

# r2p Terms of Use

## for Horizon Hosted Service

### 1 Introduction

- 1.1 The following terms of use (the "Terms of Use") sets out the rules governing:
  - (a) the use of the website at <https://video.r2p.com/>, <https://horizon.r2p.com> or any successor website, and the services available on that websites or any successor website (the "**Horizon Hosted Service**"); and
  - (b) the transmission, storage and processing of content, including downloaded CCTV video files, by you, or by any person on your behalf, using the Horizon Hosted Service ("**Content**").
- 1.2 References in these Terms of Use to "you" means any licensed customer and its individual authorised users of the Horizon Hosted Service (and "your" should be construed accordingly)
- 1.3 References in these Terms of Use to "us" means r2p GmbH, its subsidiaries and affiliates, the provider and licensor of the Horizon Hosted Service (and "we" and "our" should be construed accordingly).
- 1.4 By using the Horizon Hosted Service (including the upload and/or submission of Content), you expressly agree to these Terms of Use.
- 1.5 You must be at least 18 years of age to use the Horizon Hosted Service and by using the Horizon Hosted Service, you warrant and represent to us that you are at least 18 years of age.

### 2 General usage rules

- 2.1 You must not use the Horizon Hosted Service if you are not a licensed customer.
- 2.2 You must not access Content if you do not have permission or the authority to do so.
- 2.3 You must not use the Horizon Hosted Service in any way that causes, or may cause, damage to the Horizon Service or impairment of the availability or accessibility of the Horizon Hosted Service.
- 2.4 You must not share your user credentials with any other individual (except your administrator).
- 2.5 You must not use the Horizon Hosted Service:
  - (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 2.6 You shall not retain downloaded CCTV video files on the Horizon Hosted Service servers for more than 3 months. We reserve the right to delete any files retained for longer than 3 months.
- 2.7 We operate a fair use policy on the volume of video data processed each month and volume of video data stored per train on the Horizon Hosted Service servers. We reserve the right to apply processing and/or storage limit restrictions if we believe, in our sole opinion, that your use of the Horizon Hosted Service in aggregate is excessive. In such a case, we will inform you if such limits are being approached and any subsequent restrictions planned.
- 2.8 You must ensure that all Content complies with the provisions of these Terms of Use.

### **3 Unlawful Content**

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
  - (a) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
  - (b) infringe any right of confidence, right of privacy or right under data protection legislation;
  - (c) be in contempt of any court, or in breach of any court order;
  - (d) constitute a breach of racial or religious hatred or discrimination legislation;
  - (e) constitute a breach of official secrets legislation; or
  - (f) constitute a breach of any contractual obligation owed to any person.

### **4 Monitoring**

- 4.1 You acknowledge that we may actively monitor the use of the Horizon Hosted Service and solution configuration.

### **5 Data mining**

- 5.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Horizon Hosted Service.

### **6 Hyperlinks**

- 6.1 You must not link to any material using (or by means of) the Horizon Hosted Service that would, if it were made available through the Horizon Hosted Service, breach the provisions of these Terms of Use.

### **7 Harmful software**

- 7.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Horizon Hosted Service, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 7.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Horizon Hosted Service, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.