

GENERAL TERMS AND CONDITIONS OF THE AUTOMATO SERVICE

1. WHO ARE WE AND WHAT DO WE DO?

You are now looking at the general terms and conditions (GTC) of Automato s.r.o., ID No.: 093 17 902, registered office at Bělehradská 858/23, 120 00 Prague 2, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under file number C 334149 ("Automato" or "we"). You, our customers, whether you're entrepreneurs or consumers ("you"), can order our services at www.automato.de (the "Website"), namely assistance with vehicle selection, from consultations and assistance to physical inspection of the vehicle ("Services"). You can read about the specific Services we offer on the Website.

We recommend that you read the full Terms and Conditions, but we've prepared a summary of the most important points below for your convenience:

- We conclude a contract with you via the Website, on the basis of which we provide our Services ("Contract"), and you are obligated to pay us for these services.
- The Services also include the time it takes the technician to communicate with you, but this is limited. Fast communication with the technician is key, and you must cooperate with him and us as needed.
- We guard your personal data like the apple of our eye. You can read about how we process your personal data [here](#).
- If you have any problems or questions, please contact our support team. Our contact details are on the Website. We are here for you and happy to help with anything.

2. HOW DO THE GTC AND CONTRACT WORK?

This section of the GTC describes what governs our mutual relationship. It explains that we are concluding a contract, which includes these GTC. If we agree otherwise in the contract, our agreement shall take precedence. The entire relationship is governed by Czech law, unless German law provides otherwise for consumer purchases. In such a case, the different agreement shall be without prejudice to these rights.

- 2.1. **GTC and Contract.** These GTC govern our mutual rights and obligations arising from the Contract concluded between us, the Service Provider, and you, the Customer. These GTC shall apply regardless of whether you conclude the Contract as a consumer or business. These GTC form an integral part of the Contract. We may also agree on other rules in the Contract. Anything we agree separately in the Contract shall take precedence over the GTC.
- 2.2. **English.** These GTC are in English, and the Contract between us is also concluded in English.
- 2.3. **Czech law.** In addition to these GTC, our relationship is also governed by Czech law and Czech legislation, particularly Act No. 89/2012 Coll., the Civil Code. If you are concluding the Contract as a consumer, you are also entitled to protection under Act No. 634/1992 Coll., on Consumer Protection, as amended. This provision is without prejudice to your consumer rights guaranteed by German law.

3. HOW CAN YOU ORDER OUR SERVICES?

This section will explain how to order services, what information you need to provide, when the contract is concluded and what happens next. We will also describe how our user account works and why you should register.

- 3.1. **Order.** You can order our Services on the Website, where you select the Service you are interested in and then fill out the order form, providing your details and selecting the payment method. Then you can place an Order based on this information.
- 3.2. **Submitting an Order.** Before submitting a binding Order, you can check and correct any details if necessary. Submit your Order by clicking on the "Order" button. By submitting an Order, you agree to these GTC and undertake to comply with them.

- 3.3. **Confirmation of the Order.** After we receive the Order, we will send confirmation in an email along with these GTC in PDF format. The Contract is concluded when we confirm receipt of your Order. Under on the Contract, we will provide our Services, which you shall be obliged to pay for. We will subsequently contact you to specify the details the Services you have ordered. The Order is binding; after the Contract is concluded, we will start working on the Order and shall be entitled to full payment of the Price.
- 3.4. **Order details.** When placing an Order, you must provide correct and truthful information. We assume all the information you provide is correct.
- 3.5. **User account.** You can create a user account on the Website, but it is not necessary to order Services. Keep your account access details to yourself and do not disclose them to anyone. Do not allow other persons to use your user account.

4. WHAT ARE THE RULES FOR PROVIDING OUR SERVICES?

We will describe the services you can order from us below — from consultation and assistance in selecting a vehicle to physical inspection and history verification. We will explain what you can expect from us, how we will communicate with you, how inspections are performed, what the report contains, and what is included in the consultation. There is also the possibility of follow-up insurance. Other terms of the Services are governed by the GTC listed on the Website for each Service.

- 4.1. **Scope of Services.** The Services we currently provide are listed on the Website. Our flagship Services include:
 - consultation and assistance in selecting a car/motorcycle, mostly consisting in finding the most suitable vehicle or motorcycle based on the criteria you specify, or consultation on the ads you have selected for the purchase of a car or motorcycle ("Selection Assistance");
 - physical inspection of the vehicle/motorcycle by an expert, including preparation of an online report ("Physical Inspection") summarising the results and details of the inspection, including any defects found ("Online Report"); the physical inspection may take place with or without you present;
 - checking the history of the car in the extent described on the Website.
- 4.2. **Communication.** You must communicate with us and our technician promptly and cooperate with us as necessary, otherwise we will not be able to provide our Services. If you do not cooperate as necessary, this shall not be considered a defect in the Service and we shall be entitled to the full Price.
- 4.3. **Nature of Services.** For maximum clarity and certainty, we provide our Services directly as Automato s.r.o. Following your Order, we select a suitable technician ourselves, or we allow you to choose from available technicians in the future.
- 4.4. **Responsibility for publicly available information.** In the provision of our Services, we also use publicly available information such as public and non-public registers, records of insurance companies, authorised service centres, and others. We cannot guarantee the availability of this data and we would like to point out that we have no way of verifying its authenticity and scope.

Rules for Physical Inspection

- 4.5. **Your presence.** You do not have to be present for the Physical Inspection on the date of the inspection ("Date"). If you have arranged with the technician to be present and you do not show up on the Date, the technician will perform the Physical Inspection alone and this will not be considered a defect in our Services.
- 4.6. **Change of Date on our part.** We may unilaterally change the Date of the Physical Inspection, of which we will notify you as soon as possible.
- 4.7. **The physical inspection cannot be performed.** If the technician arrives at the location and the Physical Inspection cannot be performed for any reason, or can only be performed in part (the vehicle is no longer at the location, the seller has not arrived, the seller does not want to connect the diagnostics, the vehicle is muddy and cannot be thoroughly inspected, etc.), we are entitled to the full Price.

- 4.8. **Scope of the Physical Inspection.** During the Physical Inspection, the technician will check everything described in the checklist attached to these GTC ("Checklist"). The technician is not obliged to provide services beyond the scope of the Checklist.
- 4.9. **Online report.** After completing the Physical Inspection, we will prepare an Online Report and send you a link to it by email. If it is not possible to issue an Online Report for some reason (e.g. the seller does not want us to photograph the vehicle), we will agree on how to proceed. However, we are entitled to the full Price.
- 4.10. **Availability of the online report.** The online report shall be available for 1 month. During this period, you will be able to view it or download it to your device.

Rules for Selection Assistance

- 4.11. **Consultation and time.** The Price of Selection Assistance includes 2 hours of consultation time with our technician.

5. HOW CAN YOU PAY FOR OUR SERVICES?

Below is the price of our services, how you can pay for them, and when the payment is considered received. We will also explain how we will send you an invoice.

- 5.1. **Price.** The Price for our Services ("Price") is listed on our Website, including VAT and any applicable fees.
- 5.2. **Payment of the Price.** The Price can be paid in the following ways:
 - by bank transfer to our account;
 - by credit card online via a payment gateway.
- 5.3. **Payment of the Price.** The Price is considered paid when it is credited to our account, or when we receive confirmation of the transaction.
- 5.4. **Invoice.** For each payment, we will issue an invoice and send it to you by email.

6. WHEN CAN YOU WITHDRAW FROM THE CONTRACT?

If you are a consumer and you conclude the Contract online, you generally have the right to withdraw within 14 days without giving a reason. However, there are often exceptions to our services — if you want the service to be provided before this period expires, you waive this right by agreeing to it. If you retain the right to withdraw, you can simply cancel the Contract — e.g. by email — and we will return your money within 14 days.

- 6.1. **General rules.** In general, if you enter into a Contract as a consumer online or through another means of remote communication (e.g. by telephone or email), you have the right to withdraw from the Contract without giving a reason within 14 days of entering concluding the Contract. However, the exceptions below apply to our Services.
- 6.2. **Exceptions.** If you want to use our Services earlier than in 14 days, you can agree to this when you place an order by ticking the box. In this case, you shall not have the right to withdraw from the Contract without giving a reason, as this is a contract for the provision of services that have already been provided, or have begun to be provided before the expiry of the withdrawal period. Therefore, since you agreed to the immediate provision of our Services upon your order, i.e. before the expiry of the 14-day period for withdrawal from the Contract, you lose the right to withdraw from the Contract within this period. If we provide part of the Services, you shall pay for the proportionate part of the Services already provided when you withdraw from the Contract.
- 6.3. **Withdrawal process.** In other cases (i.e. if you have the right to withdraw from the Contract), you may do so by sending us a statement with your clear intent to withdraw (e.g. by email). You can also use the withdrawal form attached to these GTC to withdraw from the Contract; if you use this form, we will process your withdrawal even faster. If you withdraw from the Contract, we shall cancel it from the

outset and refund the Price in the same way we received it from you. We will refund the Price within 14 days of your withdrawal from the Contract.

7. WHAT IF WE PROVIDE DEFECTIVE SERVICES?

This section will tell you when and how you can complain about our services if they do not correspond to our contractual agreement. We will explain what you can (and cannot) complain about, what you can request as a remedy, and how the entire complaint process works — from filing to settlement.

7.1. What you can complain about. If you are a consumer, we are responsible for ensuring that our Services are free of defects. We are particularly responsible for ensuring that the Services:

- a) correspond to the agreed description, type, quantity, quality and other agreed characteristics;
- b) the Services are fit for the purpose for which you require them and which we have agreed to;
- c) are delivered with accessories (if agreed) or additional services and instructions for the application and use of the Services and their output.

7.2. What else are we responsible for? If you are a consumer, we are also responsible for ensuring the following in addition to the agreed characteristics:

- a) that the Services are fit for the purpose for which similar Services are normally used, taking into account the rights of third parties, applicable regulations and technical standards, or codes of conduct for the industry, if there are no technical standards;
- b) that the quantity, quality and other characteristics of the Services, including durability, functionality, compatibility and safety, correspond to the usual characteristics of items of the same type that can be reasonably expected, also with regard to public statements made by us or another person in the same contractual chain, particularly through advertising or labelling;
- c) the output of the services is delivered with accessories, including packaging, assembly instructions and other instructions for use that you can reasonably expect (but this is not relevant in our case).

We are not liable for the last four points above if we have specifically notified you prior to the conclusion of the Contract that certain characteristics of the Service, or its output, differ, and you have expressly agreed to this when concluding the Contract.

7.3. Sample. The Services or their output correspond in quality or design to the sample or model we provided prior to conclusion of the Contract.

7.4. Complaint deadlines. You may exercise your consumer rights arising from defective performance within two years of the provision of the Services. If the defect becomes apparent within one year of delivery, the Services or their output shall be deemed defective at the time of acceptance, unless the nature of the item or defect precludes this. This period shall not run for the time during which you cannot use the output from the services if you have justifiably complained about the defect.

7.5. Exception. You do not have rights arising from defective performance if you caused the defect yourself.

7.6. Filing a complaint. You can file a complaint, e.g. by e-mail or letter, or by using our complaint form.

7.7. Content of the complaint. The form or cover letter accompanying your complaint must contain the following information:

- a) your contact details,
- b) a description of the defect,
- c) request for the method of handling the complaint,
- d) proof of purchase of the Services (preferably by attaching the order confirmation).

7.8. How defects are resolved. If the Services or their output have a defect, you may request its removal. At your discretion, you may request:

- a) delivery of a new Service without defects; or
- b) rectification of the defect,

unless the method of defect removal you have chosen is impossible for us or disproportionately costly compared to another method. In such a case, we may refuse to remove the defect, particularly with regard to the significance of the defect and the value that the Services would have without the defect.

7.9. **Discount or withdrawal from the Contract.** In these cases, you may request a reasonable discount or withdraw from the Contract:

- a) if we have refused to remedy the defect or have not remedied it within a reasonable time after it was reported to us, so as not to cause you significant inconvenience;
- b) if the defect recurs;
- c) if the defect is a material breach of the Contract;
- d) if it is clear from our statement or circumstances that we will not remedy the defect within a reasonable time or without significant inconvenience to you.

However, you cannot withdraw from the Contract if the defect in the Services is not significant.

7.10. **Other entities.** You can assert your rights arising from defects directly against us. However, if someone else is designated to remedy the defect and is available in our vicinity or at a location closer to you, please report the defect to this entity.

7.11. **Payment of the Price.** If you are a consumer, you do not have to pay us the outstanding Price or part thereof until we have fulfilled our obligations arising from the defective performance.

7.12. **Place of complaint.** We are obliged to accept complaints at any establishment where this is possible with regard to the range of Services provided, or at our registered office.

7.13. **Confirmation.** When you file a complaint, we will send confirmation with the date on which you made the complaint, its content, the method of handling the complaint, and your contact details so that we can inform you when the complaint has been settled.

7.14. **Complaint resolution.** We will resolve the complaint (including the removal of the defect) within 30 days of its filing and inform you accordingly. We may also agree on a longer period. If we fail to meet the 30-day deadline, you may withdraw from the Contract or request a reasonable discount.

7.15. **Complaint confirmation.** After settling the complaint, we will send confirmation of the date and method of settling the complaint, including confirmation of the repair and its duration, or written confirmation of rejection of the complaint.

7.16. **Costs.** As consumers, you are entitled to reimbursement of reasonable costs incurred in filing a complaint, where these costs are understood to be the lowest possible. You must request reimbursement of costs no later than one month after the end of the period for reporting the defect, otherwise you may not be entitled to reimbursement.

7.17. **Defects in a car or motorcycle.** We are only responsible for our Services, not for defects that the vehicle has and that we did not discover or could not discover when providing the Services, e.g. due to poor conditions during the inspection (e.g. snowfall, muddy vehicle, inability to connect diagnostics, etc.).

8. HOW OUT-OF-COURT DISPUTE RESOLUTION WORKS FOR CONSUMERS

As a consumer, you have the right to resolve a dispute with us out of court – e.g. through the Czech Trade Inspection Authority or the German supervisory authority. However, we always try to resolve everything directly and fairly first, without the need to involve third parties.

8.1. **ADR.** If you concluded a Contract with us as a consumer, you have the right to out-of-court settlement of a consumer dispute arising from the Contract. In such a case, you can contact the Czech Trade Inspection Authority (Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Prague 2,

e-mail: adr@coi.cz, website: www.adr.coi.cz), or the relevant German supervisory authority or consumer organisation (e.g. Verbraucherzentrale).

- 8.2. **How the proceedings are initiated.** Out-of-court settlement of a consumer dispute is always initiated solely at your request, if the dispute (concerning the provision of our services) cannot be resolved directly with us. However, we will always try to accommodate you as best we can to avoid the need for the inspectorate.
- 8.3. **When to file a request.** You can file a request for out-of-court dispute resolution no later than one year from the date on which you first exercised your right regarding the dispute with us. Simply put, when you first filed a complaint.

9. A WORD IN CONCLUSION

Below is some additional information — e.g. that we may amend the GTC in the future, that the website may not always be 100% functional, or that we provide our services on the basis of a trade licence. You will also learn about our liability in cases of force majeure.

- 9.1. **Email.** We may deliver all written communication by email.
- 9.2. **Changes to the GTC.** We may amend or make additions to the GTC. This provision is without prejudice to the rights and obligations arising during the validity of the previous version of the GTC.
- 9.3. **Availability.** You acknowledge that the Website may not be available all the time, particularly in view of the necessary maintenance of hardware and software. We are not liable for errors arising from third-party interference with our Website, or from the use of our Website contrary to its intended purpose.
- 9.4. **Authorisation.** We are authorised to provide the Services on the basis of a trade licence, and trade inspections are conducted by the relevant trade licensing office within its jurisdiction. We are also subject to supervision by the Czech Trade Inspection Authority with regard to compliance with Act No. 634/1992 Coll. on consumer protection, as amended.
- 9.5. **Force majeure.** In the event of force majeure, we are not liable for damage caused as a result of or in connection with cases of force majeure. If the force majeure lasts for more than 10 days, we are entitled to withdraw from the Contract.
- 9.6. **Connection costs.** You are responsible for any costs incurred in connection with remote communication, such as internet connection or telephone costs, which do not differ from the standard rates charged by your operator or internet service provider.
- 9.7. **Contract archiving.** We will send you confirmation of the Contract's conclusion by email. We archive the Contract itself, including these GTC, in electronic form, and it is not publicly accessible. If you need it, please write to us and we will be happy to send it to you.

These GTC are effective from 1 Jan 2026.

The previously effective GTC can be [found here](#).

DATA PROCESSING TERMS

1. WHAT ARE THESE TERMS FOR?

- 1.1. **Our cooperation.** We have concluded a Contract under these terms. Under the Contract, there are certain cases in which we may process the personal data of other persons when providing certain Services. This mostly concerns the data of vehicle sellers/advertisers, if they are natural persons ("Sellers"). In the provision of the Physical Inspection Service, Selection Assistance and History Check, we always communicate with Sellers on your behalf or otherwise process their personal data in order to provide our Services.
- 1.2. **What do these terms cover?** These terms serve as a data processing agreement that must be concluded between the data controller and the processor pursuant to Article 28 of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data ("GDPR").
- 1.3. **Scope of these terms.** These terms are an annex to the GTC (GTC of the Automato service). By approving the GTC, you acknowledge and agree to these data processing terms.
- 1.4. **What are our roles?** You are the personal data controller. For the purposes of ordering our Services, or for subsequent communication with Sellers, you process their personal data. We are the personal data processor. This means that, based on these terms and conditions and your instructions, we will process the personal data of Sellers for you so that we can provide our Services.
- 1.5. **When are we the controller?** In relation to certain personal data, we may also be the controller for you or the Sellers. You can find out more in our Privacy Policy available here.
- 1.6. **Our authorisation.** As the controller, you authorise us to process personal data in accordance with these terms pursuant to Article 28 of the GDPR.
- 1.7. **Terms.** Terms used in these data processing terms with a capital letter have the same meaning as in the GTC.

2. HOW DO WE OBTAIN PERSONAL DATA AND WHY DO WE PROCESS IT?

- 2.1. **Sellers' personal data.** When providing our Services, we process the personal data of Sellers. We can obtain access to this personal data in two ways:
 - 2.1.1. **When you provide the data.** When you are interested in inspecting a specific vehicle, you provide the personal data of the specific Seller, which we then process.
 - 2.1.2. **By our own means based on your instructions.** If you entrust us with Assistance with Selection, we process Sellers' personal data when browsing advertisements, presenting them to you, and subsequently communicating with Sellers for the purpose of Physical Inspection or concluding a contract.
- 2.2. **Specific data of Sellers.** In order to provide our Services, we need at least the following personal data of Sellers:
 - 2.2.1. Identification data (particularly the first and last name, address and company ID number, if applicable);
 - 2.2.2. Contact details (particularly email address and telephone number);
 - 2.2.3. Information available in the advertisement or obtained during communication with the Seller (e.g. information about the availability of the vehicle, its condition, VIN code, vehicle registration number).
- 2.3. **Purpose of processing.** We process personal data for the following purposes:
 - 2.3.1. **Your representation.** In order to provide the Selection Assistance Service, we process the personal data of Sellers whose vehicles meet the criteria specified by you or jointly agreed upon on your behalf and based on your specified criteria. For this purpose, we search for advertisements, submit them to you for review, and communicate with Sellers.

2.3.2. Performance of the Contract. If you order a Physical Inspection or History Check from us, in order to perform the Contract, we need to contact the Seller and arrange for a Physical Inspection, or check the Seller and their vehicle in the relevant systems (e.g. Cebia) based on the Seller's personal data.

3. HOW DO WE PROCESS PERSONAL DATA?

- 3.1. **Nature of personal data processing.** The processing of personal data on our part may consist in collection, recording, storage on data carriers, sorting, transfer and storage, as well as other activities necessary for the performance of the Contract, either automatically or manually, so that this activity corresponds to the purpose of personal data processing.
- 3.2. **What are you responsible for?** You are responsible for processing the personal data provided to us in accordance with the GDPR and Act No. 110/2019 Coll., on the processing of personal data. Please do not provide personal data that does not comply with this. You should particularly not use personal data obtained in the provision of the Services for other purposes (e.g. for the purpose of publishing information about the Seller). You also determine what personal data we will process, for how long and why.
- 3.3. **What are we responsible for?** We are responsible for complying with these data processing terms and your instructions, and we will also only process personal data in accordance with the GDPR and other legal regulations.
- 3.4. **Instructions.** The processing of personal data is based on your instructions as the controller. The main instructions for processing are these data processing terms, the GTC, the Contract and any other requirements that you specify in writing. If you wish to give us further instructions on the processing of personal data, please write to us at info@iautomato.de. If we find that your instruction violates legal regulations, we will notify you immediately. If you insist on this instruction or do not remedy the situation, we are entitled to withdraw from the Contract.

4. WHAT ELSE SHOULD YOU KNOW?

- 4.1. **How long do we process personal data?** We process personal data for the duration of the provision of Services and the term of the Contract, unless otherwise specified in these data processing terms.
- 4.2. **What happens to the data after our cooperation ends?** We will demonstrably delete all personal data on our side no later than 30 days after the end of the processing period, unless we must or may continue to process certain data (our legal obligation or legitimate interest).
- 4.3. **Location of storage.** We process personal data within the Czech Republic or the EU. However, we may also transfer it to third countries outside the European Union. We will only do so in compliance with all standards of due care for personal data and provided that the recipient of the personal data has provided adequate safeguards for the protection of personal data.
- 4.4. **Security measures.** We use the necessary technical, organisational and other measures to ensure the protection of personal data. Our goal is to prevent unauthorised or accidental access to personal data, its alteration, destruction, loss, unauthorised transfer or other misuse. An overview of the measures is provided in section 4.9 of these data processing terms.
- 4.5. **Transfer of personal data.** We may use other processors ("Sub-processors") to process personal data. One group of these Sub-processors are our colleagues (especially technicians), who are involved in providing our services and are not our employees (self-employed contractors). The scope of these persons may change from time to time, and we can provide a current list upon request. We also use suppliers as Sub-processors, who may have access to personal data. These may include providers of cloud and other storage or software necessary for the provision of the Application. You give us general permission to engage these Sub-processors. We will inform you of any changes, whether the acceptance of new Sub-processors or their replacement. You may raise an objection within 14 days of this notification. However, you undertake not to raise objections without reason. We provide a list of current Sub-processors on the Website.
- 4.6. **Obligations of the Sub-processor.** If we engage a Sub-processor, we will impose on them at least the same obligations as those set out in these data processing terms. We will require them to comply with the GDPR and protect the personal data we transfer through adequate security measures.

- 4.7. **Our assistance to you.** We will assist you in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR in relation to Sellers, taking into account the information available to us. If a Seller contacts us and exercises their rights relating to personal data processing, we will forward this request to you without undue delay for resolution and will be available to assist you in handling it.
- 4.8. **Audits.** At your request, we will provide all the information necessary to demonstrate that the obligations set out in Article 28 of the GDPR have been fulfilled. We will allow you or a third party to conduct an audit to a reasonable extent, at most once every two years or in the event of a significant change in the scope of personal data processing. The audit may be conducted after prior written notice at least 30 days in advance. We are entitled to reject your proposed date and suggest an alternative date, which must not be later than 60 days after your originally proposed date, and you shall bear the costs of the audit. You are also obliged to maintain confidentiality regarding all information discovered in the audit concerning our company, particularly our security policies and standards. You are obliged to impose the same obligation on third parties authorised to conduct the audit.
- 4.9. **Steps to secure personal data.** In order to fulfil our obligations and taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, as well as the varying likelihood and severity of risks to the rights and freedoms of natural persons, we undertake to secure data processing at least in the following manner:
 - 4.9.1. We use secure storage and access to systems, where access will only be known to the necessary extent to our employees and associates.
 - 4.9.2. We use secure access to administration or other personal data databases.
 - 4.9.3. We use software and services that meet standard data security requirements for the processing of personal data.
 - 4.9.4. We do not make copies of the personal data database without your prior consent, except for necessary technical backups and copies necessary for the provision of Services.
 - 4.9.5. We use appropriate security measures, such as encryption or other appropriate and necessary measures, depending on the specific action and data.
 - 4.9.6. We will not allow third parties to access personal data unless such access is approved by you in writing, or unless it is required by the Agreement or the nature of the Services provided.
 - 4.9.7. We process personal data in the form in which it was provided to us by you.
 - 4.9.8. We only process personal data for the purposes defined by these data processing terms and to the extent necessary to fulfil these purposes.
- 4.10. **Security incident notification.** If we discover that a security incident and breach of personal data processing has occurred on our part in the provision of our services and personal data handling, we will notify you without undue delay.

5. IN CONCLUSION

- 5.1. **Changes to the data processing terms.** In the event of a change to the data processing terms, we will inform you of the change in advance. If you believe that the change leads to a violation of the GDPR or other applicable regulations, please let us know. You are entitled to reject such a change and we will make the necessary adjustments to remedy the situation.
- 5.2. **Effectiveness of the data processing terms.** These data processing terms shall become effective for you upon your acceptance of the GTC. However, we will also comply with them earlier if we provide any services before that.

FORM FOR WITHDRAWAL FROM THE CONTRACT WITHIN 14 DAYS

As a standard, you do not have the right to withdraw from the contract without giving a reason within 14 days of concluding the contract for our services, because we will provide our services either 14 days after the contract is concluded, or you agree to their earlier provision and thereby lose the right to withdraw from the contract without giving a reason.

If you do have such a right, you can use this form to exercise your right to withdraw from the contract.

Customer:

Name: _____

Address: _____

Telephone No.: _____

Preferred method of refund: _____

Bank account number/bank code to which I would like the service fee to be refunded:

_____ / _____

Invoice number: _____

Order number: _____

Reason for withdrawal (not mandatory): _____

Date and customer's signature

GENERAL TERMS AND CONDITIONS

AUTOMATO SERVICES

ANNEX

CHECKLIST

Checklist for physical inspection of the vehicle

General information on inspection points and possible restrictions

The inspection is carried out without interfering with the vehicle's construction and without the use of specialised service equipment. The evaluation of individual points is based on visual assessment, basic functional testing and, where appropriate, a short test drive. In some cases, the scope of the inspection may be limited by circumstances that cannot be influenced at the time, such as the availability of a particular part of the vehicle, operating conditions, access to documentation, or the behaviour of the vehicle during the test.

If necessary, we recommend checking the scope and depth of the inspection directly with the technician for specific items. Some symptoms or defects may only appear later, under different conditions or under different operating loads. The technician is not obliged to inform the customer independently about the extent of the inspection of individual items – it is up to the customer to actively ask for details of the inspection if they are interested.

Documents, history and equipment*	
Technical certificate	MOT report
VAT deduction	Oil change record
Vehicle under warranty	Record of timing belt replacement
Service book	Documentation for additional equipment
Last entry in the service book	Emissions test certificate
Country of origin of the vehicle	Availability of service invoices
Number of keys for the vehicle	Record of technical modifications
Spare wheel / repair kit	Record of body repairs
Operating instructions	
Number of owners	

Car paintwork*	
Scratches on paintwork	Bubbles under paint
Paint peeling	Cracks in paint
Different shade on parts of the car	Painted accessories in a different shade
Resin	Polishing marks
Pigeon droppings	Adhesive tape/foil marks
Stains from carriers	Paint drips
Beacon stains	Paint dullness
Paint thickness	Hail marks
Paint condition assessment	Contamination from brake dust/asphalt
Damage from car washes	Visible dust particles in the paintwork
Damage from stones	Residue from stickers or decals
Visible welds or sealants	Uneven paint structure

Bodywork*	
Body alignment (all parts)	Damage to door handles
Dents	Damage to plastic body parts
Door closing	Damage to skirting boards and decorative elements
Cracks	Damage to sill covers
Corrosion	Damage to roof mouldings/rails
Damage to sills	Loose or missing screws/brackets
Deformation of mudguards	Damage to the front panel/grille
Damage to wheel arches	Damage to door frame
Damage to roof pillars	
Damage to sill mouldings	
Damage to rear-view mirrors	

Headlights*	
Moisture in headlights	Damage to indicators
Headlight clarity	Turn signal functionality
Damage to headlights	Headlight cover damage
Functionality of headlights	Headlight mismatch
Moisture in rear lights	Non-original headlights
Clarity of rear lights	Functionality of brake lights
Damage to rear lights	Damage to brake lights
Functionality of rear lights	Functionality of reversing lights
Fog lights moisture	Damage to reversing lights
Clarity of fog lights	Functionality of daytime running lights
Damage to fog lights	Damage to daytime running lights
Functionality of fog lights	Functionality of number plate lighting
Moisture in indicators	Damage to number plate lighting
Clarity of indicators	

Glass*	
Windscreen cracks	Roof window cracks
Windscreen scratches	Sunroof scratches
Windscreen clouding	Roof window clouding
Side window cracks	Sunroof functionality
Side window scratches	Mirror cracks
Side window cloudiness	Mirror scratches
Rear window cracks	Front wiper blades
Rear window scratches	Rear wiper blades
Rear window cloudiness	

Interior and comfort features*	
Stains on seats	Horn check
Stains on the headliner	Front windscreens wiper functionality
Stains on carpets	Rear wiper functionality
Seat heating	Wiper arms
Seat ventilation	Wiper noise
Seat squeaking	Bad wiper blades (front)
Seat play	Bad wiper blades (rear)
Seat controls	Front windscreens wiper functionality
Seat positioning functionality check	Rear windscreens wiper functionality
Seat massage function	Glove compartment opening
Seat memory function	Dashboard damage
Torn seat covers	Dashboard display functionality
Seat frame damage	Infotainment display damage
Headrest positioning	Infotainment display functionality
Headrests damage	USB / 12V sockets functionality
Arrests functionality	Interior lighting functionality
Arrests damage	Ceiling panel / controls check
Odour	Wireless phone charging
Steering wheel condition	Start button functionality
Steering wheel heating functionality	
Handbrake condition	
Handbrake functionality	
Electronic parking brake functionality	
Condition of gear lever	
Condition of plastic and rubber parts	
Scratches on plastic	
Scratches on seat leather	
Heating functionality	
Heating output	
Heating odour	
Air conditioning functionality	
Air conditioning performance	
Air conditioning odour	
Dual-zone/triple-zone air conditioning function	
Seat belt check	
Checking the functionality of mirror adjustment and electric windows	
Radio and audio functionality check	
Radio and audio damage check	
Ventilation grille function	
Damage to ventilation grilles	
Checking window operation	
Checking window seals	
Check central locking	
Keyless locking system check	
Remote locking check	
Boot lock	
Electric control trunk	
Boot opening	

Wheels and brakes*	
Condition of wheels and rims	Wheel centre caps scratches
Damage to wheels and rims	Condition and thickness of front brake discs
Damage to wheels and discs Scratches	Condition and thickness of rear brake discs
Damage to wheels and discs – deformation	Condition of front brake pads in %
Damage to wheels and discs, evenness	Rear brake pads condition in %
Wheel centre caps completeness	Visual inspection for brake fluid leaks
Wheel centre caps cracks	Oil or fluid leaks around wheels

Chassis*	
Corrosion condition assessment	Visual inspection of shock absorbers (front)
Body damage	Visual inspection of shock absorbers (rear)
Suspected traffic accident	Visual inspection of springs (front)
Visual inspection of exhaust	Visual inspection of springs (rear)
Deformation of exhaust pipe or brackets	Steering play test
Corrosion of exhaust pipe	Uneven setting of the vehicle
Unknown fluid leaks	Deformation or dents in the floor
Visible oil leak from the gearbox	Damage to plastics or floor panels
Visible oil leak from the engine	Non-original/missing fasteners
Visible fuel or coolant leak	Visual inspection of exhaust mounting
Check engine cover	
Noise from bearings	
Play in bearings, rotation problems	
Check for play in chassis components	
Visual inspection of chassis and rubber mountings	
Checking exhaust soot	

Test drive*	
Clutch behaviour function	Smoothness of gear shifting
Clutch behaviour slippage	Delay when changing gears
Clutch vibration behaviour	Clutch engagement – engagement point
Clutch behaviour noise	Clutch behaviour when starting uphill
Gearbox behaviour	Engine response to throttle
Engine behaviour at low revs	Brake pedal behaviour/hardness
Engine behaviour at high revs	Brake pedal softness
Turbo sound	Brake effect deviation left/right
Chassis noise	Steering precision around centre position
Chassis behaviour	Steering wheel return after turning
Straight-line stability while driving	Stability control system (ESP) – function during test
Maintaining a straight line when accelerating	Hill start assist – function
Maintaining a straight line when braking	Engine torque during moderate acceleration
Gauges, tachometer functionality	Engine response when depressing the clutch
Gauges, speedometer functionality	Exhaust fumes while driving

Engine overheating	
Idle speed	
Engine noise check	

Gauges display functionality	Reverse gear – engagement and function
Brakes noise	Body roll when cornering
Brake vibration	Swaying or instability at higher speeds
Brake efficiency	Steering wheel vibration at higher speeds
Brake fade	ABS response during heavy braking
Handbrake function	Start-stop system – function when stationary
Cruise control	Braking effect at low speeds
Parking assist functionality	Eco/Sport mode – change in engine behaviour
Parking sensors	Adaptive cruise control – smooth deceleration

Diagnostics	
Connection area check	Communication stability during data reading
Plug check	Communication issues detected
OBD2 connector connection	Power supply status during diagnostics
Establishing connection with the control unit	Availability of data from individual units
Communication status	Correct vehicle identification (VIN, ECU info)
System response to data read attempts	Error
Reading error codes	

Categories and their possible limitations during inspection

Documents, history and equipment*

The assessment of this section is based solely on the information that was provided and available at the time of the inspection. The inspection is not carried out with access to non-public registers or internal manufacturer databases, and therefore the completeness, accuracy or timeliness of the information cannot be guaranteed. Technicians are neither obliged nor authorised to verify the authenticity of the documents or equipment data submitted beyond the scope of a normally available visual assessment. Any conclusions are non-binding and serve solely as indicative information within the scope of the inspection.

Car paintwork*

The assessment of the condition of the paintwork is based on a visual inspection in the available lighting and operating conditions, without the use of specialised equipment and without interfering with the vehicle's structure. The measurement may be affected by the accessibility of individual parts, the condition of the surface, contamination or distracting reflections. The findings cannot be considered a comprehensive analysis of the condition of the paintwork or clear evidence of repairs, repainting or damage. All conclusions are indicative and do not constitute a legal claim to the completeness or indisputability of the findings.

Bodywork*

The bodywork is assessed visually and without dismantling, to the extent permitted by the current conditions at the inspection site. The accessibility of individual parts, lighting conditions and any covering of components may affect the scope and accuracy of the assessment. The inspection does not include hidden structural parts or elements that cannot be directly accessed without interfering with the vehicle. The findings are for information purposes only and do not constitute an exhaustive review of the structural condition of the bodywork.

Headlights*

The assessment of headlights is based on a visual assessment and basic testing of the functions that were available at the time of the inspection. The completeness of the inspection may be limited by environmental conditions, the condition of the controls or limited access to certain parts. The inspection does not include detailed measurements of light efficiency, electronic faults or an assessment of the internal technical condition. The conclusions are for information purposes only and may not reveal hidden or operational defects.

Glass*

The inspection of the glass is carried out visually, without dismantling and only to the extent permitted by current accessibility and lighting conditions. The assessment may be limited by contamination, condensation, covering or reflections. The inspection does not include microcracks, internal stresses or defects that only become apparent under specific operating conditions. The information obtained is for guidance only and may not fully cover all possible deficiencies.

Interior and comfort features*

The assessment of the interior and related elements is based on a visual inspection and basic verification of the functionality of the available systems. The scope of the assessment may be limited by the current settings, the technical condition of the controls, external conditions or limited testing time. Some defects may only appear under specific circumstances or during prolonged use. The findings are for information purposes only and may not capture all functional deviations or visual defects.

Tyres*

Tyre inspection is carried out visually and without dismantling, to the extent permitted by current conditions. The inspection may be limited by dirt, lighting, accessibility or the inability to check the inside of the tyre and the evenness of wear. The findings are based on visual signs and basic tread depth measurements and do not include detailed diagnostics of the condition of the rubber compound, pressure or hidden defects. The results are indicative.

Wheels and brakes*

The assessment takes the form of a visual inspection and basic evaluation of accessible parts without dismantling or interfering with the vehicle's structure. The scope of the inspection may be limited by the accessibility of individual components, contamination or the inability to lift the vehicle. No precise measurements of thickness or functionality under operating load are performed, nor are the internal parts of the braking system inspected. The findings are for information purposes only and may not cover all technical or safety deficiencies.

Chassis*

The chassis is assessed visually without the use of diagnostic equipment or dismantling. The assessment options may be limited by the accessibility of individual parts, the absence of a vehicle lift, or insufficient lighting conditions. Some components may be covered and cannot be reliably verified without disassembly or operational load. The results are indicative and do not include a comprehensive technical assessment of the functionality or wear of components.

Engine and Transmission*

Inspection of this area is based on visual and sensory assessment, basic functional testing and observation of symptoms during a test drive. The scope of the assessment may be limited by the absence of specific driving situations, short operating time, covering of certain parts, or operating conditions at the time of inspection. This is not a professional diagnosis or analysis of mechanical wear. The information obtained is indicative and serves as a supporting guide, not as a guarantee of perfect technical condition.

Test drive*

During the test drive, basic driving characteristics, vehicle response, engine behaviour, gearbox, brakes, steering and other operating systems are checked. The scope of the assessment may be limited by the length of the drive, traffic conditions, type of route, speed limits or the inability to simulate specific operating conditions. Some symptoms may only appear during longer or heavy-duty operation, which is not always feasible during an inspection. The findings are for informational purposes only and are not a substitute for detailed diagnostics.

Diagnostics*

Diagnostic verification depends on the availability of a suitable connection, the compatibility of control units and the current technical condition of the vehicle. The scope of the data obtained may be limited by technical limitations of the vehicle, incomplete records or limited access to certain systems. Diagnostic outputs serve as indicative information and may not capture all historical or intermittent errors. The results do not replace professional service diagnostics or analysis of the causes of any faults.