

Trafficmaster Ltd

Website terms of use 2011

1. TERMS OF WEBSITE USE

This page (together with the documents referred to on it) sets out the terms of use on which you may make use of the websites www.trafficmaster.co.uk, www.smartnav.co.uk, www.trafficmaster.net and www.trackstarondemand.com and/or such other websites as may be nominated by Tm from time to time (“**the Sites**”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the Sites. By using the Sites, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the Sites.

2. INFORMATION ABOUT US

The Sites are operated by Trafficmaster Ltd and its associated group companies (“**Tm**”). Tm is registered in England under company number 2292714 and has its registered office at Martell House, University Way, Cranfield, Bedfordshire, MK43 0TR. This is also Tm’s main trading address. Tm’s VAT number is GB-539-9704-95.

3. ACCESSING THE SITES

Access to the Sites is permitted on a temporary basis, and Tm reserves the right to withdraw or amend any of the products and services detailed on the Sites without notice (see below). Tm is not liable if for any reason the Sites are unavailable at any time or for any period. From time to time, Tm may restrict access to some parts of the Sites, or all the Sites, to users who have registered with us or any other person. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Tm’s security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Tm has the right to disable any user identification code or password, whether chosen by you or allocated by Tm, at any time, if in Tm’s opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to the Sites. You are also responsible for ensuring that all persons who access the Sites through your internet connection are aware of these terms, and that they comply with them.

4. PROHIBITED USES

You may use the Sites only for lawful purposes. You may not use the Sites:

- in any way that breaches any applicable local, national or international laws or regulations;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards listed in paragraph 12 below

- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Sites in contravention of the provisions of these terms of use; and
- not to access without authority, interfere with, damage or disrupt:
 - any parts of the Sites;
 - any equipment or network on which the Sites is stored;
 - any software used in the provision of the Sites; or
 - any equipment or network or software owned or used by any third party.

5. INTELLECTUAL PROPERTY RIGHTS

Tm is the owner or the licensee of all intellectual property rights in the Sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Sites for your personal reference and you may draw the attention of others within your organisation to material posted on the Sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Tm's status (and that of any identified contributors) as the author of material on the Sites must always be acknowledged if any of the Content of the Sites is used by you. You must not use any part of the materials on the Sites for commercial purposes without obtaining a licence to do so from Tm. If you print off, copy or download any part of the Sites in breach of these terms of use, your right to use the Sites will cease immediately and you must, at Tm's option, return or destroy any copies of the materials you have made.

6. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on the Sites are not intended to amount to advice on which reliance should be placed. Tm therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any guest or registered user to the Sites, or by anyone who may be informed of any of its contents.

7. THE SITES CHANGE REGULARLY

Tm aims to update the Sites regularly, and may change the content at any time. If the need arises, Tm may suspend access to the Sites, or close them indefinitely. Any of the material on the Sites may be out of date at any given time, and Tm is under no obligation to update such material.

8. LIABILITY

The material displayed on the Sites is provided without any guarantees, conditions or warranties as to accuracy. To the extent permitted by law, Tm and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Sites or in connection with the use, inability to use, or results of the use of the Sites, any websites linked to them and any materials posted on them, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect Tm's liability for death or personal injury arising from its negligence, nor its liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

9. INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITES

If Tm processes information about you it will do so in accordance with its privacy policy on www.trafficmaster.co.uk. By using the Sites, you consent to such processing and you warrant that all data provided by you is accurate.

10. TRANSACTIONS CONCLUDED THROUGH OUR SITES

Contracts for the supply of goods, services or information formed through our Sites or as a result of visits made by you are governed by the terms and conditions of supply on the Sites.

11. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse the Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Sites, the server on which the Sites are stored or any server, computer or database connected to the Sites. You must not attack the Sites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 UK. Tm will report any such breach to the relevant law enforcement authorities and Tm will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Sites will cease immediately.

Tm will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Sites or to your downloading of any material posted on it, or on any website linked to it.

12. LINKING TO THE SITES

You may link to the Sites, provided you do so in a way that is fair and legal and does not damage Tm's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Tm's part where none exists in writing agreed by authorised Tm personnel.

You must not establish a link from any website that is not owned by you. The Sites must not be framed on any other Sites, nor may you create a link to any part of the Sites other than the home page of each of the Sites. Tm reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the following content standards. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any website as well as to its whole. The websites must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); or
- comply with applicable law in the UK and in any country from which they are posted.

The websites must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

If you wish to make any use of material on the Sites other than that set out above, please address your request to marketing@trafficmaster.co.uk.

13. LINKS FROM THE SITES

Where the Sites contain links to other websites and resources provided by third parties, these links are provided for your information only. Tm has no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14. JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Sites although Tm retains the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

15. TRADE MARKS

“Trafficmaster”, “Trafficmaster Intelligent Driving”, “Trafficmaster Oracle”, “Smartnav”, “FleetDirector”, “T-Nav”, “Trackstar”, “Geocore” and “Telematica” are registered trade marks of Tm.

16. VARIATIONS

Tm may revise these terms of use at any time by amending the Sites. You are expected to check the Sites from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Sites.

17. YOUR CONCERNS

If you have any concerns about material which appears on the Sites, please contact webmaster@trafficmaster.co.uk.

Thank you for visiting the Sites.