

Netlogix End User Licence Agreement – Driver App

1. Application of these Terms

- 1.1. These Terms are binding and apply to any use of the App by you. By using the App, you irrevocably agree to these Terms.
- 1.2. Please also read our privacy policy available at netlogixgroup.com because it will apply to all the information provided to us and forms part of these Terms. By accepting these Terms, you also accept our privacy policy.
- 1.3. If you do not agree to be bound by these Terms, including our privacy policy, you must not use the App.

2. Changes

- 2.1. We may revise these Terms at any time by notifying you of the changed terms via our website, email or by any other messaging facility. Continued use after that notification constitutes your agreement to the revised terms.
- 2.2. These Terms were last updated in August 2022.

3. Definitions and interpretation

- 3.1. The following words and phrases have specific meanings wherever you see them used in these Terms:

Account means an account on the App and includes a Carrier Account and User Account.

App means the Netlogix application used by Carriers and their authorised officers, employees and subcontractors.

Carrier means the carrier that employs or engages you and provides services to Netlogix pursuant to the Carrier Terms.

Carrier Account means an account operated by the Carrier (including its authorised officers, employees and subcontractors) with administrative permission rights.

Carrier Terms means the terms and conditions governing the Carrier's supply of services to Netlogix.

Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, utility models and rights in designs).

Netlogix means Netlogix Limited, a company registered in New Zealand under company number 3740156, and **our**, **us** and **we** used in these Terms refer to Netlogix.

Personal Information means information about an identifiable, living person.

Terms means these terms.

User means an end user who has been authorised by the Carrier to access and use the App for the Carrier's business purposes.

User Account means an account on the App for an authorised User.

you means the person who accepts these Terms in accordance with clause 2 below.

4. Use of App

- 4.1. We will provide access to the App to you in accordance with these Terms.

- 4.2. Our provision of the App to you is non-exclusive. Nothing in these Terms prevents us providing the App to other persons.
- 4.3. We grant to you a non-exclusive, non-transferable and non-sublicensable licence to use the App for the business purposes of the Carrier unless and until termination in accordance with clause 6.
- 4.4. You may only use the App if you are authorised by the Carrier.
- 4.5. You must use the App at all times in accordance with industry best practice and in compliance with all laws and regulations (including, but not limited to, laws and regulations relating to health and safety and the use of a vehicle on the road). You must not personally interact with the App while you are driving a vehicle or otherwise use the App in a manner which may pose a risk of harm to yourself or others.

5. User Accounts

- 5.1. You agree to provide accurate, current and complete information during the account registration process and to update such information so that it remains accurate, current and complete at all times. If you provide any false or misleading information, we may suspend or terminate your Account in accordance with clause 6.
- 5.2. You must not allow others to access or use your Account without our prior written consent. No matter whether anyone using your Account is authorised to use it or has obtained unauthorised access, you will remain responsible for their actions and omissions.
- 5.3. You must tell us immediately if you think that someone has used or has unauthorised access to your Account or password, or there has been some other security breach.

6. Termination

- 6.1. We have the right to suspend or terminate your Account at any time, for any reason or no reason, which need not be disclosed to you. This includes but is not limited to:
 - 6.1.1 Accounts that Netlogix, considers in its sole discretion, contain false, misleading or invalid information or to have been used for inappropriate or objectionable activities;
 - 6.1.2 Accounts that are in violation of the Carrier Terms or these Terms;
 - 6.1.3 Accounts that have been used in breach of any law in any jurisdiction or which are, or may be, harmful or detrimental to Netlogix or the App.
- 6.2. If we exercise our discretion under these Terms to suspend or terminate your Account, any or all of the following can occur with or without any advance notice or explanation to you:
 - 6.2.1 your Account may be deactivated or suspended and you will not be able to access any part of the App or your Account or any data on the App; and
 - 6.2.2 we do not have an obligation to delete or return to you any data you have uploaded to the App, other than as required by law.

7. Account access

- 7.1. We reserve the right to access your Account in order to respond to your request or the Carrier's request for technical support or to respond to reasonable requests from the Carrier.

8. Your obligations

- 8.1. You must comply with all applicable laws, regulations and rules when using the App and with respect to any data you upload to the App.
- 8.2. You must not make the App available to any third party, or otherwise commercially exploit the App.
- 8.3. You must provide to us, or procure for us, such cooperation and information and documentation as are reasonably necessary to enable us to perform our obligations under these Terms.

9. **Privacy and Personal Information**

- 9.1. Please see our privacy policy available on our website for information concerning our collection and use of Personal Information.
- 9.2. You warrant in respect of all Personal Information which is contained in any data that you upload to the App, that you have the right to collect and use that Personal Information and to make it available to us. You further warrant that our collection, storage, distribution, disclosure and other use of that Personal Information (as specified in our privacy policy) will not breach any privacy, data protection or other similar law in any jurisdiction.

10. **Viruses**

- 10.1. We do not guarantee that the App will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and site in order to access the App (if applicable). You should use your own virus protection software.
- 10.2. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the App or to your downloading of any data from the App.
- 10.3. You must not misuse the App 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 App, the server on which the App is stored or any server, computer or database connected to the App.

11. **Intellectual Property Rights**

- 11.1. We own all rights, title and interests, including all Intellectual Property Rights, in and to the App and any suggestions, enhancements, requests, recommendations, corrections or other feedback provided by any Users.
- 11.2. You own all rights, title and interests, including Intellectual Property Rights, in and to the data that you submit to the App. You grant to us a worldwide non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt and edit such data to the extent reasonably required for the performance of our obligations and the exercise of our rights under the Carrier Terms and these Terms. You agree that we may use data and information about your use of the App to produce general anonymised and aggregated statistical data (**Analytical Data**) for our internal research and product development purposes. We own all rights, title and interests including all Intellectual Property Rights in Analytical Data.
- 11.3. For the avoidance of doubt, you have no right to access the software code (including object code, intermediate code and source code) of the App. In addition, you agree not to reverse engineer, reproduce, duplicate, distribute copy, sell, assign, resell or exploit any portion of the App or use or access the same without our express prior written permission.
- 11.4. We do not endorse, approve or recommend, or have responsibility for any third party websites that we provide links to from the App. To the maximum extent permitted by law, we exclude all responsibility or liability for those third party websites.

12. **Acknowledgements**

- 12.1. You acknowledge that:
 - 12.1.1 complex software is never wholly free from defects, errors and bugs and, subject to the other provisions of these Terms, we give no warranty or representation that the App will be wholly free from defects, errors and bugs, or available on an uninterrupted basis;
 - 12.1.2 complex software is never entirely free from security vulnerabilities and, subject to the other provisions of these Terms, we give no warranty or representation that the App will be entirely secure; and

- 12.1.3 the App is designed to be compatible only with that software and those systems advised by us from time to time and we do not warrant or represent that the App will be compatible with any other software or systems.

13. General

- 13.1. We may assign or transfer our rights under these Terms, at our sole discretion, without restriction. You may not assign or transfer your rights under these Terms without our prior written consent, which may be withheld in our absolute discretion.
- 13.2. Any notices or other communications permitted or required under these Terms will be in writing and given by us via email (in each case to the address that you provide) or via the App. For notices made by email, the date of receipt will be deemed the date on which such notice is sent.
- 13.3. These Terms will be governed by and construed in accordance with New Zealand law. You agree to submit to the exclusive jurisdiction of the courts of New Zealand with respect to any claim or matter arising out of or in connection with these Terms.
- 13.4. No failure or delay by us to exercise any right or remedy provided under these Terms or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by us will prevent or restrict the further exercise of that or any other right or remedy.
- 13.5. If any provision or part-provision of these Terms is or becomes void, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be severable and deemed to be deleted, and will not affect the validity, legality or enforceability of the remaining provisions.
- 13.6. These Terms constitute the entire agreement between us and you in relation to your use of the App.