Terms & Conditions

By using the Redtail Fleet App, these terms will automatically apply to you. If you do not agree to these terms please refrain from using the App. You should make sure therefore that you read them carefully before using the App.
We, Redtail Telematics Ltd of London Rd, Great Chesterford, CB10 1NY, licence you to use:
The Redtail Fleet App ("App") and any updates or supplements to it.

Your Privacy

We only use any personal data we collect through your use of the App in the ways set out in our Privacy Policy Please be aware that data is transferred between the App to our servers over the internet. Internet transmissions are never completely private or secure, and any information sent using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
How we will communicate with you. If we need to contact you we will do so by email, by SMS or by post, using the contact details you have provided to us.
We are offering you this App to use for your own personal or business use. Redtail Telematics is committed to ensuring that the App is as useful, efficient and accurate as possible. For that reason, we reserve the right to make changes to the App, or to charge for its services, at any time and for any reason. We will never charge you for the App or its services without making it very clear to you exactly what you are paying for.

The App and servers store and process a small amount of personal data as required for the operation of the App (see the Privacy Policy for more details). It's your responsibility to keep your phone and access to the App secure. We therefore recommend you protect access to your phone using its built-in PIN, password, biometric or other facilities. We also recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that the App won't work properly or at all.
At some point we may wish to update the App. The App is currently available on Android and iOS - the requirements for both systems (and for any additional systems we decide to extend the availability of the App to) may change, and you'll need to download the updates if you want to keep using the App. Redtail Telematics does not promise that it will always update the App so that it is relevant to you and/or works with the iOS/Android version that you have installed on your device. However, you promise to always accept updates to the application when offered to you. We may also wish to stop providing the App, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, you must stop using the App, and (if needed) delete it from your device.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, or its documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the App;
- is kept secure; and
- is used only for the Permitted Objective;

comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App including by the submission of any material(to the extent that such use is not licensed by these terms);

not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;

- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App and its documentation throughout the world belong to us and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, or the documentation, other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do 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 or for fraud or fraudulent misrepresentation.
We are not liable for business losses. The App is for private and business use and is licensed for free. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.
Check that the App is suitable for you. The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App meet your requirements.
We are not responsible for events outside our control. If the App or its support services are disabled or delayed by an event outside our control then we will attempt to take steps to minimise the effect of the disablement or delay. Certain functions of the App require that it has an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but Redtail Telematics cannot take responsibility for the App not working at full functionality if you do not have access to Wi-Fi, and you don't have any of your data allowance left.
We are not responsible for mobile network connectivity costs. If you are using the App outside of an area with Wi-Fi, you should remember that the terms of your agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the App, or other third-party charges. In using the App, you are accepting responsibility for any such charges, including roaming data charges if you use the App outside of your home territory (i.e. network, region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the App, please be aware that we assume that you have received permission

from the bill payer for using the App.

Data Availability & Tint Users

In the event a device is disconnected, improperly installed, powered off, tampered with or otherwise unable to transmit data (including but not limited to loss of network coverage or environmental interference), Redtail is not responsible for any resulting data gaps. Redtail is not liable for any insurance or warranty claim outcomes, including denials by Tint or its partners that reference such missing or incomplete data.

WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

If you have any questions regarding these terms and conditions, or have questions about our practices, please contact us via email at support@redtailtelematics.com.