

USING OUR PRODUCTS - LEGALS

- 1 **Road Direct** - Road Direct is the trading name of Road Direct Limited and we provide an outstanding traffic management operating system that utilises accessible and easy to use App. The system runs your traffic management jobs from job bookings to charging out and tracking time and materials. The web-based system can turn your operations fully paperless for your staff to use from their phone, tablet or laptop.
- 2 **Our contract** - These Terms of Use apply to all work carried out by us for you, except where varied in writing by us. Together with the Fees Schedule which we provide for each job or series of jobs, they constitute the contract which binds each of us.
- 3 **Definitions** - Definitions for words used in this contract can be found at the end of this agreement and if anything is not clear then please contact us. Road Direct will refer to itself as “we” & “our” and to clients as “you” & “your”.
- 4 **Authorised use** - Road Direct allows you and authorised users to access and use our services provided that the terms of this agreement are followed. You acknowledge and agree that:
 - you decide who is invited to use our services and the level of access that the invite user is allowed
 - you are responsible for and control the invited users’ use of our services;
 - you will ensure that user names and passwords are kept secure, confidential and that you will take the necessary steps to maintain the security of our system;
 - you will ensure that our software products are not modified, altered, reverse-engineered or compromised in any way.
- 5 **Pricing & Payment** - Our fees are based on the number of users and the level of additional support that you require. The Fees Schedule provides pricing details. We will provide 90 days’ notice in writing of any changes to your pricing. Invoices will be issued on the last day of the month and are due on the 20th of the month following invoice unless otherwise specified by us.
- 6 **Data** - Data remains your property but your access to the data is conditional on full payment of our due fees.
- 7 **Maintain copies** - You must maintain copies of all data inputted into the App and we will follow best practice to prevent data loss, including a data back-up process, but we do not make any guarantees that there will be no loss of data. We therefore expressly exclude any liability for any loss of data for any reason.
- 8 **Disruption to services** - We do not guarantee that our services will be uninterrupted or error free. Public data transmission services, computer networks and the Internet can be unreliable and may prevent access to our services. We are not responsible for any such interference to your access.
- 9 **Limitation of liability** - To the maximum extent permitted by law, we exclude all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, our service or App. If you suffer loss or damage as a result of our negligence or failure to comply with these terms, any claim by you against us arising from our negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the fees paid by you in the previous 12 months. If you are not satisfied with our service, your sole and exclusive remedy is to terminate these terms in accordance with this agreement.
- 10 **Notices** - Any notices under these terms shall be in writing and must be sent to the email addresses agreed between the parties.
- 11 **Termination** - At all times you have the right to terminate our services upon giving us **30 days written notice**. We may terminate this agreement and cease to provide our services if there is good cause, such as you not making the agreed payments. If our engagement is terminated you agree to pay us all fees due up to the date of termination and all expenses incurred up to that date.
- 12 **Privacy** - Over the course of your involvement with us, we may collect and hold personal information concerning you and third parties connected to your business. Information concerning you will be used by us to provide services, and to inform you of issues and developments that may be of interest to you. You authorise us to obtain from any person, or release to any person, any information necessary for those purposes and you authorise any person to release information to us that we require for those purposes. Subject to the above we will treat all information we hold about you as private and confidential and will not disclose any information we hold on your behalf or about you unless we are required to do so by law or when requested by you or with your consent. Information concerning you will be held at our office. Under the Privacy Act 1993 you have the right of access to, and correction of, your personal information held by us.
- 13 **Preferred method of communication** - If you have a preferred method of us communicating with you, please let us know.
- 14 **Indemnity** - You indemnify us against: all claims, costs, damage and loss arising from your breach of any of these terms or any obligation you may have to us, including (but not limited to) any costs relating to the recovery of any fees that are due but have not been paid by you.
- 15 **Uplifting your file** - you are welcome to uplift your electronic file provided that all fees and costs, including copying costs, have been paid. We will preserve your data for **90 days** to the best of our ability but disclaim any guarantee regarding preserving your data. Please give us reasonable notice before collecting your file should you wish to do so.
- 16 **Dispute resolution** - In the event of any dispute or difference between the parties arising out of the interpretation or application or operation of this agreement, the matter shall first be submitted to mediation, in which an independent mediator facilitates negotiation between the parties. If the parties cannot agree to a suitable person to act as mediator, a mediator will be appointed by the president of

the relevant region's District Law Society. Any dispute arising out of or relating to this agreement that is not resolved by mediation shall be finally determined by arbitration. The dispute shall be decided by one arbitrator. The arbitrator must either be agreed upon by the parties or, if they cannot so agree, appointed by the president or his/her nominee of the relevant region's District Law Society. Every such arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration Act 1996 or any enactment passed in amendment or substitution thereof.

Annexure A

Definitions

Agreement means this agreement for the use of our products.

App means any software program that we provide for cell phones, tablets and computers.

Authorised User means any person that we allow access to our software system, including subscribers and invited users.

Commencement Date means the date that you accept our terms.

Confidential Information includes all information we share in providing this service but does not include information that is publicly available.

Customer means the Road Direct customer identified in the Agreement.

Data means information that you input or collect for our systems.

Intellectual Property means our client information, copyright, design, systems, know-how and trademarks, anywhere in the world, whether or not registered.

ROAD DIRECT is the trading name of Road Direct Limited.

Software means our internet-based software that we provide through our App programme.

Company Name	
Full Name	
Position	
Date	
Signature	