

# TERMS OF USE

**Last Updated:** August 14, 2024

## 1. Introduction

Welcome to **Book Driving Test** ("Bookdrivingtest.co.uk", "we," "our," "us"). By accessing our website [bookdrivingtest.co.uk](http://bookdrivingtest.co.uk) (the "Site"), you agree to comply with and be bound by these Terms of Use. If you do not agree to these terms, please do not access the Site and leave immediately.

## 2. User Responsibilities

### 2.1. Eligibility

Users must be at least 17 years old, the legal age to drive in the UK, to consent to use the Services. If you are under 18, you must have permission from your parents or legal guardian to use the Services.

### 2.2. Accurate Information

You must provide accurate and complete information to register for an account and use our services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities under your account. If you create an account or use the services on behalf of another person or entity, you must have the authority to accept these terms on their behalf.

## 3. Usage Restrictions

### 3.1. Personal Use

The content on the Site is for personal use only and not for commercial exploitation. Notwithstanding the foregoing and to the extent the Site provides services for driving licence processes, such as booking and training.

### 3.2. Prohibited Activities

You may not:

- Decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site.
- Use network monitoring or discovery software to determine the site architecture or extract information about usage, individual identities, or other users.
- Use any robot, spider, other automatic software or device, or manual process to monitor or copy our Site without our prior written permission.
- Transmit any false, misleading, fraudulent, or illegal communications.
- Copy, modify, reproduce, republish, distribute, display, or transmit all or any portion of the Site for commercial, non-profit, or public purposes, except as permitted above.
- Use or otherwise export or re-export the Site or any portion thereof or any content in the Site in violation of the UAE's and the UK's export control laws and regulations.

Any unauthorised use of the Site or its content is prohibited.

#### **4. Account Management**

##### **4.1. Account Creation**

Users create their accounts through a registration form. After this stage, they can sign in using their registered email address and designated password. They can manage their data and preferences through the panel under their profile.

##### **4.2. Account Termination**

All personal, behavioural, and usage data will be terminated if a user account is terminated.

#### **5. Intellectual Property**

##### **5.1. Rights**

Except as expressly provided in these Terms of Use, nothing contained in the Site shall be construed as conferring on users or any third party any licence or right, by implication, estoppel or otherwise, under any law, rule, or regulation, including without limitation, those related to copyright or other intellectual property rights. Users agree that copyrights, trademarks, service marks, patents, or other proprietary rights and laws protect the Site and its content.

##### **5.2. Trademarks**

The trademarks, logos, and service marks (collectively the "Marks") appearing on the Site are registered and unregistered Marks of the Company and others. Use of the Site and the information contained does not constitute the granting by the Company of any licence or right to use any Marks displayed on the Site. Users are strictly prohibited from using the Marks displayed on the Site or any other content except as provided in the legal notices.

#### **6. Limitation of Liability**

##### **6.1. Liability Exclusions**

COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THIS SITE, THE CONTENT, THE POSTINGS, THE INTERACTIVE AREAS, ANY FACTS OR OPINIONS APPEARING ON OR THROUGH ANY OF THE INTERACTIVE AREAS, OR ANY THIRD PARTY COMMUNICATIONS.

##### **6.2. Damages**

THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS SITE, THE INTERACTIVE AREAS, THE CONTENT, THE POSTINGS, OR ANY THIRD PARTY COMMUNICATIONS. TO THE EXTENT THE FOREGOING LIMITATION

OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, THE COMPANY'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO \$100.00.

### **6.3. Traffic Fines and Exam Participation**

THE COMPANY SHALL NOT BE LIABLE PRIOR OR AFTER THE USAGE OF THE SITE FOR ANY TRAFFIC FINES IMPOSED ON THE USERS, FOR THE USERS' PARTICIPATION IN THE DRIVER'S LICENCE EXAM, OR THE USERS' FAILURE IN ANY DRIVER'S LICENCE EXAM.

## **7. Governing Law & Arbitration**

### **7.1. Governing Law**

The Applicable law to govern these Terms of Use shall be laws of England & Wales.

### **7.2. Arbitration**

All disputes arising out of or in connection with the present contract shall be finally settled by arbitration before ISTAC according to the Fast-Track Arbitration Rules. The arbitration shall be in English, and the seat shall be Istanbul, Türkiye. English law shall apply to the merits of the dispute. The Board shall appoint the Sole Arbitrator. Parties may request interim legal protection under the ISTAC Emergency Arbitration Rules.

## **8. Changes to These Terms**

We may update these Terms of Use from time to time. We will notify you of any changes by posting the new Terms of Use on this page. You are advised to review these Terms of Use periodically for any changes.

## **9. Contact Us**

If you have any questions or concerns about these Terms of Use, please contact us at [legal@bookdrivingtest.co.uk](mailto:legal@bookdrivingtest.co.uk).

By accessing our Site, you agree to these Terms of Use.