26). Vehicles, before the closing magazine, go through the manual check and if they do not meet these conditions, they are excluded from the magazine.

25) The order of photos is determined by the advertiser himself. We recommend to choose a suitable photo as the first photo (see the point 26), so the potential buyer has the full look of the vehicle immediately.

26) A suitable first photo is the photo:

- In which the vehicle can be seen the whole and is suitably illuminated – which is shot in daylight and the vehicle is seen from the left front side. (the front of the vehicle together with the driver's side), which has a minimum resolution of 640x480px
- Which is not shot at night
- Which does not contain photo of the interior, only body parts or vehicle shot from the back
- Other photos associated with the ad should also be photographed so that they are always suitably illuminated and so the potential buyer can provide the most credible view of the overall condition of the vehicle sold. All photographs except the first one can include details of vehicle body and of the vehicle's interior.

27) TipCars is not responsible for the activities of TipCars services users nor for the way they use the services. It also has no responsibility for any abuse of server services by users or third parties.

28) TipCars portal only mediates contact between seller and buyer so it does not assume any warranty on the truth, quality, origin, delivery, removal, payment or use of the items offered.

29) TipCars portal is authorized to modify or upgrade its services without user's consent or prior notice.

### Discussion forum

1) This forum serves primarily to exchange the information and experiences for TipCars website users.

2) Before posting a comment it is necessary to agree and follow these terms and conditions.

3) Before creating a new topic, please first check, if a similar topic already exists in the discussion.

4) When creating a new topic try to clarify your question as clearly as possible to get the best targeted answers.

5) TipCars portal is not responsible for the correctness and truthfulness of comments listed here.

6) TipCars portal is authorized to remove following posts or topics:

- Advertising posts (purchase, sell, exchange)
- Advertising posts and ads, which specifically promote a particular subject
- Deceitful posts
- Information about possible false mileage in advertisements
- Posts evaluating or questioning TipCars dealers or advertisers
- Posts including any personal data
- Posts including ads from any competitive websites
- Posts including vulgarisms, curses and verbal attacks of insulting character
- Posts that are incomprehensible or vaguely
- Posts, which are not related to the topic of discussion
- Posts that will be evaluated as inappropriate

7) TipCars portal reserves following rights:

- Edit topic name
- List the topic to another category
- Move the question under already existing topic

#### Other information

EBM system s.r.o. processes and protects the personal data, which it has acquired in the legal relationship with the user, in accordance with Act No. 101/2000 Coll. on Protection of Personal Data, as amended and the General Data Protection Regulation (Regulation (EU) 2016/679). Information about the way, scope and purpose of processing user's personal data and about his rights towards the TipCars portal operator is available in [Privacy policy](#). In case of need contact the Data Protection Officer on: [gdpr@ebmsystem.com](mailto:gdpr@ebmsystem.com)

User – natural person, who enters into a contract with company EBM system, having as its object the provision of services, has the right to out-of-court settlement of the dispute arising out of such as contract. Assuming an out-of-court settlement of the dispute, unsuccessful efforts are being made to settle the dispute directly between the parties. For this purpose, the user is entitled to apply for an out-of-court settlement of a consumer dispute containing the elements specified in § 20n of Act No. 634/1992 Coll. on Consumer Protection at the Czech Trade Inspection, based in Prague 2, Štěpánská 567/15, [www.adr.coi.cz](http://www.adr.coi.cz). Submission of the proposal and subsequent participation in out-of-court settlement of the dispute is free of charge for the client, with any possible costs incurred in connection with out-of-court settlement of the dispute being borne by each party separately. An out-of-court settlement of a dispute may be filed no later than one year after the date on which the client first applied to the operator for the claim, that is the subject of the dispute. Clients residing in another EU Member State, Norway or Iceland are entitled to bring an out-of-court settlement of their dispute with the operator through

the European Consumer Center in their country of residence; a list of relevant consumer centers is available on the European Commission's website at [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/ecc-net/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/ecc-net/index_en.htm)

These terms and conditions become valid and effective at the time of their publication. TipCars portal reserves the right to change these terms and conditions. The change of the terms and conditions is effective as of the date of their publication on [www.TipCars.com](http://www.TipCars.com), unless the operator has set a later effective date. The user is entitled to notify the operator in writing within 30 days of the publication of the updated wording of the terms and conditions of the disclaimer of the terms and terminate the contract with a five-day notice period, otherwise the validated version becomes valid for the contractual relationship.