

Terms of Use for Third Party Vendor Test System

Produced for all users of TPV Test

IMPORTANT - PLEASE READ IMMEDIATELY

COPYRIGHT AND CONFIDENTIALITY

If you retain these documents after receipt or make any use of them whatsoever you shall be deemed to have agreed to the following provisions.

The contents of this document and all documents referred to in it are confidential and the copyright in them belongs to Team Technologies Limited (unless otherwise stated).

You are permitted to use them only for the purpose of understanding your responsibilities when accessing our system and for no other purpose whatsoever. You may disclose them only to such employees, advisers or other persons as is necessary for that purpose, and then only after having obtained from them an undertaking to preserve confidentiality on the same basis.

You shall not make any copies of the documents or any part of them except as is necessary. On demand at any time, you shall return the documents to us and destroy or delete any copies made by you (or by any person to whom you have disclosed them).

You will notify us immediately of any unauthorised use or disclosure of the documents or their contents.

If requested to do so, you will indemnify us in full on demand for any loss, cost, claim or expense suffered by us as a result of any breach of these provisions, whether by you or by any person to whom you have disclosed the documents or their contents.

Table of Contents

Table of Contents	3
Introduction	4
Availability & Liability	4
Functionality & Versions	4
Confidentiality	5
Fair Use	5
Access	5
Restrictions	5
Content Standards	6
Breach of these terms	6

Introduction

As the provider of the Customer and Ticket Management System known as 'GoldSTAR', which interfaces with a wide variety of ticketing systems, and is used by the majority of UK Train Operating Companies, Team Technologies makes a test system available to third parties so that they can carry out initial testing of interfaces and data transfer.

The test system comprises a GoldSTAR application, suitable for browser access or access via one or more of the interface modules, a shadow server, through which mobile devices can access GoldSTAR, and a database server accessible only via the GoldSTAR application server. Mobile devices must be correctly registered before they will be allowed access to the system.

Third parties are not required to pay for access to the system, but must be aware of these terms of use. You are also responsible for ensuring that all persons who access our site on behalf of your organisation are aware of these terms of use and any other applicable terms and conditions, and that they comply with them. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

Availability & Liability

Team Technologies makes no representations or warranties concerning the availability of the TPV Test System. We will endeavour to make it available during normal business hours (09:00 to 17:30 Monday to Friday excluding English Bank Holidays) but users should not rely on the availability of the system for any time-critical activity.

We do not guarantee that the system, or any data entered into it by you or any other party will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of the TPV Test System for business and operational reasons. We will try to give you reasonable notice of any planned suspension or withdrawal.

We do not guarantee that the system will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access the system. You should use your own virus protection software.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the system; or
- use of or reliance on any content within the system

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Functionality & Versions

GoldSTAR is a modular system, and is supplied to customers in different configurations according to their requirements. The TPV Test System is not an accurate representation of any one customer's system and should not be relied upon to prove interoperability of modules. In particular, the TPV Test System is likely to have multiple modules enabled that would not normally be active together on a customer system, and those modules that are in use by customers may be at a different version. Should you wish to test on a customer-specific system, we recommend that you negotiate with that customer for access to their own test system. We can provide a customer-specific test system for you at an additional cost.

Team Technologies constantly update modules with new functionality and / or bug fixes. The application of the latest version of modules to the TPV Test System cannot be guaranteed. Whilst we endeavour to keep the TPV Test System updated with the most recent versions, you should not rely on a particular version of any module being installed. If your testing requires a specific version of one or more modules, you should contact us prior to carrying out any testing. We will support updates and rollbacks where they are mandatory and can reasonably be implemented, subject to other resource commitments.

Confidentiality

The TPV Test System is shared between many organisations who interface with GoldSTAR.

Users should be aware that their data, including user name and location, may be visible to other users of the TPV Test System who may be competitors. You should consider any information except your password to be publicly available. Users must not disclose their password to any one else. If you know or suspect that anyone other than you knows your user identification code and/or password, you must promptly notify us at esupport@teamtech.co.uk.

Users must not enter data that represents real people's data including (but not limited to) name and address, date of birth, photocard, ISRN or any other identifying information.

Fair Use

As a shared resource, we expect all users to respect the needs of others to access the system. We reserve the right to monitor your activity on the system and to restrict access if your activity threatens to impact on other users' abilities to benefit from the resource.

Should you wish to conduct stress testing of your interface, please contact us at least 2 weeks in advance so that we can advise other users of the timing, and the possibility of reduced performance.

Access

We may restrict access to the system by IP address. From time to time we may ask you to confirm the IP address(es) that are in use by your organisation. Failure to confirm these may result in access being withdrawn.

Mobile devices registered on the system can be traced by location and / or IMEI. This is a security feature of the system designed to ensure that we are aware of the whereabouts of data at all times, and will remain enabled for testing purposes. Any mobile device connected to the system may be monitored and tracked. By linking a mobile device, you consent to this use.

On first request, we will create one or more users for your organisation and inform you of the URL to use for your connection. We may grant a user within your organisation access to administrative functions, in which case you may create additional user entries for your own organisation only. You must not provide any other party with login information or details of the URL without express written permission from Team Technologies. You must not review or amend any information connected with any user outside your organisation.

Restrictions

You must not attempt to deny other users access to the TPV Test System.

You may use the TPV Test System only for lawful purposes. You may not use it:-

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

- 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.
- To attempt to gain unauthorised access to the system, any other organisation's interface to it, the server on which the system is stored or any server, computer or database connected to it. You must not attack the system via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the system will cease immediately.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the system.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the system;
 - any equipment or network on which the system is installed;
 - any software used in the provision of the system; or
 - any equipment or network or software owned or used by any third party.

Content Standards

Any information that you enter to the system must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the content emanates from Team Technologies if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Breach of these terms

When we consider that a breach of these terms of use has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms of use constitutes a material breach of the Terms of Use upon which you are permitted to use the system, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the system
- Immediate, temporary or permanent removal of any information entered or uploaded by you to the system.
- Issuance of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms of use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.