MaRIS Pay & Go - Terms of Service

IT IS IMPORTANT THAT YOU READ THESE TERMS OF SERVICE CAREFULLY BEFORE YOU REGISTER TO USE THE HONDA MAINTENANCE AND REPAIR SYSTEM BECAUSE YOUR USE OF OUR WEBSITE AND THE SERVICE IS SUBJECT TO THEM

Our Service

The content of the Honda Maintenance and Repair Information System (the "Service") which incorporates this Website (the "Website") and the information we offer through it is designed and intended to be used as an information resource to provide you with information to assist in the maintenance and repair of our vehicles. This is not a training or diagnostic service nor is this Website designed to provide specific advice, diagnosis or suggestions for repairs or servicing in any individual case.

Acceptance of Terms.

These terms of service apply to all users of our Service. By registering to use our Service and clicking the button marked "I agree" set out at the bottom of this page, you are agreeing to abide by these terms of service. You must complete the registration process to be able to access our Service.

Revocation and suspension of your right to use the Service

The Service is currently provided to you on a subscription basis. You will be advised when you log on to the Service what charges will be payable for use of it. We will require you to agree to these terms of service and the charges before you can use the Service and we will be entitled to revoke any existing right you may have to use the Service under these terms of service with immediate effect.

We may also immediately revoke or suspend your right to use the Service and access the Website without any liability to you if: you are in breach of these terms of service; we need to carry out maintenance of the Service; or we are unable to provide the Service due to any circumstances beyond our control. Revocation of your right to use the Service by us shall entitle us to re-allocate your user name or password or both.

Registration and provision of personal information.

When you register to use the Service you will be asked to provide us with information about yourself and your Company. This information will be used in accordance with our Privacy Policy and you agree to us processing personal data relating to you in the ways and for the purposes set out in it.

In return for the opportunity to use our Service, you agree to provide us with true, accurate and complete information about yourself upon registration and at all other times and to abide by these terms of service. It is your responsibility to ensure that information you provide to us is kept accurate and up to date.

Username and Password.

You will be required to create an account with a "username" and a password. You are responsible for the security and proper use of your user name and password. You must ensure that you keep your username and password safe and secure. You will be responsible for all activities which occur under your username and password. It is your responsibility to notify us immediately of any unauthorised use of your username or password or any other breach of security as soon as you become aware of it.

External Links.

We may provide links to other Websites or resources. These are provided purely as a matter of convenience and we do not endorse nor are we responsible for the contents of these Websites. We do not warrant that these Websites are free from viruses, trojans, worms or other harmful or malicious components. We are not responsible for the availability of these Websites, nor will we be liable in any way for any loss or damage which you may suffer by using these Websites. If you decide to access linked third party Websites you do so at your own risk.

Information provided by third parties

Any information specifically attributed to third party sources is for general guidance only and we accept no responsibility for its accuracy.

Proprietary Rights and Licences.

All text, software, music, sound, photographs, diagrams, tables, graphics, video, page layouts, design and other information or material that is contained on the Website or forms part of the Service, is protected by our or our third party suppliers' copyright, database rights, trade marks, service marks, patents, petty patents, utility models, design rights, registered designs rights in confidential information, trade secrets, know-how or other rights of a similar nature anywhere in the world (together "Intellectual Property Rights").

We own or are licensed to use all Intellectual Property Rights in connection with and in all versions of the Website and Service; the software we use to operate the Website and Service; and any data (including data obtained from you during the registration process) generated by users of the Website and Service. You acknowledge that you have only a revocable limited licence to use the Website and the Service on these terms of service solely in the ordinary course of your business as a repairer or servicer of Honda vehicles and that you are entitled to no right or interest in the Intellectual Property Rights referred to in the preceding paragraph.

You are not permitted, except as expressly permitted by these terms of service or unless otherwise expressly authorised in writing by us, to change, adapt, copy, store, use, publish, rent, licence, sub-licence, sell, hire, lend deep-link, frame or distribute or otherwise deal with in any way any of the content of the Website, Service, or these Intellectual Property Rights, or to do any other act or omit to do any other act which may harm or otherwise prejudice any of these Intellectual Property Rights.

Use of the content of the Website by manufacturers or distributors of repair equipment, tools or spare parts, publishers of technical information, operators offering training for installers or manufacturers and repairers of equipment for alternative fuel vehicles will only be permitted if you have entered into a separate agreement with Honda authorizing and setting out the terms and conditions for such use.

No part of a page from the Website or Service may be distributed or copied for any commercial purpose. No part of the Website or Service may be decompiled, reverse engineered or reproduced or transmitted to or stored in any other website or other form of electronic retrieval system.

Disclaimers and Limitations.

You agree that to the extent permitted by law:

- the Service is provided on an "as is" and "as" available basis and that we make no guarantee that the Service and/or the Website will never be faulty nor that it will work continuously, nor that it will be maintained in a fully operational condition or error free, nor that it will be free from viruses, trojans, worms or other harmful or malicious content. You agree that you shall take appropriate steps to protect against such viruses and attacks by means of firewalls and up to date virus protection software;
- 2. whilst we will use all reasonable endeavours to ensure the accuracy of any information contained within the Website or provided to you as part of the Service, we do not make any representation or give any warranty or undertaking as to the accuracy or the quality of the contents of the Service or the Website nor that the Service will provide any specific information other than that required under applicable law. The Service is not a training or teaching resource, but designed and intended to be used as an information recourse to enable you to readily obtain technical information relating to Honda vehicles.
- 3. we will not be liable for any damage to your equipment, software or data as a consequence of your use of the Website or Service; and
- 4. no advice or information obtained by you through or from the Website or Service, or obligation set out in these terms of service will create any warranty not expressly stated in these terms of service. Except as expressly stated in these terms of service, all conditions, warranties and terms, whether express or implied in connection with the Website or the Service are excluded.

Exclusion of Liability.

To the extent that we are lawfully able to do so, we exclude all liability to you for any claims, losses and/or damages of any nature (including loss of profits, business and loss of use, and all direct, indirect and consequential losses) resulting from: (a) your use or inability to use the Website or the Service; (b) your use of or reliance on any of the information or advice contained on the Website or provided to you by us; and/or (c) for any unauthorised access to your personal data whether caused by breach of these terms of service, breach of contract or negligence or however otherwise caused. Nothing in this agreement shall seek to exclude or limit liability for personal injury or death caused by our negligence or which cannot otherwise be excluded by law or for our fraud.

Amendment and discontinuance of the Service

We may change the Service from time to time to reflect the interests of our users or information we believe needs to be made available. We may also discontinue providing certain parts or all of the Service at our discretion and without notice to you. We will, however, endeavour to let you know of any material changes via our home page.

General

These terms of service constitute the entire agreement between us in respect of your use of the Website and the Service and supersede any and all prior agreements, arrangements and representations (save in respect of those made fraudulently).

If any of these terms of service are found to be invalid then that provision shall not affect the validity of the remaining provisions which shall remain fully enforceable. No waiver by us of any term shall be deemed to be continuing or shall be deemed to be a waiver of any other term.

These terms of service will be interpreted and construed in accordance with the laws of England.

For up-to-date information on our services and all support facilities or if you are dissatisfied with the Website or our Service or have any questions concerning these terms of service, for contact details see contact page.

Thank you for using our Service which is provided by Honda Motor Europe Limited a limited liability company incorporated in England under company number 857969. Our registered office is at Cain Road, Bracknell, Berkshire, RG12 1HL, United Kingdom.