

Abley TrafficFlow Terms and Conditions

V1.0 1 December 2023

1. Agreement

These terms apply to every sale of Abley TrafficFlow Data by Abley Limited or its affiliates (Abley) in preference to any terms and conditions upon which you may trade and whether or not Abley have received notice of different terms. When you place an order for Abley TrafficFlow Data you are deemed to have provided unqualified acceptance of these terms. References to Abley TrafficFlow Data mean the specific data product identified in your accepted order. Abley TrafficFlow Data consists of product licensed by TomTom International B.V..Abley may enforce third party license terms against you as a third-party beneficiary of those terms and Abley reserves the right to undertake an audit of your use of Abley TrafficFlow Data. Additionally, third-party data providers including TomTom International B.V. are third-party beneficiaries under this Agreement and may enforce the provisions that directly concern the data in which they have rights.

2. Order Acceptance

Except at the sole discretion of Abley, only orders made in writing and received by Abley via email or the Abley secure website ordering process will be acted upon. Abley may reject any order received. On receipt of an order as set out above, Abley will review your order and provide written confirmation when your order has been accepted at which point a binding contract will be formed. If Abley has questions about your order or cannot accept your order we will be in touch.

3. Your Warranties

You warrant that you have the right to provide any information you provide to Abley and that the information is accurate, up to date and complete.

4. Price & Payment

Unless otherwise stated, all prices are in NZD and exclusive of GST or other relevant sales tax or withholding taxes. Abley reserves the right to increase prices from time to time prior to the acceptance of an order by notice to you. All amounts payable must be paid within twenty (20) working days of date of invoice. You must pay any applicable GST or other relevant sale or withholding taxes in addition to the price. Late payment shall constitute a default, and you will pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of Abley's overdraft rate plus 2% and in addition the costs of any actions taken by Abley to recover the debt.

5. Delivery

Abley TrafficFlow Data is generally provided within 3 working days of order acceptance. Abley will advise you if a different delivery timeframe applies. Data is provided via a secure url unless notified otherwise.

6. Restrictions on Use

Abley TrafficFlow Data is provided solely for the purpose of internally analysing historical traffic conditions, volume and congestion for an area, route and/or intersection (as applicable) for the purpose of: (i) internally modelling potential solutions to improve traffic congestion, assessing the impact of road or other transportation improvements or analysing transportation demand; and (ii) based on the activities as stated in point (i) above, publishing or delivering studies to third parties provided such studies may only contain a summary of the data delivered via Abley TrafficFlow Data and shall not contain any results delivered directly from the Abley TrafficFlow Data. Public display or broadcast of congestion information generated using Abley TrafficFlow Data (whether via a website, application, or public information board) is prohibited.

You shall not use Abley TrafficFlow Data or any derivatives thereof for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices.

You must:

- a) Not provide Abley TrafficFlow Data to any third party, for any purpose, unless expressly authorised to do so by Abley in writing.
- b) Retain all acknowledgements and accreditations when you use Abley TrafficFlow Data.
- c) Only employees, agents, contractors of the company named in your order are entitled to use Abley TrafficFlow Data and strictly in compliance with these terms.
- d) Not remove, circumvent, reverse engineer, decrypt, or otherwise alter or interfere with any applicable usage rules or attempt to circumvent digital rights management or copy protection features associated with Abley TrafficFlow Data or any other technologies used to control the access to or use of the data or its identifying information.
- e) Not use any automated systems or means, except for those provided by Abley, for the selection or downloading of Abley TrafficFlow Data.
- f) Not export any data except in compliance with applicable export laws, rules and regulations.

7. Ownership and License

Abley TrafficFlow Data and all upgrades, updates, corrections, and enhancements thereto and all copyrights and other intellectual property rights related thereto are the property of Abley, its affiliates, and its licensors or suppliers. Abley, its affiliates, and its licensors and suppliers retain all right, title, and interest in and to Abley TrafficFlow Data and all intellectual property rights therein or in connection thereto. Abley TrafficFlow Data is licensed, not sold, to you. Subject to your compliance with these terms, Abley grants you a limited non-exclusive, non-transferable license, to access and use the Abley TrafficFlow Data. All other trademarks, logos, service marks, company or product names, such as the logos or trademarks of any third-party provider of data, are the property of their respective owners.

8. Privacy

Abley's Privacy Statement is available at <https://abley.com/privacy-statement/> and applies to this Agreement.

9. Exclusion of Liability

You acknowledge that use of Abley TrafficFlow Data is at your own risk. Abley and its licensors disclaim all liability for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of Abley TrafficFlow Data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the data, any defect or inaccuracy in the data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if you, Abley or their affiliates or suppliers or licensors have been advised of the possibility of such damages. To the extent permitted by law, Abley's maximum aggregate liability under the Agreement is for the fees paid by you under this Agreement.

10. No Warranty

Abley and its licensors disclaim any and all warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose and non-infringement.

11. General

This Agreement, including the attachments, contains the entire understanding between the parties concerning its subject matter, and supersedes all previous agreements and understandings between the parties on such subject matter. This Agreement may only be varied by written amendment signed by both parties. This Agreement is governed by the laws applying in New Zealand.