



**VISUAL DRIVE APP TERMS AND CONDITIONS FOR USERS ASSOCIATED WITH
STATE OF HAWAII DEPARTMENT OF EDUCATION DRIVER EDUCATION PROGRAM**
(This Terms and Conditions Supersedes Terms and Conditions on Visual Drive App)

This VISUAL DRIVE USAGE AGREEMENT (“**Agreement**”) is entered into as of the date it is signed below by DTRIC Insurance Company. For purposes of this Agreement, “**we**,” “**us**,” “**our**” or “**DTRIC**” refers to DTRIC Insurance Company, Limited. “**You**” or “**your**” refers to the person(s) agreeing to this Agreement indicated by the signature(s) below. Through this Agreement, you are agreeing to use Visual Drive subject to the terms and conditions set forth herein.

Use

Our Visual Drive Mobile App Visual Drive is a telematics program that provides you with personalized feedback to help you improve your safe driving behavior. Visual Drive was developed by Cambridge Mobile Telematics (CMT) and licensed to MS&AD, DTRIC’s parent company. If you use DTRIC’s Visual Drive App, you authorize and agree to DTRIC’s gathering of data using our smartphone app that you download, data aggregators, and/or other technology capable of recording and transmitting necessary data.

As part of this program, we may collect information about you – your handle name, email address, and phone number, and when, where, and how your vehicle was driven. This includes but is not limited to braking, acceleration, cornering, speeding, mobile device use while driving, distance, G-forces, geo-location, directional information, mobile device permissions, mobile device ID, operating system, mobile device model, mobile carrier information and time stamps, and mobile device interaction during trips.

You authorize and agree to DTRIC’s collection of this data until you change the permissions relating to its collection. In order to stop the collection of the data, you may delete the App and/or turn off data sharing at any time.

DTRIC hereby grants you a nonexclusive, nontransferable, limited, and revocable access to and use of the App.

Your use is subject to all of the following terms and conditions:

1. Your use of the App does not allow you to use the App on any mobile device that you do not own or control.

2. You shall not distribute or make the App available over a network where it could be used by multiple devices at the same time.
3. You shall not rent, lease, lend, sell, redistribute, or sublicense the App.
4. You shall not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of DTRIC and its licensors.
5. You shall not use the App for any purpose which would be contrary to DTRIC's business interest or to DTRIC's actual or potential economic disadvantage in any aspect.
6. All rights not specifically and expressly granted under this Agreement are reserved by DTRIC.
7. The App is not sold. Your use and this Agreement confer no title or ownership in the App and should not be construed as a sale of any rights in the App. The terms of the Agreement will govern any upgrades that replace and/or supplement the App unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.
8. Your use of the App is also limited by and must be in accordance with the Apple Media Terms of Service, Google Play Terms of Service, and/or other applicable terms as updated from time to time.
9. DTRIC may exercise all rights and enter into, rescind, amend, waive, modify, settle, and/or terminate this Agreement and your use of the App without your consent and/or the consent of any third party.
10. If you are using an iOS or Google Chrome version of the App, you agree that Apple and Google are not parties to this Agreement, and that they:
 - a. Do not own and are not responsible for the App;
 - b. Do not provide any warranty for the App; and
 - c. Are not responsible for maintenance or other support services for the App and will not be responsible for any claims, losses, liabilities, damages, costs, or expenses with respect to the App, including, but not limited to, any third-party claims, product liability claims, claims that the App fails to conform to any applicable legal requirements, claims arising under consumer protection legislation, or claims relating to intellectual property infringement.
11. You agree that use of the App and/or the Phone will comply with all applicable laws and act in a reasonably prudent manner.

12. You agree that only persons who have legally entered into this Agreement shall be allowed to use the App and/or the Phone in/with the Vehicle.

13. You agree that you shall direct any questions, concerns, or complaints about the App to DTRIC by using the email contact form found at dtrc.com/contact-us/.

Intellectual Property Rights

The App and the content available under the same are intellectual property and proprietary information constituting protected or protectable copyrights, trademarks, service marks, patents, trade secrets, international treaties, and other property rights ("Intellectual Property"). You agree that you have no right, title, or interest in the Intellectual Property.

Use of Data

You consent to and agree that DTRIC, CMT and MS&AD may share your information:

1. in a form that does not personally identify you (e.g., in an aggregation of Data from you and others);
2. as permitted or required by law pursuant to a subpoena, court order, law enforcement or regulatory inquiry, or some other duly authorized data request;
3. for use in an investigation and/or litigation, including, but not limited to, an accident involving the Vehicle.

Indemnity

You agree to indemnify, defend, and hold DTRIC, its vendors, partners, affiliates, contractors, officers, directors, employees, and agents harmless from all claims, damages, losses, and expenses arising directly and/or indirectly from and/or relating to your acts and omissions to act in using the App and/or the Phone and/or the failure of the user of the App and/or the Phone to abide by the terms and conditions of this Agreement with regard to such use.

Governing Law

The terms of the Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii. You consent to exclusive jurisdiction and venue in Honolulu, Hawaii, and waive the defense of forum non conveniens.

Entire Agreement

Except to the extent otherwise set forth herein, this Agreement sets forth the entire understanding between DTRIC and you with respect to your access to and use of the App.

Severability

If any portion of this Agreement is found to be unenforceable, the remaining sections of the Agreement shall remain in effect.

Waiver

Failure by DTRIC, in any instance, to exercise any of its rights under the Agreement shall not constitute waiver of such right or any other rights under the Agreement.

Your Statement of Consent and Agreement – 18 Years or Older

I certify that I have read, understand, and agree to this Agreement.

Signature

Date

Printed Name

Your Statement of Consent and Agreement – For Student Under 18 Years Old

If the student is a minor, then this form must be signed below by the parent(s)/guardian(s) with authority to make legal decisions and enter into an agreement to use Visual Drive App for the purpose of the student's driver education.

Student's Name _____

School's Name _____

I, the undersigned, certify that I am the parent and/or legal guardian of the student and I am authorized to consent and agree on behalf of the student.

I certify that I have read, understand, and agree to this Agreement.

Signature

Date

Printed Name