

## Smartdriverclub APPs T&C & Disclaimer

### TERMS OF USE:

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of:

- \* Our website [viewpoint.smartdriverclub.co.uk](http://viewpoint.smartdriverclub.co.uk) (our "Website"), whether as a guest or a registered user; and/or
- \* Our driving application 'Smartdriverclub Viewpoint' herein known as App available on mobile devices

Please read these terms of use carefully before you start to use our Website or our App. By using our Website and/or App, 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 our Website or App.

### 1. INFORMATION ABOUT US

Smart Driver Club Limited, a company registered in England and Wales under company number 09706245 with its registered office at Timsons Business Centre, Bath Road, Kettering, Northamptonshire, England, NN16 8NQ.  
("Smartdriverclub", "we", "us", "our").

### 2. YOUR USE OF OUR WEBSITE AND APP

- 2.1. You may use our Website and App only for lawful purposes. You may not use our Website and App:
  - 2.1.1. In any way that breaches any applicable local, national or international law or regulation.
  - 2.1.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - 2.1.3. for the purpose of harming or attempting to harm minors in any way.
  - 2.1.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in paragraph 6.
  - 2.1.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - 2.1.6. 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.
- 2.2. You also agree:
  - 2.2.1. Not to reproduce, duplicate copy or re-sell any part of our site in contravention of the provisions of these terms of use.
  - 2.2.2. Not to access without authority, interfere with, damage or disrupt:
    - 2.2.2.1. Any part of our Website and/or App;

2.2.2.2. Any equipment or network on which our Website and/or data collected via your use of App is stored;

2.2.2.3. Any software used in the provision of our Website and/or App; or

2.2.2.4. Any equipment or network or software owned or used by any third party.

2.3. We may not necessarily monitor any materials posted, transmitted or communicated to or within our Website or via your use of App. If you believe that our App or something on our Website is in breach of these terms of use, please contact us as set out later in these terms of use.

### **3. ACCESSING AND USING OUR WEBSITE AND APP**

3.1. Access to our Website and/or App is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website and App without notice (see below). We will not be liable if for any reason our Website and/or App is unavailable at any time or for any period or if at any time any functionality of our App is restricted or impaired.

3.2. From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have registered with us.

3.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You must also let us know immediately if you believe that your password is known to someone else or if it may be used in an unauthorised way.

3.4. You are responsible for making all arrangements necessary for you to have access to our Website and/or App. You are also responsible for ensuring that all persons who access our Website through your internet connection or access and use our App through your mobile device are aware of these terms, and that they comply with them.

### **4. INTELLECTUAL PROPERTY RIGHTS**

4.1. We are the owner or the licensee of all intellectual property rights in our Website and App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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

4.3. 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.

4.4. Our status (and that of any identified contributors) as the authors of material on our Website and as the author of App must always be acknowledged.

4.5. You must not use our App or any part of the materials on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

4.6. If you print off, copy or download any part of our Website or otherwise use our Website or App in breach of these terms of use, your right to use our Website and App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 5. RELIANCE ON INFORMATION

Commentary and other materials posted on our Website and information provided to you via your use of our App are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website or users of our App, or by anyone who may be informed of any of its contents.

## 6. CONTENT STANDARDS

6.1. These content standards apply to any and all material which you contribute to our Website and/or App ("contributions") and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

6.2. Contributions must:

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

6.3. Contributions must not:

- 6.3.1. contain any material which is defamatory of any person;
- 6.3.2. contain any material which is obscene, offensive, hateful or inflammatory;
- 6.3.3. promote sexually explicit material;
- 6.3.4. promote violence;
- 6.3.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 6.3.6. Infringe any copyright, database right or trade mark of any other person;
- 6.3.7. be likely to deceive any person;
- 6.3.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 6.3.9. promote any illegal activity;
- 6.3.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

- 6.3.11. be likely to harass, upset, embarrass, alarm or annoy any other person;
- 6.3.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- 6.3.13. give the impression that they emanate from us, if this is not the case;
- 6.3.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **7. OUR WEBSITE AND APP CHANGES REGULARLY**

We aim to update our Website regularly, and may change the functionality or content of App or the content of our Website at any time. If the need arises, we may suspend access to our Website and/or App, or close it indefinitely. Any of the material on our Website and/or App may be out of date at any given time, and we are under no obligation to update such material.

## **8. OUR LIABILITY**

8.1. The material displayed on our Website or made available to you via your use of our App is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law and subject to paragraph 8.2, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

8.1.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

8.1.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our App, our Website, any websites linked to it and any materials made available on our Website or App, including, without limitation any liability for:

- 8.1.2.1. loss of income or revenue;
- 8.1.2.2. loss of business;
- 8.1.2.3. loss of profits or contracts;
- 8.1.2.4. loss of anticipated savings;
- 8.1.2.5. loss of data;
- 8.1.2.6. loss of goodwill;
- 8.1.2.7. wasted management or office time; and
- 8.1.2.8. 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, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

8.2. Notwithstanding any other provision under these terms of use or otherwise our liability for

- 8.2.1. death or personal injury arising from our negligence
- 8.2.2. fraudulent misrepresentation or misrepresentation as to a fundamental matter; and
- 8.2.3. any other liability which cannot be excluded or limited under applicable law shall not be limited or excluded.

## **9. INFORMATION ABOUT YOU AND YOUR USE OF OUR WEBSITE AND APP**

We process information about you in accordance with our privacy policy. By using our Website and/or App, you consent to such processing and you warrant that all data provided by you is accurate.

## **10. UPLOADING MATERIAL TO OUR WEBSITE**

10.1. Any material you upload to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

10.2. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website.

10.3. We have the right to remove any material or posting you make on our Website if, in our opinion, such material does not comply with the content standards set out in paragraph 6

## **11. VIRUSES, HACKING AND OTHER OFFENCES**

11.1. You must not misuse our Website or 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 our Website, the server on which our Website is stored or any server, computer or database connected to our Website, or any server, computer or database on which data collected through your use of our App is stored. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

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

11.3. We 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 our Website or App or to your downloading of any material posted on it, or on any website linked to it.

## **12. LINKING TO OUR WEBSITE**

12.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our 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 our part where none exists.

12.2. You must not establish a link from any website that is not owned by you.

12.3. Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in paragraph 6.

12.4. If you wish to make any use of material on our Website other than that set out above, please address your request to [membership@smartdriverclub.co.uk](mailto:membership@smartdriverclub.co.uk)

### **13. LINKS FROM OUR WEBSITE OR APP**

Where our Website and/or App contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **14. SUSPENSION AND TERMINATION**

14.1. We will determine, in our discretion, whether there has been a breach of these terms of use through your use of our Website and/or App. When a breach of this policy has occurred, we may take such action as we deem appropriate.

14.2. Failure to comply with these terms of use constitutes a material breach of these terms of use and may result in our taking all or any of the following actions:

14.2.1. Immediate, temporary or permanent withdrawal of your right to use our Website and/or App;

14.2.2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website and/or App;

14.2.3. Issue of a warning to you;

14.2.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

14.2.5. Further legal action against you;

14.2.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

14.3. We exclude liability for actions taken in response to breaches of these terms of use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## 15. JURISDICTION AND APPLICABLE LAW

15.1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website and your use of our App although we retain the right to

bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

15.2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 16. TRADE MARKS

"Smartdriverclub" is a trade mark/Trading style of Smart Driver Club Limited.

## 17. VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page 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 our Website or App.

## 18. YOUR CONCERNS

If you have any concerns about material which appears on our Website or App, please contact [membership@smartdriverclub.co.uk](mailto:membership@smartdriverclub.co.uk)

### Disclaimer

You are responsible for any actions that take place while using our App on your mobile device.

You agree to notify us immediately on becoming aware of any unauthorised use of our App or your mobile device. We are not responsible for any loss that results from the unauthorised use of your mobile device, with or without your knowledge.

You will ensure that the mobile device is suitably secured within your vehicle.

To reduce the risk of unauthorised access to your personal information on your mobile device we recommend that you use a password lock on your mobile device. We will not be responsible for any compromise of information that is intercepted due to your use of an insecure mobile device.

You understand that your safety and the safety of others through the safe control of your vehicle is of paramount importance, and you will:

Only use our App when it is legal and safe to do so in accordance with all relevant traffic and highway laws, rules and codes.



Ensure that any interaction between you and our App (including any data entry operations that are

required) only occurs whilst the vehicle is stationary, with the engine switched off and parked in a safe place.

“Smartdriverclub” cannot be held responsible for any charges relating to data usage.

You will ensure that the user’s safety and the safety of others through the safe control of your vehicle is of paramount importance. Never take your eyes off the road.

You must conduct all necessary operational measures, activation, de-activation, programming and data entry while the vehicle is stationary and in a safe place. The in-use screens will never display anything of importance whilst you are moving.

In potentially dangerous situations always use your personal judgment and common sense over any instruction received through your use of our App.

The License granted to you for this App is limited to you alone and as such is a non-transferable license to use this App on an Android or iPhone device and as permitted by the Usage Rules set forth in the Google Play or Apple App Store Terms and Conditions (the "Usage Rules").

You may not distribute or make this App available over a network where it could be used by multiple devices at the same time.

You may not rent, lease, lend, sell, redistribute or sublicense this App. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of this App, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with this App) ("Prohibited Acts").

You agree and acknowledge that any attempt to do any one or more of the Prohibited Acts is a violation of the rights of Smartdriverclub and its licensors. If you breach this restriction you may be subject to prosecution and a claim for damages.