PLEASE READ THESE END USER TERMS CAREFULLY BEFORE USING VISION

<u>https://vision.fta.co.uk/</u> is a site operated by LOGISTICS UK Limited a company registered in England and Wales under number 00391957, whose registered office is at Hermes House, St John's Road, Tunbridge Wells, Kent, TN4 9UZ ("LOGISTICS UK")

To contact us, please email <u>ITHelpdesk@logistics.org.uk</u> or telephone our customer service line on 03700 115 715

Definitions:

Services means the offerings and services provided by LOGISTICS UK and /or a third party on LOGISTICS UK's behalf, as detailed in the Service Agreement and any other specific terms and conditions relating to Services and includes any or all of the following services: LOGISTICS UK Tachograph Service, LOGISTICS UK Audits Service, LOGISTICS UK Consultancy, LOGISTICS UK Schemes Service and any other services offered by LOGISTICS UK UK from time to time detailed in the Service Agreement.

By using Vision, you accept these terms:

- 1 The following Terms and Conditions of Use apply to the use of the LOGISTICS UK Vision platform <u>https://vision.logistics.org.uk</u> (the **VISION**) by Authorised Users. As a user of Vision (**Authorised User**), you hereby agree to accept these Vision Terms of Use and to comply with them.
- 2 If you do not agree to these Vision Terms of Use, you must not use Vision. We recommend that you print a copy of these terms for future reference.

Other terms may apply to you:

- **3** These Terms and Conditions of Use refer to the following additional terms, which also apply to your use of Vision:
 - 3.1 Privacy Policy <u>https://logistics.org.uk/privacy</u>. See "How we may use your personal information" section.
 - 3.2 Cookie Policy https://logistics.org.uk/cookies which sets out information about the cookies on our site.

You must keep your account details safe:

4 If you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

Prohibited uses of Vision:

- 5 You may use Vision only for lawful purposes and for the purposes set out in the relevant Service Agreement. You may not use Vision:
- 5.1 in any way that breaches any applicable local, national or international law or regulation
- 5.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- 5.3 to harm or attempt to harm minors in any way;
- 5.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (defined below);
- 5.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 5.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Vision Content standards:

6 These content standards (**Content Standards**) apply to all material or Customer data which you upload to Vision (**Content**).

- 7 The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any content as well as to its whole.
- 8 LOGISTICS UK will determine, in its discretion, whether the content breaches the Content Standards.

9 Content must:

- 9.1 be accurate (where it states facts);
- 9.2 be genuinely held (where it states opinions); and
- 9.3 comply with the law applicable in England and Wales and in any country from which it is posted.

10 Content must not:

- 10.1 be unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 10.2 facilitate illegal activity;
- 10.3 depict sexually explicit images
- 10.4 promote unlawful violence
- 10.5 be discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- 10.6 otherwise, be illegal or cause damage or injury to any person or property.

Breach of the Content Standards:

- 11 When LOGISTICS UK considers that a breach of the Content Standards has occurred, we may take such action as we deem appropriate.
- 12 Failure to comply with these Content Standards may result in immediate, temporary or permanent withdrawal of your right to use Vision;
- 13 LOGISTICS UK excludes our liability for all action we may take in response to breaches of these Content Standards. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Rules about linking to our site:

- 14 You may not link to Vision without our prior consent.
- 15 If LOGISTICS UK does permit you to link to our home page:
- 15.1 you must only do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
- 15.2 you must not establish a link in such a way as to suggest any form of association, approval or endorsement on LOGISTICS UK's part where none exists;
- 15.3 you must not establish a link to Vision in any website that is not owned by you; and
- 15.4 vision must not be framed on any other site, nor may you create a link to any part of Vision other than the home page.
- 16 The website in which you are linking must comply in all respects with the Content Standards set out above. LOGISTICS UK reserves the right to withdraw linking permission without notice

We are not responsible for websites we link to

17 Where Vision contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by LOGISTICS UK of those linked websites or information you may obtain from them. LOGISTICS UK has no control over the contents of those sites or resources

Our responsibility for loss or damage suffered by you

18 LOGISTICS UK does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- 19 Different limitations and exclusions of liability will apply to liability arising as a result of the provision of Services, which will be set out in the Service Agreement.
- 20 LOGISTICS UK excludes all implied conditions, warranties, representations or other terms that may apply to Vision or any content on it.
- 21 Subject to the paragraphs above as otherwise set out in the Service Agreement, LOGISTICS UK will not be liable to you for any loss or damage, whether in Agreement, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:
- 21.1 use of, or inability to use, Vision; or
- 21.2 use of or reliance on any content displayed on Vision.

We may make changes to these terms

22 LOGISTICS UK may amend these Vision Terms of Use from time to time. Every time you wish to use Vision, please check these Vision Terms of Use to ensure you understand the terms that apply at that time.

We may make changes to Vision

23 LOGISTICS UK may update and change Vision from time to time to reflect changes to our services, our users' needs and our business priorities or legal requirements.

Which country's laws apply to any disputes?

- 24 These End User Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales. Vision Technical Requirements
- 25 Vision is used for uploading tachograph data using an attached Card Reader, VUDDs and Chart Scanners to the LOGISTICS UK Server. Data is transmitted using HTTP and secure https protocols, via TCPIP Port-80.
- 26 Vision is a web-based online solution and is compatible with most popular and up-to-date browsers.

27 Vision - Recommended Windows PC Spec.

Processor:	Pentium 4 or Dual Core i3 or better (recommended)
Operating System:	Microsoft Windows 7 or above (Win 10 recommended)
Memory (RAM):	1GB minimum, although 2GB or above is recommended
Hard Drive:	40GB of available hard disk space
Peripherals:	Smartcard Reader (refer to Shop for devices)
	VDUU (refer to Shop for devices)
	XVGA (1024 x 768) or higher resolution video adapter and 15" monitor (or larger)
	Keyboard and Microsoft mouse or compatible pointing device
	CD or DVD drive
Interfaces:	2 free USB ports (for Card Reader, VUDD)
Software:	Microsoft .NET framework 4
	Microsoft Web Services Enhancements (WSE) 2.0 Service Pack 3
Internet:	Greater than 2MB Internet connection

Other: For installation and subsequent upgrades the user needs to be a member of the Local Administrators' Group under the Windows Profile. It may also be necessary to configure proxy server settings during installation.

Browser: Internet Explorer 10 (or above), **Chrome (recommended)**, Firefox

Note: Vision can also be accessed from tablet devices running one of the above browsers, although not supported.

A unique and valid email address for each user is required to access Vision.

28 Thin client or Citrix

Vision can be deployed across a thin client network using PCs or thin-terminals with a compatible browser. A *msi* file can be provided on request to deploy the software required to support peripherals such as Smartcard reader, Vehicle Unit Download Device (VUDD), or Panasonic Scanner for charts. This install will include Microsoft .NET (ver4) and the required device drivers. A Citrix presentation server running version 3 or above, or equivalent is required. Virtual channels are better supported on ICA 8 client, or above.

29 Chart Scanning (LOGISTICS UKChartScan)

The scanning solution requires a PC running the Vision software, LOGISTICS UKChartScan Software, and Vision Uploader, together with a Duplex Panasonic Scanner (*adapted to read the wax-based tachograph charts*) for uploading the charts to the LOGISTICS UK server system for analysis.

30 Installation Requirements:

PC specification:	As above
Peripherals:	Panasonic KVS-1025C / KVS-1046C scanner
	Note: Requires the full Panasonic software installation
Interfaces:	1 free USB port for scanner
Software:	Microsoft .NET framework 4
	Microsoft Web Services Enhancements (WSE) 2.0 Service Pack 3
Internet:	Greater than 2MB Internet connection
Other:	For installation and subsequent upgrades the user needs to be a member of the Local Administrators' Group under the Windows Profile. It may also be necessary to configure proxy server settings during installation

Refer to the <u>compliance and advice</u> section on the <u>LOGISTICS UK website</u> for further information

31 Digital Data Postbox and Digipostpro require as a minimum:

- 31.1 location indoors (the device can be wall-mounted)
- 31.2 access to a mains power supply
- 31.3 adequate mobile network signal strength (for SIM devices) or connection to your corporate network (or LAN)
- 32 **Digi-DL or VDO-DLD:** Call our Shop team on 03717 111111 for further information.

33 Download from Telematics Systems

Our Vision solution includes a web API to allow the third-party supplier to securely read/write data into our systems. We already interface with some of the most popular Telematics Systems on the market and are happy to include other solutions where required. This will require the third-party supplier to develop an interface to pass the driver card and vehicle data into our system via the web API. Please contact your account/contract manager for advice.