

## ROAD TECH COMPUTER SYSTEMS LIMITED

Road Tech Computer Systems Limited, registered office: c/o Hillier Hopkins LLP, First Floor, Radius House, 51 Clarendon Road, Watford, Hertfordshire, WD17 1HP. Co. Reg no. 02017435. Trading address: Shenley Hall, Rectory Lane, Shenley, Radlett, Herts. WD7 9AN. Tel no 01923 461111. Vat. No GB 449358217

### Terms and Conditions for the Supply of Tachomaster Goods and Services 449921

#### 1. Definitions

<b>“Products”</b>	means any hardware and consumables provided online by Us
<b>“Service Charge”</b>	means the service charges for the use of the Tachomaster service set out in our Website from time to time
<b>“Tachomaster”</b>	means the Tachomaster software application hosted on the Website
<b>“You”</b>	means any user of the Website and/or the Tachomaster service
<b>“User”</b>	means any licensed user of the Website or the Tachomaster application
<b>“We or Us”</b>	means Road Tech Computer Systems Limited
<b>“Website”</b>	means the Tachomaster website at <a href="http://www.tachomaster.co.uk">www.tachomaster.co.uk</a> or any alternative website which hosts the Tachomaster application

#### 2. Terms and Conditions

- 2.1 The terms and conditions set out below shall govern the contract between us including your use of the Website, the information contained on the Website and/or any Products that you purchase from us. When you access the Website or purchase any Products from Us You agree to be bound by these terms and condition which shall prevail over your own terms and conditions.
- 2.2 We reserve the right to vary or modify these terms and conditions including without limitation to increase our Service Charge from time to time.
- 2.3 We reserve the right to vary, change, temporarily or permanently withdraw or suspend the Website (or any part of it) without any liability to you or any third party.
- 2.4 The Website is an internet based service which provides access to Tachomaster software which provides tachograph data capture, analysis and reporting to licensed users. Whilst we shall use our reasonable endeavours to ensure that the Website is available at all times we do not guarantee that the Website will be free from service interruptions, data or telecommunication failures and we shall not be liable to You or any User for any service interruption suspension modification or discontinuance of the Website whatsoever.
- 2.5 We hereby grant to the User a non- exclusive licence to use Tachomaster on these terms and conditions.
- 2.6 You shall be entitled to use for trial purposes only and such licence to trial Tachomaster shall expire after 28 days unless You agree to pay the Service Charges and we receive your completed direct debit mandate. On receipt of your direct debit mandate either by post or via the Website you will be licensed to use Tachomaster until your use of Tachomaster is terminated.
- 2.7 We shall issue a password to the User nominated by you and once we issue the password it shall be your responsibility to issue pass codes to the other nominated Users in your organisation.
- 2.8 It shall be your responsibility to keep the Tachomaster user identifications and passwords secure. You must promptly inform us if there is any unauthorised use of your password or the Tachomaster application. We shall not be liable for any loss or damage you may suffer or incur as a result any unauthorised use of your password if You have failed to keep your password secure.
- 2.9 You shall be responsible for the management, control and use of any tachograph data held on the Website which relates to your organisation including without limitation all Users authorised by You to use Tachomaster. We shall not be liable to you for any loss or damage you may suffer or incur as a result of any act, omission or misuse of the Website or such data held on the Website by you, your representatives or agents.

- 2.10 You must ensure that at all times you use the latest Tachomaster version which you must download from our Website when prompted by Us.
- 2.11 We reserve the right to vary, change or modify any Products that we supply even after you have placed your order provided that the functionality and performance of the replacement Products is equivalent to the Products ordered.
- 2.12 We may refuse to process a transaction for any reason or refuse service anyone at any time at our sole discretion.

### **3. Restrictions**

- 3.1 You shall not;
  - 3.1.1 use or copy the Tachomaster software otherwise than in accordance with the terms of this license;
  - 3.1.2 breach any other term of this license;
  - 3.1.3 incorporate the Tachomaster software into any other software developed by you; or
  - 3.1.4 decompile or reverse engineer the Tachomaster software or make any other attempt to discover the source code of the software for any purpose.

### **4. Intellectual Property Rights**

- 4.1 All copyright, trademark, design rights and patents and other intellectual property rights vested in the Tachomaster application, the Website (including without limitation the source and object codes) and the Products whether registered or not belong to Road Tech Computer Systems Ltd.
- 4.2 The User's tachograph details and any related data held on the Website pursuant to the User's use of the Tachomaster system shall belong to the appropriate organisation or User.
- 4.3 We shall comply with the relevant Data Protection Acts in connection with the storage of any User data but such data may be disclosed to and processed by any third party engaged by us for the purposes of assisting us with the provision of our Tachomaster services.

### **5. Payment and Charges**

- 5.1 Unless you are licensed to use Tachomaster for a free 28 day trial you shall pay the Service Charges to us every 28 days by direct debit. Payment terms must be adhered to and time for payment is of the essence. Payment must be made in full without any set off, counterclaim or any similar deduction.
- 5.2 We reserve the right to suspend or cease the provision of Tachomaster without any notice if the Service Charges are not paid by the date due for payment. In such circumstances Your access to Tachomaster and/or all relevant data using Your login will be completely prohibited until such time that the Account is paid in full.
- 5.3 Where payment for the Tachomaster service is expressed as a weekly payment a 'week' shall mean the period from Monday 0001hrs to Sunday 2359hrs.
- 5.4 Charging for the Tachomaster service will commence once the trial has expired and you have agreed to subscribe to the service. The charges will apply to data entered on the live system, which might pre-date the date of commencement of the service. Data entered in the trial period will not be charged.
- 5.5 The price of the Products shall be the price set out on the Website from time to time and payment for any Products and any associated delivery costs must be received in full in cleared funds before any Products are dispatched.

If you require express delivery of the Products we reserve the right to charge you for any additional administrative and delivery costs that we incur.

### **6. Delivery, Title and Risk**

- 6.1 Title in any Products supplied by us remain with Road Tech Computer Systems Limited until payment in full has been received in accordance with this agreement.
- 6.2 Risk in the Products passes to You on the date when delivery is first tendered to You.
- 6.3 All Products will be delivered to the address stated on the credit or debit card used to make payment. If you pay for any Products by cheque delivery shall be made to the address set out on the order confirmation.

- 6.4 We reserve the right to cancel your order and make a full refund to you or make a suitable replacement for the Products ordered if we have insufficient stocks of the Product ordered or we are unable to deliver to your area.
- 6.5 We shall endeavour to deliver the Products within 30 days of your order but any delivery time stated by us is not guaranteed and delivery times shall not be of the essence.

## **7. Disclaimer**

Whilst we shall make all reasonable endeavours to maintain the functionality of the Website we do not warrant or undertake that the Website will not be virus free or will not suffer from interruptions from time to time.

## **8. Limitation of Liability**

- 8.1 Save for death or personal injury caused by our negligence or as otherwise set out in this agreement our entire liability to you for any indirect, direct or consequential damages shall be limited to the amount paid for the Product (in respect of a Product purchased online) or in respect of the use of the Tachomaster service 10% of the amount of Service Charges paid by you.
- 8.2 If the Products are damaged or defective or the incorrect quantity has been delivered we shall have no liability to you unless you notify us in writing of the problem within 7 days of delivery.
- 8.3 If the Products are damaged or defective our only liability to you will be to replace or repair the damaged or defective Products.

## **9. Termination**

9.1 We reserve the right to terminate this agreement immediately if;

- 9.1.1 You are in breach of any provision set out in clause 3.1.1, 3.1.3.or 3.1.4;
- 9.1.2 You fail to pay the Service Charges on the due date;
- 9.1.3 You are in breach of sub clause 3.1.2 and, if such breach is capable of remedy, You fail to rectify such breach within 30 days of Us notifying You of the breach requiring remedy;
- 9.1.4 You cease or threaten to cease carrying on your business;
- 9.1.5 You become insolvent or a receiver, administrator or similar is appointed over all or any part of your assets;
- 9.1.6 You make any arrangement with your creditors; or
- 9.1.7 You go into liquidation.

9.2 You may terminate this agreement at any time on giving us written notice which must be sent to the address set out at the head of this agreement. If you terminate this agreement you must provide satisfactory proof that you have sent notice of termination to Us in writing.

9.3 On the termination of this agreement You shall be entitled to receive all Tachomaster data that we may hold pursuant to your use of the Tachomaster system.

## **10. General**

- 10.1 We shall be entitled to assign the benefit of this agreement to any third party but You may not assign this agreement unless You obtain our prior written consent and comply with any condition that we may reasonably impose with regard to such assignment.
- 10.2 In the event that this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the parties shall amend that provision in such reasonable manner as achieves the intention of the parties or We may at our discretion sever the offending provision whereupon the remainder of the agreement shall remain in full force and effect.
- 10.3 This agreement shall be governed and construed in accordance with the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.
- 10.4 You will be entitled to any manufacturer's warranty provided with any hardware (which does not include cables, stationery, accessories or consumables) and if the manufacturer so requires you must comply with any registration requirements of the manufacturer relating to any such warranty.
- 10.5 Tachomaster data will be stored for 3 years, after which time it will be deleted

- 10.6 The basis of this agreement is on the reasonable assumption that this is a business to business transaction.
- 10.7 Road Tech do not engage any sub-processors to assist in the execution of providing The Service
- 10.8 Processing of personal data will only be for provision of supply of our standard tachograph analysis service as described in our Website and in compliance with UK law, we do not take bespoke instructions from our Customers in this matter.
- 10.9 All Road Tech employees are trained in the use of systems and security with regards to delivering and supporting The Service; maintaining the highest levels of client and data subject confidentiality at all times
- 10.10 Road Tech will provide assistance to the data controller in the event of any potential breach or claim of breach, of the data subject's rights.
- 10.11 In regard to The Data Controller's need to audit their processes, they will be provided with the necessary information by Us, The Data Processor, upon request
- 10.12 These terms and conditions in respect of the provision of service are in conjunction with our published Privacy Policy/GDPR statement – URL's provided herein for ease of reference.  
<https://www.tachomaster.co.uk/privacypolicy/>  
<https://www.roadtech.co.uk/privacypolicy/dataprocessor/>
- 10.13 These Terms and conditions supersede the standard terms and conditions that are "accepted" by user at point of signing up for the service.