

Fleet Now Insights

Terms & Conditions of Use

1. Agreement

- 1.1. If you are a user of “FNI” (as defined in clause 1.2 below), this agreement describes how you may use FNI and is made up of these terms and conditions, the Appendices to these terms and conditions.
- 1.2. In this agreement, where we say “FNI” we mean the fleet intelligence reporting platform provided by Tranzaura.
- 1.3. In this agreement:
 - 1.3.1. “Customer Data” shall mean the data, information or material provided, inputted or submitted by you or on your behalf through 3rd party integration, or otherwise, into FNI, which may include data relating to your suppliers and/or employees.
 - 1.3.2. “Customer Personal Data” has the meaning set out in clause 9.1.
 - 1.3.3. “Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
 - 1.3.4. “Data Processor” a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
 - 1.3.5. “Data Protection Laws” means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union

Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

- 1.3.6. “GDPR” means EU General Data Protection Regulation 2016/679.
- 1.3.7. “Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.3.8. “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly.
- 1.3.9. “Supervisory Authority” means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data.

- 1.4. We may change the terms and conditions of this agreement. We will make reasonable efforts to communicate any changes to you by sending an email to you, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this agreement

2. Parties

- 2.1. This agreement is between: “you”, the person or organisation authorised to use FNI; and “Tranzaura” / “us”, Tranzaura UK Limited (company registration number 08030039, VAT number GB 137363804, registered office: Victory House, 400 Pavillion Drive, Northampton Business Park, Northampton, United Kingdom) if you subscribe to FNI in the United Kingdom; or Tranzaura Ireland (company registration number 473187, registered office: Ballingoola, Grange, Kilmallock, Co. Limerick) if you subscribe to FNI in the Republic of Ireland. References in these terms and conditions to “your”, “our”, “we” and “us” shall be construed accordingly.
- 2.2. By entering into this agreement, we both agree to be bound by and keep to it.
3. How you accept this agreement, and when this agreement starts
- 3.1. You accept every term and condition of this agreement, and this agreement starts from the earliest date you tick a box or click on a button (or something similar) when you are asked to confirm that you accept this agreement during sign up to the service, or when you use FNI (or any part of it). If you accept this agreement and pay the relevant subscription fees (where applicable), we give you the right to use FNI in the way described in this agreement. You must not use FNI in any other way. The subscription fees are payable monthly in advance.
- 3.2. This agreement will continue until terminated in accordance with clause 12 or

any other clause in this agreement which by its express provisions allows a party to terminate this agreement.

- 3.3. If you don't accept this agreement, you should contact us and you should not use FNI.

4. Setting up an Account

- 4.1. We will give you your sign-in details and passwords to enable you to use FNI (the “sign-in information”) once you have registered with us. You will need to activate your account within 28 days of receiving the activation email which we will send to the email address you have registered with us. Failure to activate your account may lead to an inability to access any data which may have been entered into that account.
- 4.2. You may take advantage of a free trial of FNI. We will confirm the duration of any applicable free trial period in a confirmatory email following registration.
- 4.3. If you continue to use FNI following your trial period or if you have elected to purchase FNI without taking a free trial, you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to us via the payment method specified during registration or via any different payment method which we may notify to you from time to time, until either you or we end this agreement in one of the ways set out in clause 12.
- 4.4. If at any time during the period of your subscription you want to include additional FNI components or enhancements (“Customer Requested Enhancements”) within your subscription you must pay the applicable fees for each additional FNI component or enhancement and your subscription fee will be pro-rated from the date access to the additional FNI component is made available to you until the commencement of your next periodical subscription charge.

4.5. If at any time we charge you an incorrect price, we reserve the right to rectify our invoice and claim payment from you for the correct amount which you agree to pay. If we have overcharged you, we will reimburse you for the amount by which you have been overcharged.

5. Your rights to use FNI and your obligations

- 5.1. You must only use FNI for your internal business purposes and only to input your own information into FNI,
- 5.2. All rights of ownership of the information you input into FNI remain yours but your access to this information is dependent upon you complying with these terms and conditions and your applicable subscription fee being paid in full. We follow good industry practice to prevent data loss; however, you must keep copies of any information input into FNI (or generated by it) as we cannot guarantee that your information will not be lost or damaged.
- 5.3. You cannot transfer your FNI subscription (or your use of FNI for demonstration and evaluation purposes or any free trial, promotion or activation code). For example, you cannot sell it if you no longer want to use FNI, or if you become insolvent an insolvency practitioner may not pass on your FNI subscription (including your sign-in information) as part of your business's assets. Further information on this is set out in clause 13.4.
- 5.4. You acknowledge that we are not your transport manager and FNI should not be used as a substitute for a transport professional.
- 5.5. You acknowledge that any Key Performance Indicators (KPIs), ratios, calculations or other measurements presented in FNI are based on data provided by you and have not been subject to audit, certification or compliance check by us.

5.6. Some features of FNI rely on integration or provide access to technology, information or services not provided by us (even though it may look like FNI operates these technologies or services). Except where clause 12.4 applies, we are not responsible for any issue with any third-party technology, information and/or services and will not be liable for those issues. We may withdraw access to such third party technology, information or services via FNI at any time and without notifying you.

6. Restrictions on your use of FNI

- 6.1. The following list gives examples of things you must not do with FNI:
- 6.1.1. you must not introduce any viruses or harmful technology to FNI;
- 6.1.2. you must not try to gain unauthorised access to FNI or any underlying technology;
- 6.1.3. you must not try to affect the availability of FNI to our users (sometimes called 'a denial-of-service attack');
- 6.1.4. you must not give anyone else any right (of any kind) to use or benefit from FNI in any way or provide FNI to others. For example, you cannot use FNI with someone else's information to provide a service to them; and
- 6.1.5. you may not use FNI to help you develop your own software. For example, you must not use or copy all or any part of FNI's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law.
- 6.2. It is impossible to provide an exhaustive list of exactly what constitutes

acceptable and unacceptable use of FNI. In general, we will not tolerate any use which damages or is likely to damage our business or reputation, the availability or integrity of FNI or which causes us or threatens to cause us to incur any legal, tax or regulatory liability.

7. Our promises relating to FNI

- 7.1. Whilst we aim to provide uninterrupted use of FNI, unfortunately we can't guarantee this, for example, some interruptions may be caused by reasons outside our control and in such circumstances, we will not be responsible for any failure to perform our obligations in this agreement, and we will be excused from that failure for so long as those circumstances continue.
- 7.2. We do not promise:
- 7.2.1. that FNI will be compatible with your web browser or computer set-up;
 - 7.2.2. that FNI will meet your own needs;
 - 7.2.3. that you will be able to use FNI in any particular way;
 - 7.2.4. that you will get particular outputs from FNI;
 - 7.2.5. the standard of the results you get from using FNI; or
 - 7.2.6. that, where you use our technical support services, we will be able to fix your problem or remedy your issue. The fact that you have told our representative about how you intend to use FNI will not affect this clause as FNI has been developed for many different types of users, and you are responsible for setting up and accessing FNI so that you can use it in the way you need, and as best suits your circumstances.
- 7.3. You are solely responsible for obtaining and maintaining your internet and

network connections and any associated problems are your responsibility.

- 7.4. We will take reasonable steps to make sure that FNI is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.
- 7.5. You are responsible for controlling who can access your FNI account. We advise that you don't allow anyone else to use your sign in information and that you change your password at regular intervals.
- 7.6. From time to time we may temporarily suspend access to FNI, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible. If we become aware that there is an issue with FNI which affects you we may contact you to discuss the steps required to remedy that issue. You agree to provide all reasonable assistance in helping us remedy that issue.
- 7.7. We promise that we will use our reasonable skill and care to provide any service to you under this agreement.

8. Data Protection

- 8.1. For the purposes of this agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data ("Customer Personal Data") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 8.2. You warrant and represent that:
- 8.2.1. you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;

- 8.2.2. you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
- 8.2.3. you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
 - 8.2.3..1. you to disclose the Customer Personal Data to us;
 - 8.2.3..2. us to Process the Customer Personal Data for the purposes set out in this agreement; and
 - 8.2.3..3. us to disclose the Customer Personal Data to: (a) law enforcement agencies; (b) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (c) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
- 8.3. To the extent that FNI Processes any Customer Personal Data, the terms of Appendix A shall apply and the parties agree to comply with such terms.
- 8.4. You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller on the basis of our legitimate business interests), in order to:
 - 8.4.1. deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of FNI;
 - 8.4.2. carry out research and development to improve our, services, products and applications;
 - 8.4.3. develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other FNI customers;
 - 8.4.4. provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that FNI shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause 10.5, please contact us at the support@tranzaura.com.
- 9. Technical support and how we may access your FNI account
 - 9.1. During the period of your subscription, we aim to give you technical support during normal working hours (being Monday to Friday 09:00 to 17:00 excluding Public Holidays) although there may be times

where we are unable to do this for reasons outside our control, covering problems you may have using FNI. We may provide this by telephone, email or remote assistance (where we will access your account and data online).

- 9.2. We may release enhancements or provide additional features to FNI ("Updates"). The frequency and how we provide any Updates to you will be at our discretion. We will tell you when we are going to provide such Updates via a notification in FNI or by sending an email to you.
- 9.3. We will not at any time give you technical support or other assistance for any hardware, third-party software, services or other equipment used with FNI.

10. Intellectual Property Rights

- 10.1. Although you have rights to use FNI as described in this agreement, you do not own any of the intellectual property rights in FNI or any of its related logos. We continue to own the intellectual property rights in FNI and any related logos, including any software we provide to replace all or part of FNI. The only rights you have to FNI are as set out in this agreement.
- 10.2. You undertake not to use FNI's name or brand in any promotion or marketing or other announcement.

11. Our liability and responsibility to you if something goes wrong

- 11.1. This clause sets out our entire liability to you which arises out of or in connection with this agreement whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.
- 11.2. Subject to clauses 11.4 and 11.5, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this agreement will be limited to paying you an amount which is equal to the total of

all fees you have paid to us for your use of the relevant FNI product during the 12 month period immediately preceding the date on which the claim arose (such relevant FNI product being the product forming the subject matter of the claim).

- 11.3. Subject to clauses 11.4 and 11.5, we will not be responsible whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any of the following (even if we knew or should have known there was a possibility you could suffer or incur such loss or damage):
- 11.3.1. loss of profit, business or revenue and/or depletion of goodwill or similar losses;
 - 11.3.2. losses you suffer as a result of using FNI other than as described in the relevant documents or instructions; and/or
 - 11.3.3. any loss or damage which we could not have reasonably known about at the time you entered into this agreement including, without limitation any special, indirect or consequential loss or damage.
- 11.4. Nothing in this agreement will exclude or limit our liability for:
- 11.4.1. fraud;
 - 11.4.2. death of or personal injury to any person as a result of our negligence; or
 - 11.4.3. any other matter which cannot be excluded or limited under applicable law.
- 11.5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this agreement.
- 11.6. Your and our responsibilities under this agreement are reasonable because they reflect that:
- 11.6.1. we cannot control how, and for what purposes, you use FNI;

- 11.6.2. we have not developed FNI specifically for you; and
- 11.6.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that FNI is problem or error free.
12. How this agreement may be brought to an end and what happens on termination
- 12.1. We may end this agreement:
- 12.1.1. immediately if we do not receive your subscription fee or any other fees due to us under this agreement by the relevant due date; or
- 12.1.2. at any time on giving you at least 30 days' notice and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination.
- 12.2. You may end this agreement at any time by sending us an email to support@tranzaura.com. If you end this agreement, we will confirm the date that this agreement will end. We will not give you a refund for any amounts you have paid in advance for the applicable subscription period. If you continue to use FNI after the expiry of any subscription period we will be entitled to charge you for such use at our then current applicable fees.
- 12.3. If you choose not to pay the subscription fee to continue to use FNI at the end of any trial period your access to FNI will immediately end.
- 12.4. If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.
- 12.5. No matter how this agreement ends, the information you store in FNI remains your information and you can access it in a format provided by FNI before the end of this agreement. If you wish to access your information after this agreement has ended, you agree to pay our reasonable charges for that access.
13. What else do you need to know?
- 13.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 13.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 13.3. This agreement and the documents we refer to above constitute the entire agreement between you and us for your use of FNI, and replaces all documents, information and other communications (whether spoken or written) between us for such use.
- 13.4. As specified in clause 5.3, this agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in

part) this agreement at any time without your consent.

- 13.5. A person who is not a party to this agreement has no right to enforce any term of it.
- 13.6. Where either party is required to notify the other party by email, the party shall be deemed to have received the email on the first business day following transmission.
- 14. Which laws govern this agreement?
- 14.1. If you subscribe to FNI in the United Kingdom, this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.
- 14.2. If you subscribe to FNI in the Republic of Ireland this agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.

Appendix A – Data Protection

1. Interpretation

- 1.1. Where there is any inconsistency between the terms of this Appendix A and any other terms of this agreement, the terms of Appendix A shall take precedence.

2. Processing of Personal Data

- 2.1. During the term of this agreement we warrant and represent that we:
 - 2.1.1. shall comply with the Data Protection Laws applicable to us whilst any Personal Data is in our control;
 - 2.1.2. when acting in the capacity of a Data Processor, shall only Process Personal Data:
 - 2.1.2.1. as is necessary for the provision of FNI under this agreement and the performance of our obligations under this agreement; or
 - 2.1.2.2. otherwise on your documented instructions.

3. Our Obligations

- 3.1. We shall:
 - 3.1.1. taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests from individuals for exercising Data Subjects' rights; and
 - 3.1.2. taking into account the nature of the Processing, and the information available to us, provide reasonable assistance to you in ensuring compliance with your obligations relating to:
 - 3.1.2.1. notifications to Supervisory Authorities;
 - 3.1.2.2. prior consultations with Supervisory Authorities;

- 3.1.2.3. communication of any breach to Data Subjects; and

- 3.1.2.4. privacy impact assessments.

4. Personnel

- 4.1. We shall:
 - 4.1.1. take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;
 - 4.1.2. ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of this agreement; and
 - 4.1.3. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.2. If required by Data Protection Laws, Tranzaura shall appoint a data protection officer and make details of the same publicly available.

5. Security and Audit

- 5.1. We shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in clause 5.3 below.
- 5.2. Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Appendix A, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense

(including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably qualified third party auditor mandated by you and approved by us.

6. Data Breach

6.1. We shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from our, or our subprocessors, acts or omissions.

7. Transfer of Personal Data outside the EEA

7.1. You expressly agree that we may transfer Personal Data within the Tranzaura group of companies in accordance with the European Commission's standard contractual clauses.

7.2. You acknowledge that the provision of FNI may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

8. Return and deletion

8.1. At your option, we shall delete or return all Personal Data to you at the end of the provision of FNI and delete all existing copies of Personal Data unless we are under a legal obligation to require storage of that data or we have another legitimate business reason for doing so.

9. Use of Sub-Processors

9.1. You agree that we have general authority to engage third parties, partners, agents or service providers, including our Affiliates, to Process Personal Data on your behalf in order to provide the applications, products, services and

information you have requested or which we believe is of interest to you ("Approved SubProcessors"). We shall not engage a subprocessor to carry out specific Processing activities which fall outside the general authority granted above without your prior specific written authorisation and, where such other subprocessor is so engaged, we shall ensure that the same obligations set out in this Appendix A shall be imposed on that sub-processor.

9.2. We shall be liable for the acts and omissions of any Approved Sub-Processor to the same extent we would be liable if performing the services of each Approved Sub-Processor directly under the terms of this agreement.