



E-CPD SYSTEM TERMS OF USE

These terms of use (together with the documents referred to in these terms of use) sets out the terms and conditions on which an individual (“**you**”, “**your**”) may make use of the online application functionality of the E-CPD portal (the online application functionality of the E-CPD portal, including all related sub-domains, the “**E-CPD System**”) in order to apply for a Carnet de Passages en Douane (a “**CPD**”). These terms of use apply to your use of the E-CPD System only.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE E-CPD SYSTEM. YOUR ACCEPTANCE OF THESE TERMS OF USE CONSTITUTES YOUR AGREEMENT THAT YOU ARE BOUND BY THESE TERMS OF USE, WHICH ESTABLISHES A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND US.

1 Background

- (a) The E-CPD System is an online system operated by Fédération Internationale de l'Automobile of 2 Chemin de Blandonnet, 1214 Vernier/Geneva, Switzerland (collectively, “**we**”, “**our**”, “**us**”) for the ordering, distribution, printing, tracking and claims handling of CPD.
- (b) The E-CPD System allows us to collate the information required for your CPD application, and then to provide that information to the relevant organisation in the FIA/AIT CPD network (a “**Relevant Organisation**”) in order for that Relevant Organisation to process your CPD application. You acknowledge and agree that each Relevant Organisation is entitled to rely on the limitations of liability in paragraph 7 below.
- (c) Subject to our specific obligations during the online application process (as set out in paragraph 2 below), you acknowledge and agree that the Relevant Organisation is solely responsible for processing and receiving payments in respect of your CPD application and responding to related queries from you.
- (d) Nothing in these terms of use limits or restricts your ability to apply for a CPD independently of the E-CPD System.

2 The Online Application Process

- (a) Once you have completed the CPD application form through the E-CPD System and (if you have elected to do so) uploaded the required supporting information through the E-CPD System, we will notify the Relevant Organisation.
- (b) We will require you to send the application form together with any required supporting information which has not already been uploaded through the E-CPD System (together, the “**Application Documents**”) to the Relevant Organisation, by the method(s) that the Relevant Organisation has stipulated and in accordance with the Relevant Organisation's instructions.
- (c) The Relevant Organisation shall then be responsible for all matters related to your application, including processing your Application Documents, responding to your queries, receiving payment from you, varying/cancelling orders, refunds and issuing the CPD to you.

3 Availability of the E-CPD System

We do not guarantee that the E-CPD System, or any content or other information on it (**Content**), will always be available or be uninterrupted. Access to the E-CPD System is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the E-CPD System without notice. We will not be liable to you if for any reason



the E-CPD System is unavailable at any time or for any period or if your location is unavailable on the E-CPD System. You are responsible for obtaining the data network access necessary to use the E-CPD System.

4 Your obligations

- (a) Account registration requires you to provide us with certain personal information as further described in our Data Privacy Notice <https://www.fia.com/cpd-data-privacy-notice>
- (b) Whenever you make use of a feature of the E-CPD System that allows you to submit information to us for use in the E-CPD System, you warrant that: (i) all such information is true, accurate and not misleading; (ii) you have the right to provide us with that information; and (iii) we have the right to rely on that information.
- (c) If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party and must take all reasonable steps to ensure that no unauthorised person shall have access to such information. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- (d) You shall contact us as soon as possible after you become aware of any virus, distributed denial-of-service attack or the introduction of any other technologically harmful material which may affect the E-CPD System.

5 Suitability and accuracy of Content

- (a) We will update the E-CPD System from time to time and may change the Content at any time. All information incorporated within the E-CPD System is provided "as is" and you should not rely on it.
- (b) We will endeavour to ensure that all Content is materially accurate at the time of its inclusion on the E-CPD System, but we do not guarantee that the E-CPD System, or any Content, will be free from errors or omissions.

6 Intellectual property rights

- (a) We are the owner or the licensee of all intellectual property rights in the E-CPD System, and in all material published on it. We grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to access and use the E-CPD System and all material published on it, in each case solely for your non-commercial use. All other rights are reserved to us.
- (b) You agree that: (i) you shall not modify any of the materials you have downloaded in any way; (ii) you shall not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or out of the context in which it is posted on the E-CPD System; (iii) you shall not make any adverse or derogatory comments about us or the E-CPD System and you shall not do anything which shall, or may, bring us or the E-CPD System into disrepute or harm our reputation in any way; and (iv) our status (and that of any identified contributors) as the authors of Content must always be acknowledged.

7 Limitations of liability

- (a) **NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS OUR OR ANY RELEVANT ORGANISATIONS' LIABILITY FOR FRAUD OR FRAUDULENT**



MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

- (b) **THE E-CPD SYSTEM IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO THE E-CPD SYSTEM OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED.**
- (c) **TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY RELEVANT ORGANISATION WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:**
 - (i) **USE OF, OR INABILITY TO USE, THE E-CPD SYSTEM;**
 - (ii) **USE OF, OR RELIANCE ON, ANY CONTENT DISPLAYED ON THE E-CPD SYSTEM;**
 - (iii) **THE CONTENTS OF THE APPLICATION DOCUMENTS OR (IN OUR CASE ONLY) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY RELEVANT ORGANISATION; OR**
 - (iv) **ANY FAILURE IN PERFORMANCE FOR CAUSES BEYOND OUR OR THE RELEVANT ORGANISATION'S CONTROL.**
- (d) **IN ADDITION, TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY RELEVANT ORGANISATION HAVE ANY LIABILITY TO YOU FOR ANY:**
 - (i) **INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES;**
 - (ii) **LOSS OF REVENUE, LOSS OF PROFIT OR LOSS OF DATA RELATED TO THE E-CPD SYSTEM OR YOUR APPLICATION FOR A CPD; OR**
 - (iii) **LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SYSTEM ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE E-CPD SYSTEM OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT.**

8 Force Majeure

We shall: (i) not be liable for any failure to fulfil any of our obligations to you insofar as such failure is due to a Force Majeure Event; and (ii) be entitled to take such actions as we deem reasonably necessary to protect the integrity and operation of the E-CPD System and related functions if there is a Force Majeure Event. For the purposes of these terms of use, **Force Majeure Event** means all events beyond our control including war, hostilities, invasion, riot, civil commotion, royal bereavement, strikes, government control, network or telecommunications system failure, lock-outs, fire, flood, storm or other natural catastrophe.

9 Termination

These terms of use shall apply for the duration of your use of the E-CPD System, save that



paragraphs 6, 7 and 13 (together with this paragraph 9) shall survive any termination of these terms of use.

We may terminate these terms of use and your access to the E-CPD System (or any part of it) at any time and for any reason. We will provide you with as much notice as is reasonably possible of any such termination, unless: (i) you are in material breach of these terms of use; or (ii) in our opinion any delay in termination would expose us or any third party to a risk of harm or damage, in which case we may terminate these terms of use immediately.

10 Personal data

We shall process your personal data at all times in accordance with our Data Privacy Notice <https://www.fia.com/cpd-data-privacy-notice>

11 Viruses

We do not guarantee that the E-CPD System will be secure or free from bugs or viruses. You must not: (a) misuse the E-CPD System by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; (b) attempt to gain unauthorised access to the E-CPD System, the server on which the E-CPD System is stored or any server, computer or database connected to the E-CPD System; or (c) attack the E-CPD System via a denial-of-service attack or a distributed denial-of service attack.

12 Severability

Each paragraph (and sub-paragraph) of these terms of use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect.

13 Applicable law and jurisdiction

These terms of use, their subject matter and their formation, are governed by the laws of Switzerland. You and we both agree to that the courts of the Canton of Geneva in Switzerland will have exclusive jurisdiction in relation to any disputes relating to the E-CPD System or these terms of use.

14 Changes to these terms of use

We may revise these terms of use at any time by posting the updated terms of use on the E-CPD System. It is your responsibility to check the E-CPD System regularly for any changes and your continued use of the E-CPD System after these terms of use are amended shall constitute your consent to be bound by these terms of use.

Last updated in: May 2022