

Data Processing Policy

This policy sets out what data DriveRisk Australasia Pty Ltd ACN 113 677 473 (**DriveRisk**) collects from the Customer in connection with the Hardware and Services Agreement (the **Agreement**) and how that data is used.

The [Privacy Policy](#) sets out how DriveRisk handles Personal Information.

Both policies form part of the terms of the Agreement.

Capitalised terms not defined in this policy have the meaning given to those terms in the Agreement.

1. Video Retention Policy

1.1. The Customer acknowledges that the Customer Data set out below will only be available for access via the Software as follows:

Type of Customer Data	Time available via Software
Non-video data (Metadata)	Duration of the Agreement
Video and/or audio recording data (Recordings)	90 days from the date of creation of the Recording

1.2. After 90 days, the Recordings will no longer be available through the Software but will be archived by DriveRisk for a further period of 275 days (**Archive Period**).

1.3. The Customer may request a copy of Recordings during the Archive Period, which DriveRisk may provide as an Additional Service for an Additional Fee (currently \$100.00 but subject to change).

1.4. DriveRisk may destroy Recordings 12 months after their creation, after which those Recordings will not be recoverable.

1.5. The Customer is responsible for storing its own copies of Customer Data and developing its own data retention policies.

1.6. DriveRisk may grant or refuse, at its discretion, any request from the Customer for DriveRisk to provide copies of Customer Data via a medium external to the Software.

1.7. The Customer acknowledges that the integrity and security of the Customer Data may be compromised in fulfilling a request under clause 1.6 above and accepts all risk and liability in this regard.

1.8. DriveRisk may refuse a request for access to Customer Data where it believes the request has not been made by an authorised representative of the Customer.

2. Productions

2.1. DriveRisk may use the Customer Data to develop video, audio, image or other types of files for its business, training, marketing, administrative and educational purposes (e.g. video presentations to highlight driver safety issues or to assist with driver risk mitigation) (**Productions**).

2.2. DriveRisk must provide the Customer with notice if it intends to use any Customer Data in its Productions.

2.3. DriveRisk will ensure that Productions:

- a. do not contain any Sensitive Information, unless it is De-identified;
- b. do not contain any Personal Information if the Customer has objected to that Personal Information being used within 7 days of receiving the notice in clause 2.2, and that Personal Information is unable to be De-identified by DriveRisk;
- c. are developed in accordance with the Privacy Act;
- d. are not, and cannot reasonably be associated with the Customer, unless the Customer agrees otherwise.

- 2.4. DriveRisk will own all right, title and interest (including Intellectual Property Rights), in the Production.
- 2.5. Subject to the Customer's compliance with the Agreement, DriveRisk grants to the Customer a royalty free, limited, non-transferable, non-exclusive, non-sublicensable license to use the Production for its internal driver training purposes.
- 2.6. The Customer consents and will use its best endeavours to procure any consent from its Personnel, to any act or omission by DriveRisk with respect to the Customer Data within a Production which might otherwise be an infringement of its Moral Rights in that Customer Data.
- 2.7. The rights granted to DriveRisk in this policy survive termination or expiry of the Agreement.

3. Data Volume Policy

- 3.1. A data volume limit applies for the continuously recorded video captured by the Hardware. The limit is specified in terms of video footage minutes downloaded.
- 3.2. If the total data usage across the Customer's vehicle fleet exceeds 60 minutes x number of vehicles in a single month, DriveRisk may elect to charge an excess data usage charge at a rate of \$10.00 per 60 minutes or part thereof in the subsequent month (excess data fee subject to change).