

Westconnect Traffic Data Platform Terms of Use V 1.0

Effective Date: 01/08/2024

1. Introduction

Welcome to the **Westconnect** Traffic Data Platform ("Platform"). This Platform is provided by Westcotec Ltd ("Westcotec", "we", "us", or "our"). By accessing or using the Platform, you agree to comply with and be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, please do not use the Platform.

2. User Responsibilities

2.1 Compliance: Users must comply with all applicable laws, regulations, and these Terms when accessing and using the Platform.

2.2 Data Accuracy: Users are not responsible for the accuracy of the traffic data as it is dependent on the performance of the devices used to collect it. Westcotec acknowledges that data accuracy may vary based on device capabilities or individual site conditions.

2.3 Security: Users must maintain the confidentiality of their account information and are responsible for all activities that occur under their account. Users must immediately notify Westcotec of any unauthorized use of their account. We recommend using strong passwords and changing them regularly to enhance security.

2.4 Usage: Users should use the Platform only for its intended purposes and refrain from any activity that could harm or disrupt the Platform's operations.

2.5 Support: Users are encouraged to contact Westcotec's support team for any assistance or issues encountered while using the Platform. Prompt reporting of issues can help improve the Platform's performance and user experience.

3. Data Usage

3.1 Data Collection: The Platform collects and stores traffic data from various devices. By using the Platform, you grant Westcotec the right to collect, store, and process this data in accordance with these Terms and our Privacy Policy.

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Registered Office: Westcotec Ltd 34 Bertie Ward Way Rash's Green Ind Est Dereham Norfolk NR19 1TE

Reg'd in Cardiff No: 4208260



3.2 Data Ownership: The data stored on the Platform is owned jointly by Westcotec and the device owner who provides the data. Device owners can access their data according to the subscription plan they have paid for. Westcotec retains the right to use this data for improving services and generating aggregated reports.

3.3 Data Sharing: Westcotec may share aggregated and anonymized traffic data with third parties for research, analysis, and improvement of traffic systems. Personal data will not be shared without user consent, except as required by law or to protect our rights.

3.4 User Access: Users can access their submitted data and may request corrections or deletions of their data, subject to our data retention policies and the terms of their subscription. Access to data may be limited based on the subscription plan selected.

3.5 Data Retention: Data will be retained as long as necessary to fulfill the purposes outlined in these Terms or as required by law. Users can contact us to understand the specific retention periods applicable to their data.

3.6 Data Backup: While Westcotec implements regular data backups, users are encouraged to maintain their own backups of any data submitted to the Platform to prevent loss due to unforeseen circumstances.

4. Intellectual Property

4.1 Ownership: Westcotec retains all rights, title, and interest in and to the Platform and its content, including but not limited to software, data, text, and graphics. Any feedback or suggestions provided by users regarding the Platform are entirely voluntary and may be used by Westcotec without any obligation or compensation.

4.2 License: Westcotec grants users a limited, non-exclusive, non-transferable license to access and use the Platform in accordance with these Terms. This license does not grant any right to modify, distribute, or create derivative works based on the Platform or its content.

4.3 Third-Party Content: The Platform may include links to third-party websites or services. Westcotec does not endorse any third-party content and is not responsible for its accuracy or reliability.

5. Prohibited Activities

5.1 Users may not:

- Use the Platform for any unlawful purpose or in a manner that could damage, disable, overburden, or impair any Westcotec server, or the networks connected to any Westcotec server.



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- Attempt to gain unauthorized access to the Platform or its systems, or to other accounts, computer systems, or networks connected to any Westcotec server.
- Interfere with the proper functioning of the Platform or use any device, software, or routine to bypass our security measures.
- Submit false or misleading data or engage in any activity that manipulates the data presented on the Platform.
- Use the Platform to harass, abuse, or harm another person or entity.
- Reverse engineer, decompile, or disassemble the Platform or any of its components.

6. Limitation of Liability

6.1 General Limitation: Westcotec is not liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the use of the Platform. Our total liability to any user for any claims arising from the use of the Platform is limited to the amount paid by the user, if any, for accessing the Platform. This limitation applies to all causes of action, whether in contract, tort, or otherwise.

6.2 Service Interruptions: Westcotec is not responsible for any interruptions, delays, or failures in the Platform's performance due to circumstances beyond our control, including but not limited to natural disasters, internet outages, or technical malfunctions.

6.3 Data Loss: Westcotec is not liable for any loss of data resulting from the use of the Platform. Users are encouraged to maintain their own backups of data to prevent loss.

7. Termination

7.1 Termination by Westcotec: Westcotec reserves the right to terminate or suspend access to the Platform, with or without notice, for any reason, including but not limited to violation of these Terms. Upon termination, all rights granted to the user under these Terms will cease immediately.

7.2 Termination by User: Users may terminate their account at any time by contacting us but will not be entitled to any refund of fees paid. Upon termination, users must cease all use of the Platform and destroy any copies of Platform materials in their possession.

7.3 Effect of Termination: Upon termination, Westcotec may delete or retain user data in accordance with its data retention policies and legal obligations. Users should ensure they have retrieved their data prior to termination.



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8. Changes to Terms

Westcotec may update these Terms from time to time. Users will be notified of any material changes via email or through a notice on the Platform. Continued use of the Platform after such changes constitutes acceptance of the new Terms. Users are encouraged to review these Terms periodically to stay informed of any updates.

9. Privacy Policy

9.1 Data Protection: Westcotec is committed to protecting the privacy and security of user data. Our practices regarding data collection, use, and sharing are detailed in our Privacy Policy, which is incorporated into these Terms by reference.

9.2 User Consent: By using the Platform, users consent to the collection and use of their data as described in the Privacy Policy. Users have the right to access, correct, or delete their data in accordance with applicable laws.

9.3 Cookies: The Platform may use cookies and similar technologies to enhance user experience and analyse usage. Users can manage cookie preferences through their browser settings.

10. Governing Law

These Terms are governed by and construed in accordance with the laws of United Kingdom, without regard to its conflict of law principles. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in the United Kingdom. Users agree to submit to the personal jurisdiction of these courts for the purpose of litigating any such claims.

11. Indemnification

Users agree to indemnify, defend, and hold harmless Westcotec, its affiliates, officers, directors, employees, and agents from any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or in any way connected with their use of the Platform, violation of these Terms, or infringement of any intellectual property or other right of any person or entity.

12. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the

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maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect.

13. Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices published by Westcotec on the Platform, constitute the entire agreement between users and Westcotec regarding the use of the Platform. The most updated T&C would be published on the platform.

14. Waiver

No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and Westcotec's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

15. Contact Us

If you have any questions or concerns about these Terms, please contact us at:

Westcotec Ltd
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tel. 01362 853124

Thank you for using the Westconnect Traffic Data Platform.

Sincerely,
Westcotec Ltd



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