

## **Introduction**

These terms and conditions govern your participation in the Traffic Reporter Public Beta; by using the Traffic Reporter Software/Service, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the Traffic Reporter Software/Service and not participate in the Public Beta.

## **Acceptable Use**

You must not use the Traffic Reporter Software/Service in any way that causes, or may cause, damage to the Traffic Reporter Software/Service or impairment of the availability or accessibility of the Traffic Reporter Software/Service; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Traffic Reporter Software/Service to copy, store, host, transmit, send, use, publish or distribute any material which consists of [or is linked to] any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

By using the Traffic Reporter Software/Service, you agree that the exclusions and limitations of liability set out in the Traffic Reporter Software/Service disclaimer are reasonable.

If you do not think they are reasonable, you must not use the Traffic Reporter Software/Service and not participate in the Public Beta.

## **User Content**

In these terms and conditions, “your user content” means material including without limitation Usage Data, Traffic Data, Call Details, images and text that you submit to QMtel Communications during the Traffic Reporter Software/Service Public Beta, for whatever purpose.

You grant to QMtel Communications a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to QMtel Communications the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's copyright or legal rights, and must not be capable of giving rise to legal action whether against you or QMtel Communications or a third party in each case under any applicable law.

You must not submit any user content to the Traffic Reporter Software/Service that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

QMtel Communications reserves the right to edit or remove any material submitted to us during the Traffic Reporter Beta Test , or stored on our servers, or hosted or published during Traffic Reporter Beta Test.

QMtel Communications's rights under these terms and conditions in relation to user content, does not include the requirement to monitor the submission of such content to, or the publication of such content on, the Traffic Reporter Servers during the Beta Test.

### **Telephone Calls**

QMtel Communications collects the information ("Call Details") that your telephone sends when you place a telephone call to us. Text Messages are telephone calls. Call Details include information such as your telephone number, text message body, the time and date of your call and other data associated with the call.

### **Usage Data**

QMtel Communications collects the information ("Usage Data") that your Web Browser sends when it connects a Uniform Resource Locator (URL).

Usage Data includes information such as your IP Address, User Agent (Browser), the time and date of your connections and other applicable data associated with using the Internet.

### **Traffic Data**

QMtel Communications collects the information (“Traffic Data”) that your website sends to the Traffic Reporter Traffic Reporter Software/Service. Traffic Data includes information such as IP Addresses, User Agents (Browser), Domain Names, the time and date of your connections and other applicable data associated with using the Traffic Reporter Software/Service.

### **Traffic Reports**

Traffic Reports produced by the Traffic Reporter Software/Service by during the duration the Beta Test. Shall be considered to be in the Public Domain and available to any anonymous user.

### **User Accounts**

All participates in the Traffic Report Public Beta will share a single “anonymous” user account for the duration of the Beta Test.

If you disagree with this or any other part of these terms and conditions, you must not participate in the Traffic Reporter Public Beta.

### **Security**

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

**No warranties**

The Traffic Reporter Software is provided “as is” without any representations or warranties, express or implied. QMtel Communications makes no representations or warranties in relation to the Traffic Reporter Service or the information and materials provided during the Traffic Reporter Beta Test .

**Limitations of liability**

QMtel Communications will not be liable to you in relation to the contents of, or use of, or otherwise in connection with, the Traffic Reporter Beta Test . You accept that, as a limited liability entity, QMtel Communications has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against officers or employees of QMtel Communications in respect to any losses you suffer in connection with using our services or any applicable third party Telecommunication, Encryption or any other Internet Services.