

Service Schedule to Webfleet General Terms and Conditions – WEBFLEET Service Terms

Together with the Webfleet General Terms and Conditions, the following terms apply to subscriptions to the WEBFLEET Service.

1 – Definitions

“Data Protection Laws”

means the General Data Protection Regulation (2016/679/EC, the “GDPR”), the (successor of the) Privacy and Electronic Communications Directive (2002/58/EC) and any applicable (local) data protection laws and regulations;

“Mobile Communication Services”

means the mobile electronic communication services used for transmitting the Telematics Data;

2 – The WEBFLEET Service

2.1 Client is granted a non-exclusive and non-transferable right to use the WEBFLEET Service in the Territory.

2.2 Client may use the WEBFLEET Service in connection with the number of Products set out in the Order Form and/or Mobile Application, as the case may be. If, at any time, the Client wishes to increase the then current number of Products, if applicable, or receive access to additional Mobile Application, it must notify Webfleet Solutions thereof and sign a separate Contract.

2.3 Client is responsible for: (I) where applicable, equipping the Fleet with properly working Products and ensuring the contactability of such Products, or allowing a third party to do so;

(ii) where applicable, ensuring that User’s device is compatible with and supports Mobile Application; (III) ensuring that has properly functioning browser software and internet access to the WEBFLEET Service of sufficient capacity; and (IV) the correct configuration of the WEBFLEET Service.

2.4 Webfleet Solutions does neither warrant that GPS, the Mobile Communication Services or cloud storage services provided by third parties will continue to support the functionality offered by the WEBFLEET Service nor that the Client will be able to successfully use the WEBFLEET Service for the intended use, as referred to in clause 2.1 of these WEBFLEET Service Terms, due to the fact that such use depends partly on circumstances beyond Webfleet Solutions’ reasonable control, including those circumstances for which the Client will be responsible pursuant to clauses 2.3 and 4 of these WEBFLEET Service Terms.

2.5 Webfleet Solutions reserves the right to change the look and feel of the WEBFLEET Service and the way the Telematics Data are displayed.

2.6 For the provision of the WEBFLEET Service, Webfleet Solutions collects, compiles, stores and uses, and generally processes aggregated and non-aggregated data and system usage information (the “System Data”). The Client acknowledges and agrees that Webfleet Solutions and its Affiliates use the System Data for the following purposes (“Use Purposes”): (I) to maintain and improve the WEBFLEET Service and Products; (II) to conduct technical diagnostics; (III) to detect fraud and abuse; (IV) to create usage reports and for the creation of new products; (V) to develop, jointly or together with its Affiliates or third parties, and distribute the creation of new services and products. To the extent the System Data includes Personal Data, Webfleet Solutions shall ensure this data is anonymized to such an extent that it no longer qualifies as ‘personal’ data (the “Anonymised Data”).

2.7 The Client grants Webfleet Solutions and its Affiliates an irrevocable, perpetual worldwide non-exclusive license to use the System Data and Anonymised Data in accordance with the Use Purposes and to make the same available, directly or indirectly (including via its Affiliates), to customers, distributors, resellers and end users, whether for their own use or for further distribution.

2.8 The Client shall notify Webfleet Solutions in case a certain Vehicle that is monitored by the WEBFLEET Service will cease to belong to the Fleet, in the event of transfer of such Vehicle to a third party. The notification shall be submitted to Webfleet Solutions at least ten (10) business days in advance before the date of the transfer. The WEBFLEET Service related to such Vehicle shall be discontinued after the receipt of the notification, however, this circumstance shall not affect the payment obligations undertaken by the Client, and shall not constitute any ground for compensation and/or termination of the Contract, which shall continue in effect until the expiration of the Minimum Contract Term, or the renewal term, as applicable.

3 – Usernames and Passwords

3.1 Webfleet Solutions shall provide the Client with the necessary access data, such as account names, Usernames and passwords. For security reasons, the Client must change the issued passwords immediately after having accessed the WEBFLEET Service for the first time and must keep the access data confidential.

3.2 The Client is responsible and liable for any use of the WEBFLEET Service if the User obtained access to such service via the Client’s access data, even if the Client did not consent to or was unaware of such use, unless such use takes place three (3) working days after Webfleet Solutions has received a written request from the Client to invalidate the User’s access data.

4 – Transmission

Webfleet Solutions will procure the Mobile Communication Services for the transmission of Telematics Data between the Products and the WEBFLEET Telematics Service Platform. The Client acknowledges and agrees that Webfleet Solutions is dependent on the performance of the third parties providing these services, and therefore cannot warrant: (I) that the Mobile Communication Services will be available on a continuous basis and at any place within the Territory (for instance due to gaps in network coverage, or changes related to infrastructure and/or technology of the relevant Mobile Communication Services and due to the fact that these providers reserve the right to suspend their services for maintenance purposes, for security reasons, under instruction of competent authorities etc.); or (II) the speed at which the Telematics Data will be transmitted.

5 – SIM-cards

5.1 Where applicable, Webfleet Solutions will provide the Client with SIM-cards preinstalled in each Product, that the Client is licensed to use in connection with the WEBFLEET Service, which the Client shall use solely: (I) in combination with the Products; and (II) for transmitting Telematics Data between the Fleet and the WEBFLEET Telematics Service Platform.

5.2 The ownership of SIM-cards provided by Webfleet Solutions is retained by Webfleet Solutions.

5.3 Client shall indemnify, defend and hold Webfleet Solutions and its Affiliates harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties with respect to, in particular the underlying wireless service carrier, that the Client’s use of the SIM-cards provided by Webfleet Solutions is not in conformity with the Contract.

6 – Fair Use Policy

6.1 By accepting these WEBFLEET Service Terms, the Client agrees to be bound by the Fair Use Policy described in this clause 6. Webfleet Solutions’ Fair Use Policy is designed to make sure that the WEBFLEET Service is of great value, high quality and reliable.

6.2 Webfleet Solutions has a Fair Use Policy because at peak times, many Webfleet Solutions Clients use the shared network bandwidth of our WEBFLEET Service. The vast majority of Webfleet Solutions’ Clients use the WEBFLEET Service considerably and their usage levels do not disproportionately affect the shared network capacity. Only a very small number of our Clients use the WEBFLEET Service inappropriately, for example units that are consuming a large amount of data due to automated systems that generate large messaging traffic via WEBFLEET.connect. As a result of this excessive use, the quality of the WEBFLEET Service for all Users may be affected. The Fair Use Policy manages inappropriate and/or excessive use and makes sure the WEBFLEET Service can be used by everyone.

6.3 If the Client regularly uses the WEBFLEET Service inappropriately and/or excessively and Webfleet Solutions believes this is affecting the WEBFLEET Service, Webfleet Solutions will notify the Client about this usage and Webfleet Solutions will ask the Client to change or decrease this kind of usage. If the Client continues to use the WEBFLEET Service inappropriately, Webfleet Solutions reserves the right to suspend (a part of) the WEBFLEET Service or unilaterally terminate the Contract by providing written notice thereof to the Client.

6.4 Webfleet Solutions’ Fair Use Policy applies to all Clients but will only affect the Client if the Client is one of the very few Clients who make inappropriate or excessive use of the WEBFLEET Service.

7 – Data Protection

7.1 The Client and Webfleet Solutions have agreed to the terms of the data processing agreement, in accordance with article 28 of GDPR, in which the Client, acting as data controller, provides the instructions to Webfleet Solutions, acting as data processor, in connection with the provision of the WEBFLEET Service. The terms of the data processing agreement, available at webfleet.com/dpa, posted as of the Effective Date, are hereby incorporated by reference.

Webfleet Solutions Sales B.V.
(Australian branch)
38 Station Street
Subiaco WA 6008, Australia

t: +61 (0) 2 8023 8554

e: sales.au@webfleet.com
www.webfleet.com