



Terms and conditions

1 Basis of sale

- 1.1 **“Applicable Law”** means as applicable and binding on the Customer, FleetCheck and/or in respect of the provision of the Software and Services:
- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Software or Services is provided to or in respect of;
 - (b) the common law and laws of equity as applicable to the parties from time to time;
 - (c) any binding court order, judgement or decree; or
 - (d) any applicable direction, policy rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business.
- 1.2 **“Conditions”** means these terms and conditions as amended from time to time.
- 1.3 **“Controller, Data Subject, Personal Data, Sensitive Data, Processor and processing”** shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including **“process, processed, processing, and processes”** shall be construed accordingly) and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR;
- 1.4 **“Contract Period”** means an initial 24 month period (unless an alternate term is otherwise agreed with FleetCheck in writing) and each subsequent period of 24 months.
- 1.5 **“Customer”** means the person or firm who purchases the Services from FleetCheck.
- 1.6 **“Data Protection Legislation”** means
- (a) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 2018 and/or the GDPR;
 - (b) any laws which implement any such laws; and
 - (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- 1.7 **“FleetCheck”** means FleetCheck Limited (company number 5674824).
- 1.8 **“FleetCheck Software Licence”** means the annual, fully paid-up, worldwide, non-exclusive licence to use the Software supplied by FleetCheck to the Customer under these Conditions.
- 1.9 **GDPR** means the General Data Protection Regulation (EU) 2016/679;
- 1.10 **“Intellectual Property Rights”** means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.11 **“Monthly Instalment”** means the monthly instalment stated on the Order Form.
- 1.12 **“Order Confirmation”** means the pro-forma signed by the Customer listing the customer details and Services to be supplied in accordance with these Conditions.
- 1.13 **“Parties”** shall mean (1) FleetCheck and (2) the Customer.
- 1.14 **“Protected Data”** means Personal Data received from or on behalf of the Customer in connection with the performance of the FleetCheck's obligations under the Contract.
- 1.15 **“Services”** mean the following services to be provided by FleetCheck:
- **FleetCheck Software Licence** for the Contract Period, specifications of which will be supplied in the Order Confirmation prior to the date hereof and reviewed at the end of the Contract Period and which is otherwise subject to the terms of the FleetCheck Software Licence;
 - **Technical Support**, details of which can be supplied on demand and shall be reviewed at the expiry of the Contract Period; and

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- **Additional Services**, any additional services requested in writing by the Customer and agreed by FleetCheck in either during the Contract Period or Subsequent Contract Period.

- 1.16 **“Set Up Charge”** means the fee defined as the Set Up Charge on the Order Form.
- 1.17 **“Software”** means FleetCheck’s vehicle management support software package.
- 1.18 **“Sub-Processor”** means any agent, subcontractor or other third party (excluding its employees) engaged by FleetCheck for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.
- 1.19 **“Total Annual Fee”** means the fee defined as the Total Annual Fee in respect of the first Contract Period notified to the Customer on the Order Confirmation and thereafter notified to the Customer prior to the commencement of any Subsequent Contract Period.
- 1.20 The Conditions and on the Order Form (together the **“Agreement”**) shall form the entire agreement between the Parties in respect of the supply of the Services.
- 1.21 These Conditions apply to the Order Confirmation to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.22 This Agreement shall commence when the Order Confirmation is signed and dated by the Parties and shall continue unless terminated earlier in accordance with clause 2 (**Termination**), until either party gives to the other party 3 months written notice to terminate, expiring on or after the last day of the Contract Period.

2 Termination

- 2.1 Either Party may terminate this Agreement upon service of not less than three months’ written notice expiring on the last day of a Contract Period on the other.
- 2.2 Notice under this clause will be construed as having been served on FleetCheck by the Customer upon the cancellation of the direct debit instructions required under clause 5 hereof by the Customer whereupon the balance of the Total Annual Fee shall immediately become payable by the Customer.
- 2.3 Without affecting any other right or remedy available to it, either party may terminate the

Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party’s financial position deteriorates to such an extent that in the terminating party’s opinion the other party’s capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

- 2.4 Without affecting any other right or remedy available to it FleetCheck may suspend the supply of Services under the Agreement or any other contract between the Customer and FleetCheck if the Customer fails to pay any amount due under the Agreement on the due date for payment, the Customer becomes subject to any of the events listed in clause 2.4(b) to clause 2.4 (d), or FleetCheck reasonably believes that the Customer is about to become subject to any of them.

3. Consequences of Termination

- 3.1 Upon termination of this agreement in accordance with clause 2, the balance of the Total Annual Fee shall be immediately due and payable by the Customer.
- 3.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 3.3 Any provision of the Agreement that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.



4 Specification and alterations

- 4.1 Any descriptive matter or advertising issued by FleetCheck and any descriptions of the Services issued or published for the sole purpose of giving an approximate idea of the Services described in them shall not form part of the Agreement or have any contractual force.
- 4.2 FleetCheck reserves the right to change the specification and content of the Services at the expiry of each Contract Period.
- 4.3 In the event of FleetCheck being unable to provide the Services of the same nature and quality specified prior to the date hereof or prior to the expiry of the last Contract Period, FleetCheck shall provide 14 days' written notice to the Customer who may at any time in this period terminate this Agreement by service of a written notice on FleetCheck.
- 4.4 In the event of a termination by the Customer in accordance with clause 4.3 the Customer will not be liable to make a further monthly instalment payment after the expiry of the calendar month within which notice under clause 4.3 has been served.

5 Payment Terms

- 5.1 Subject to 5.7, all fees and costs charged by FleetCheck for the initial Contract Period shall be as stated on the Order Form or as notified by FleetCheck to the Customer prior to the commencement of any subsequent Contract Period.
- 5.2 All prices stated are exclusive of VAT unless otherwise stated.
- 5.3 The Customer shall pay the Monthly Instalments (unless otherwise agreed with FleetCheck) by direct debit and shall complete the appropriate mandate by the date hereof.
- 5.4 All sums due to FleetCheck under the terms of this Agreement shall be paid in full by the Customer without any set-off whatsoever and all time periods quoted under this clause 5 shall be of the essence.
- 5.5 If payment in full is not received by FleetCheck upon the due date then FleetCheck shall be entitled to levy a late payment charge at a rate of 2% per month on any unpaid overdue balance and the balance of the Total Annual Fee outstanding at the date of default shall immediately fall due and become payable by the Customer.

5.6 FleetCheck retains ownership of FleetCheck Software Licence and the Monthly Instalment shall be in part a monthly rental fee for it.

5.7 FleetCheck shall be entitled to charge additional fees for any unquoted additional services required and agreed by the Customer. The refusal by FleetCheck to carry out such additional services shall not be construed as a breach of this agreement.

5.8 FleetCheck reserves the right to:

5.8.1 Increase the Monthly Instalments on an annual basis with effect from each anniversary of this Agreement;

5.8.2 Increase the Monthly Instalments, by giving notice to the Customer at any time to reflect any increase in the cost of the Services that is due to an increase in the Customers fleet size.

6 Liability

This condition 6 sets out the entire financial liability of FleetCheck (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this Agreement;
- (b) any use made by the Customer of the Services; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

6.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

6.2 Nothing in this Agreement shall exclude or restrict FleetCheck's liability for:

- (a) death or personal injury arising from the negligence of FleetCheck or its employees while acting in the course of their employment; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by FleetCheck.

6.3 Subject to condition 6.2 and condition 6.3:

(a) FleetCheck shall not be liable to the Customer, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

- (i) loss of profits; or
- (ii) loss of business; or



- (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) FleetCheck shall not be liable to the Customer, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise in relation to:
- (i) any misinformation supplied to FleetCheck by the Customer or any third party; or
 - (ii) the booking of services repairs and MOT testing; or
 - (iii) any aspect of the implementation Customer's health and safety policy and risk assessment policy; or
 - (iv) negligence by Customer employees in the operation of customer company vehicles; or
 - (v) any aspect of the implementation of the Customer company vehicle policy; or
 - (vi) any breakdown or failure of equipment supplied by FleetCheck arising from its incompatibility with equipment which has not been previously supplied or recommended by FleetCheck; or
 - (vii) any delay in or failure to perform all or part of its obligations under the terms of this Agreement if such a delay or failure shall be due to act of god strikes lockouts laboured services statute order or any regulations of any government public local or other authority delays or defaults of suppliers and sub-contractors and without prejudice to the generality of the foregoing any other causes beyond the reasonable control of FleetCheck; or
 - (viii) any data input errors, either by the user or supplied to FleetCheck by the customer for initial data upload; or,
 - (ix) failure of FleetCheck software to save data, either by user error or system failure; or
 - (x) making good the Customer's premises in the event of the removal of goods supplied under the terms of this Agreement.
- (c) Subject to (a) and (b) above, FleetCheck's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection
- with the performance or contemplated performance of this Agreement shall be limited to the Total Annual Fee.
- 6.4 The provisions of this clause 6 shall continue to apply notwithstanding the termination of this Agreement.
- 6.5 FleetCheck will assign a manufacturers' recommended cambelt and service interval schedule to every vehicle, using approved industry guidelines for the provision of this information. However, manufacturers often vary the standard recommendations applicable to a specific vehicle/group of vehicles. Therefore, it is imperative that the individual service and cambelt schedules assigned are checked and verified to ensure that the correct maintenance schedules are applied in every case. We recommend that you consult with your service agents and/or vehicle suppliers to ensure total verification.
- 7 Suspension of Service**
- 7.1 FleetCheck may at its sole discretion elect to suspend forthwith the provision of the service until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:
- (a) The Customer is in breach of any term of this Agreement; or
 - (b) The Customer prevents or delays access to the Customer's premises; or
 - (c) The Customer is suspected in FleetCheck's reasonable opinion of involvement with fraud or attempted fraud in connection with the use of the Services.
- 8. Intellectual Property Rights**
- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by FleetCheck.
- 8.2 FleetCheck grants to the Customer, or shall procure the direct grant to the Customer of, non-exclusive, royalty-free licence during the term of the Agreement to use the Software. If this Agreement is terminated, this license will automatically terminate.
- 8.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 8.2.
- 9. Data Protection**



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- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation in connection with processing of Protected Data. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and FleetCheck is the Data Processor. Schedule 1 sets out the scope, nature and purpose of processing by FleetCheck, the duration of the processing and the types of personal data and categories of Data Subject.
- 9.3 The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data, including obtaining explicit consent for the processing of any Sensitive Data. The Customer shall ensure all instructions given by it to FleetCheck in respect of Protected Data (including the terms of the Agreement) shall at all times be in accordance with Data Protection Laws. The Customer shall immediately inform FleetCheck if the Customer believes that any instruction given by it to FleetCheck is likely to infringe the Data Protection Laws.
- 9.4 The Customer warrants, represents and undertakes, that:
- (a) It shall at all times comply with its obligations as Data Controller under the Data Protection Laws, including in relation to any Personal Data the Customer collects or processes or has within its control whilst using the Software and Services;
- (b) All data sourced by the Customer for use in connection with the Software and Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;
- (c) All instructions given by the Customer to FleetCheck in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and
- (d) The Customer is satisfied that:
- (i) FleetCheck's processing operations are suitable for the purposes for which the Customer propose to use the Software and Services and engage FleetCheck to process the Protected Data; and
- (ii) FleetCheck has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.
- 9.5 The Customer shall indemnify and keep indemnified the FleetCheck against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 9.
- 9.6 Without prejudice to the generality of clause 9.1, FleetCheck shall, in relation to any Personal Data not undertake any Processing in connection with the performance by FleetCheck of the Services under this agreement unless:
- (a) it has the written instructions of the Customer to process such Personal Data except where FleetCheck is otherwise required by Applicable Law in which case FleetCheck shall inform the Customer of that legal requirement before processing, unless the Applicable Law prevents FleetCheck from doing so on the important grounds of public interest;
- (b) it ensures that it has in place appropriate technical and organisational measures as set out in Schedule 1 Part B, reviewed and approved by the Customer, to protect the Personal Data against unauthorised, unlawful or accidental destruction, loss, alteration, disclosure or access;
- (c) it ensures that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) it does not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or FleetCheck has provided appropriate safeguards in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) FleetCheck complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) FleetCheck complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with



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| <p>respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;</p> <p>(f) notify the Customer without undue delay on becoming aware of a Personal Data breach;</p> <p>(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data;</p> <p>(h) maintain complete and accurate records and information to demonstrate its compliance with this clause; and</p> <p>(i) The Customer can contact FleetCheck for any issues relating to data protection at privacy@fleetcheck.co.uk.</p> <p>9.7 Without prejudice to clauses 9.1, 9.2 and 9.4, if FleetCheck believes that any instruction received by it from the Customer is likely to infringe Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the Services until the parties have agreed appropriate amended instructions which are not infringing.</p> <p>9.8 FleetCheck shall ensure that all persons authorised by FleetCheck (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case we shall, where practicable and not prohibited by Applicable Law, notify you of any such requirement before such disclosure).</p> <p>9.9 FleetCheck shall not permit any processing of Protected Data by any agent, sub-contractor or other third party (except our or our Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the Customer's prior written authorisation (such authorisation not to be unreasonably withheld, conditioned or delayed) and ensure in each case that processing is strictly limited to individuals who need to know/access the Protected Data as strictly necessary for the purpose of providing the Software and Services.</p> <p>9.10 FleetCheck shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the Customer's written authorisation of that specific Sub-Processor (such authorisation not to be unreasonably withheld, conditioned or delayed) provided that the Customer authorises FleetCheck to use the Sub-Processors already engaged by FleetCheck as at the date of the Agreement. FleetCheck shall make available to the Customer a list of all Sub-Processors authorised to process the Protected Data (Sub-Processor List) on request. At least ten (10) business days prior to</p> | <p>authorising any new Sub-Processor to process Protected Data, FleetCheck shall provide notice to the Customer of the update to the Sub-Processor List.</p> <p>9.11 If the Customer notifies FleetCheck in writing of any objections (on reasonable grounds) to a Sub-Processor being added to the Sub-Processor List within ten (10) business days after the date of the applicable Sub-Processor notice to the Customer:</p> <p style="padding-left: 20px;">(a) FleetCheck shall work with the Customer in good faith to make available a commercially reasonable change in the provision of the Software which avoids the use of that proposed Sub-Processor; and</p> <p style="padding-left: 20px;">(b) where such a change cannot be made and FleetCheck chooses to retain the Sub-Processor, FleetCheck shall notify the Customer at least ten (10) business days prior to the authorisation of the Sub-Processor to process Personal Data and the Customer may discontinue using the Software and terminate the relevant portion/parts of the Software which require the use of the proposed Sub-Processor immediately upon written notice to us, such notice to be given by the Customer within thirty (30) business days of having been so notified by FleetCheck.</p> <p>9.12 FleetCheck shall:</p> <p style="padding-left: 20px;">(a) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under clause 9 that is enforceable by FleetCheck;</p> <p style="padding-left: 20px;">(b) ensure each such Sub-Processor complies with all such obligations; and</p> <p style="padding-left: 20px;">(c) remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were FleetCheck's.</p> <p>10 General</p> <p>10.1 This Agreement shall not be assigned in whole or in part by the Customer without the prior written consent of FleetCheck.</p> <p>10.2 If either party is affected by Force Majeure (any circumstances beyond their reasonable control including without limitation all industrial actions and natural disasters) it shall notify the other immediately of same and the party shall be deemed not to be in breach of this Agreement in so far as any failure to comply with this Agreement is attributable to Force Majeure.</p> <p>10.3 Confidential information concerning either parties' business made available to the other party will not</p> |
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be disclosed by the other party or any associate to any third party whatsoever (save to the extent that it is in the public domain or that such disclosure accords with the terms of FleetCheck's Privacy Policy) without written consent of the party who supplied the confidential information unless otherwise required by law.

- 10.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 10.5 This Agreement represents the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior undertakings and representations whether written or oral and this Agreement may only be modified if such modification is in writing and signed by the Company and the Customer.
- 10.6 Failure by either Party to exercise to enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate as to bar the exercise or enforcement thereof or any other right on a later occasion.
- 10.7 Any notice invoice or other document which may be given by either Party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) if sent to an address notified by the other party in writing as an address to which notices invoices or other documents may be sent.
- 10.8 FleetCheck's address for service of any notice hereunder shall be such address as appears on the face of this Agreement or on the last invoice rendered to the Customer or such other address as may be prescribed by FleetCheck and notified to the Customer in writing for that purpose.
- 10.9 This Agreement shall be governed by and construed and interpreted in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.
- 10.10 A third party who is not a party to this Agreement shall not have any rights under or in connection with it under Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

Schedule 1:

Part A

Data processing details

Processing of the Protected Data by FleetCheck under the Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Part A.

1. Subject Matter, Nature, Purpose and Duration of processing:

FleetCheck will process Protected Data to provide Services to you. The processing of Protected Data shall be for the term of the Contract Period or until FleetCheck's legal obligations in relation to the processing of the Protected Data have ceased.

2. Type of Personal Data:

- 2.1 The Software provided by FleetCheck, or as may be further developed, upgraded or supplemented from time to time, generally includes (but not limited to) portals for drivers, fleet managers and other types of users as determined by the Customer, computer programs or applications, integration with a number of telematics systems, information regarding vehicle and driver management, fuel management, driver policy management, grey fleet assistance, accident management, fleet maintenance, document storage, plant and equipment, advanced reporting, driver risk management, HGV module, HGV maintenance module, advanced HGV reporting and other types of information as determined by the Customer.

- 2.2 The types of Personal Data that FleetCheck processes to provide the Services depend on factors such as (but not limited to):

- (a) the features selected by the Customer as part of the Software,
- (b) the data fields and types of detail added to the Software and used by the Customer as part of the selected system features;
- (c) the types of data input directly into the Software's system by the Customer or by FleetCheck under the instruction of the Customer; and
- (d) the people added by the Customer as users of the Software.

- 2.3 In accordance with the Agreement to provide the Services and Software to the Customer Fleetcheck may process (but not limited to) the following types of Personal Data depending on the factors mentioned in clause 2.2 above:



- (a) In relation to drivers: name of driver, date of birth, place of birth, private address, private telephone number, email address, disciplinary and grievance, accident reports, right to work checks (passport details) National Insurance Number, name of supervisor, work location, references, performance reports, insurance documents, driving licence details, records of medical data and incidents.
- (b) any other types of Personal Data collected by the Customer which may be processed by FleetCheck for the purposes of providing the Software and Services.

3. Categories of Data Subjects:

3.1 As noted in clause 2.2 the types of Data Subjects for which Personal Data may be processed depends on the factors mentioned in clause 2.2 and FleetCheck does not control the types of Data Subjects for which or from which the Customer may collect or process Personal Data. Subject to that it is confirmed that FleetCheck may typically process (but not limited to) Protected Data in relation to the following data subjects:

- (a) the Customer's drivers;
- (b) the Customer's employees;
- (c) the Customer's job applicants; and
- (d) any other categories of data subjects which may be added by the Customer for the use of the Software and therefore in relation to who FleetCheck may process Personal Data to provide the Software to the Customer.

4. Specific processing instructions:

FleetCheck shall process Protected Data as reasonably necessary for the provision of the Software and Services arising from the Agreement and in accordance with the Customer's written instructions. If the Customer has any specific processing instructions, the Customer is required to notify FleetCheck in writing so that FleetCheck may process the Protected Data in accordance with those specific instructions.

Part B

Technical and organisational security measures

1. FleetCheck shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, FleetCheck shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of the GDPR.

- 1.2 The Customer is, however, responsible for:

- (a) maintaining the security of its data;
- (b) ensuring that its data is adequately backed-up;
- (c) keeping full security copies of the Customer's programs, databases and computer records in accordance with best computer practice;
- (d) ensuring the correct environment is deployed to get the safest and fastest possible experience from FleetCheck's software products; and
- (e) protecting its systems from any bugs in any third party software or other software, viruses, corrupt data and back-up failures.