

Speed Adviser Terms and Conditions

Nov 2016

Your commitment to safe driving

Speed Adviser is an Intelligent Speed Adaptation (ISA) smartphone application (**Application**) designed and developed by Transport for NSW (**TfNSW**) to improve road safety by warning road users when they have exceeded the speed limit.

The Application monitors the current speed of the vehicle in which it is travelling, as determined by Global Positioning System (**GPS**) and map data, and provides guidance for users (through audible and visual alerts) when the legal speed limit changes or is exceeded. Users acknowledge that commencing 1 December 2016 P2 licence holders will no longer be permitted to use a mobile phone at all, including Speed Adviser, while driving or riding.

Users must comply with the speed limit

It is an offence for a driver to drive at a speed over the speed limit applying to the driver for the length of road where the driver is driving. Applicable speed limits will be enforced in accordance with the law. You must comply with those requirements regardless of the vehicle's speed, the speed limit or speed zone shown on the Application.

You accept full responsibility for complying with all speed limits and applicable road laws and rules.

You acknowledge that the Application is designed to operate in designated geographical areas only, and outside those areas the Application may not be able to detect the relevant speed limit or speed zone in which you are travelling.

Although every effort is made to ensure that the speed zones and speed limits displayed through the Application are accurate, the changing nature of speed zones and speed limits means that there may be a time lag in the Application's detection of a change to the speed zone or speed limit in the location in which you are travelling.

The Application cannot warn drivers of changes displayed on electronic variable speed limit signs or temporary speed limit speed zones such as those used at sites where road works are being conducted.

Temporary or intermittent loss of GPS reception may occur in some geographical areas for reasons beyond TfNSW's control. TfNSW accepts no responsibility whatsoever for any failure of the Application to accurately determine the speed of your vehicle, the applicable speed limit or any unavailability of the Application.

TfNSW does not warrant, and you acknowledge that TfNSW does not warrant, that the speeds determined by the Application or the speed limits displayed are accurate. The speeds determined by the Application or the speed limits and speed zones displayed are no defence to any failure by you to comply with the sign-posted speed limits and speed zones.

Road Rules

You must comply with the NSW Road Rules and not use the Application or your smartphone in any manner contrary to the Road Rules.

The Road Rules provide that it is an offence for a driver to use a mobile phone that the driver is holding in his or her hand.

You must only use the Application when the smartphone on which the Application is running is secured in a mounting fixed to the vehicle.

Privacy

TfNSW is bound by the Privacy and Personal Information Protection Act 1998 (NSW) in relation to the collection, use and disclosure of your personal information. Accordingly, TfNSW takes reasonable steps to protect your personal information from misuse, loss, unauthorised use, unauthorised modification and unauthorised disclosure.

Licence

TfNSW grants you a non-exclusive, non-transferable, royalty free and revocable right to use the Application in accordance with the Terms.

Viruses and harmful code

You must not introduce any harmful or malicious code via the Application or otherwise enable any unauthorised use of or access to the Application or any systems, networks or data of TfNSW.

TfNSW accepts no responsibility whatsoever for any harmful or malicious code which may be introduced via the Application to your smartphone, or the consequences of this occurring, including any such code which enables or facilitates the destruction or alteration of, or unauthorised use of or access to, the Application, or any systems, networks or data. You indemnify and release TfNSW in connection with the foregoing.

No warranty

To the extent permitted by law, TfNSW excludes all warranties, guarantees and representations whether arising by implication, under statute or otherwise.

No liability

Subject to any liability which cannot be excluded at law, TfNSW is not and will not be liable for any losses, damages, liabilities, claims, costs and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or in connection with the downloading or use of the Application or any smartphone on which the Application is installed, howsoever caused whether in contract, tort (including negligence), under statute or otherwise.

TfNSW's liability for breach of a condition, warranty or guarantee implied by or arising under law which cannot be excluded is limited to the extent permitted by law to the resupply of the goods or services as the case may be.

Variation

TfNSW reserves the right to amend or vary the Terms at any time at its discretion. The current version of these terms and conditions will be available on your mobile phone every time the Application is accessed by you. Your continued use of the Application will be taken as your acceptance of the terms and conditions and otherwise as amended or varied. If you do not agree, you must cease to use and uninstall the Application.

No assignment

You must not assign or otherwise transfer this agreement or any of your rights under this agreement to any person without the prior written consent of TfNSW.

Severability

If any provision of this agreement is invalid under a law of any jurisdiction, the provision will be enforceable in that jurisdiction to the extent that it is not invalid whether it is in severable terms or not.

Governing law

This agreement is governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of New South Wales.

Your commitment to safe driving

The NSW Road Rules provide that it is illegal to use a mobile phone held in your hand while you're driving - to read, write or send text messages, listen to voicemail, make selections on an Application or even turn the phone on or off. It does not matter if you are moving or stopped at traffic lights, for example, it is illegal for you to use a phone held in your hand while you're driving.

The Application will advise you of changes in speed limits and issue warnings when you're driving above the posted speed limit. The Application is designed to be used completely hands-free and will require no interaction from the user while driving.

To use the Application you need to agree to the terms and conditions of the Application and hold an unrestricted licence.

Road Safety Commitment

I agree:

- I will adhere to the sign posted speed limit, regardless of the speed limit displayed by the Application.
- I will obey the Road Rules and other road laws at all times.