

# Total Drive Booking Software

Terms and Conditions of use

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## Total Drive Booking Software

Total Drive provide online booking software service to Driving Schools and their clients. Please read these terms and conditions carefully before using the service. This is a legal agreement between you, the "user" and Total Drive Online Booking Services also referred to as the "Total Drive Booking System" the "Service" or the "Booking service" for all parts of the Total Drive Online Booking Service. References to "services provider" or "third parties" means the business that you book a service with, for example a Driving School, Driving Instructor or any other type of services business.

To use the Total Drive Booking System, you must fully accept these terms of use (the "terms") without changes, and you agree to use this service according to these terms. These terms are the entire agreement between you and Total Drive. If you do not read or accept these terms, do not use this service.

## No Liability

No third parties or us give any guarantee that the information contained within the Total Drive booking Service will be error free. By using this service, you understand that the information may contain errors and we do not accept liability for these errors, to the amount that is allowed by law.

All bookings for services on this Booking software are made with the service provider and not with Total Drive. Total Drive only facilitates the online booking with the service provider. The contract is between you and the service provider and Total Drive is not part of that agreement, and therefore Total Drive has no direct or indirect responsibility in that contract. Before making a booking, you need to check that you agree with the service provider's terms and conditions.

Total Drive, its Directors, employees, affiliates or other representatives will not be liable for any claims, emergencies, demands, causes of action, damages, losses or expenses including solicitor fees and costs of in connection with the use of your personal information in accordance with this privacy policy and your consent.

Total Drive tries to make sure that the services listed are of reasonable standard, but the listing of services on the Total Drive booking Service is not a recommendation from Total Drive, or that the services will be suitable for the user. Total Drive will not be liable to you if the services are not suitable to you. Your use or any information on this service is totally your own risk, for which we will not be liable. It is your own responsibility to make sure that any products, services or information available through this service meet your specific needs.

## No unlawful or prohibited use

By using this service, you confirm to Total Drive that you will not use this service for any purpose that is against the law or not allowed by these terms.

## Links to third party sites

This service may contain hyperlinks to websites operated by parties other than Total Drive. These hyperlinks are provided for your reference only. Total Drive does not control those websites and is not responsible for their contents. By having hyperlinks on this website to other websites does not mean we endorse the material on those websites or that we have any association with the website operators.

## Booking Conditions

The following conditions apply to bookings of services made by you through this service.

## Responsibility of accuracy of information to service providers

Services and Products are carried out and provided by trusted third parties who are the services providers. When making a booking, it is your responsibility to tell the service providers directly about any physical or mental condition that you have and that may require special facilities.

## Cancellations

Total Drive does not accept responsibility for cancellations by the user or by the services provider regardless of the circumstances in which the cancellation is made. Total Drive shall not accept any liability for losses, additional expenses or any claim whatsoever due to changes in salon services, sickness, weather, strikes or any other cause. All such losses, additional expenses or claims will be borne by you unless otherwise agreed between you and the service provider.

## When an appointment is confirmed

Total Drive does not accept responsibility for cancellations by the user or by the services provider. Total Drive does not accept any liability for losses, additional expenses or any claim because of changes in services, sickness, weather, strikes or any other cause. All losses, extra fees or claims will be your responsibility unless otherwise agreed between you and the service provider.

## No Liability in credit or debit card transactions

Total Drive makes all reasonable efforts to ensure that all credit card and debit card transactions are secure. HOWEVER, if unauthorised charges appear on your credit card or debit card statement for any card used on this service at any time during or after you make your reservation, conduct your transaction or disclose your card details on this service, Total Drive shall not be liable or responsible in any way in respect of any damage or loss of whatsoever nature suffered by you arising from or in any way connected with said use, transaction or disclosure, subject only to any statutory rights which you may have.

## Copyright, notice and limited license

This service contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Any persons breaching any of this provision will be prosecuted.

## Automatic collection of information/cookies

Total Drive's website's server, or the servers of companies that are used to operate this service, may place a "cookie" on your computer in order to allow you to use the booking service and to personalise your experience. A "cookie" is a small piece of data that can be sent by a web server to your computer, which then may be stored by your browser on your computer's hard drive. Cookies allow us to recognise your computer while you are on our booking service and help customize your online experience and make it more convenient for you. Cookies are also useful in allowing more efficient log-in for users, tracking transaction histories and preserving information between sessions. The information collected from cookies may also be used to improve the functionality of the service.

Most web browser applications (such as Microsoft Internet Explorer and Netscape Navigator) have features that can notify you when you receive a cookie or prevent cookies from being sent.

If you disable cookies, however, you may not be able to use certain personalised functions of this service.

### Information collection and how it is used

We do collect personal information directly from individuals who volunteer to use some of our services. Collection of this information is required to deliver the specific services but use of these services is voluntary.

### Modification of these terms and conditions

Total Drive reserves the right to change these Terms as well as the contents of this service for any reason and without notice, and without liability to you, any other user or any third party. This right shall not affect the Terms accepted by you upon making a legitimate appointment or purchase using this service. You should check these Terms for any changes each time you access the service.

### Disclaimer

All use by you of Total Drive's services is at your own risk. You assume complete responsibility for and for all risk or loss resulting from your downloading and/or use of or referring to or relying on information, products, services or materials provided on this service. You agree that Total Drive and the providers of telecommunications and network services to Total Drive will not be liable for damages arising after your use or inability to use this service and you hereby waive all claims with respect thereto whether based on contract, tort or other grounds.

This service is available to all users "as is". Total Drive makes no representations, warranties or undertakings that this service, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. Total Drive accepts no liability for any infection by computer virus, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond its control, which corrupts or affects the administration, security, fairness and the integrity or proper conduct of any aspect of this service.

To the greatest extent permitted by applicable law, all representations, warranties and conditions, whether express or implied, statutory or otherwise are hereby excluded, including without limitation representations, warranties or undertakings about any of the services, information and/or materials on this booking service, including without limitation, their accuracy, their completeness or the merchantability, quality or fitness for a particular purpose.

### General terms and conditions

These Terms and your use of this service are governed by the laws of the Republic of Ireland. You hereby consent to the exclusive jurisdiction of the Republic of Ireland courts in all disputes arising out of or relating to the use of this service each time you access the booking service. Use of this service is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions including without limitation this paragraph.

### Privacy Policy

Total Drive is committed to protecting an individual's privacy. This policy covers the personal information that Total Drive holds and sets out the way in which Total Drive will use, manage and protect personal information that comes into the possession of Total Drive.

Total Drive will only collect and use personal information that is necessary for its business purposes, and for the health and safety requirements of its staff. All information collected is

treated as confidential and will only be used for the purpose for which it was supplied, unless permission has been obtained. Information will be collected by lawful, fair and unobtrusive means. Any sensitive information will be collected with the individual's consent.

Total Drive will not disclose any personal information to an unrelated third party except with the consent of the individual or where required by law to do so.

Total Drive will only keep personal information it needs. Information is stored in a combination of secure computer storage facilities and paper-based files. Reasonable steps will be taken to securely destroy or permanently de-identify personal information when it is no longer required.

Total Drive uses your details to operate Total Drive and, occasionally, to inform you of new features, services and products from Total Drive. On occasions, we may supply statistics about our customers to third parties. These statistics never contain personally identifying information.