

SAFE DRIVR SPEED VR APP EXPERIENCE TERMS AND CONDITIONS OF USE

1. These Terms of Use (these **Terms**) govern your use of the Safe DriVR App (the **App**) and is a legal agreement between you and the Department of Transport and Main Roads, Queensland (referred to as **TMR, we, us, our**). By installing, accessing or using the App, you agree to be legally bound by these Terms.
2. TMR reserves the right to modify or amend the Terms at any time and for any reason in its sole discretion and without prior notice to you. Please revisit this section of the App from time to time to review the latest version of these Terms. Your continued use of the App after a change to the Terms has been posted constitutes your acceptance of any changes.
3. You may use the App with or without the Speed virtual reality glasses (**Speed VR Glasses**) or with a compatible Google Cardboard.

WARNING: THE APP SIMULATES A VEHICLE CRASH SCENE AND AFTERMATH VIA AN IMMERSIVE VIRTUAL REALITY EXPERIENCE. DO NOT USE THE APP IF YOU ARE SUSCEPTABLE TO MOTION SICKNESS, VERTIGO, OR DIZZINESS, IF YOU ARE UNDER THE AGE OF 15 YEARS OR IF YOU CONSIDER THAT SUCH CONTENT COULD BE PARTICULARLY DISTRESSING TO YOU. YOU SHOULD CEASE USING THE APP IMMEDIATELY IF YOU EXPERIENCE EYE STRAIN, DISCOMFORT, OR IF YOU FEEL DISORIENTED OR UNWELL. IF YOU HAVE HAD OR COULD BE PRONE TO SEIZURES CONSULT A DOCTOR BEFORE USING THE APP.

YOU MUST REMAIN SEATED AND IN A SAFE PLACE WHEN USING THE APP AND TAKE SPECIAL CARE TO BE AWARE OF YOUR SURROUNDINGS BEFORE AND WHILE USING THE APP TO ENSURE YOU DO NOT INJURE YOURSELF OR OTHER PEOPLE AROUND YOU. DO NOT USE THE APP WHILE DRIVING, WALKING OR OTHERWISE IF DISTRACTED FROM REAL WORLD SITUATIONS THAT PREVENT YOU FROM OBEYING TRAFFIC OR SAFETY LAWS. DO NOT DRIVE OR OPERATE HEAVY MACHINERY IMMEDIATELY AFTER USING THE APP IF YOU FEEL IMPAIRED OR DISORIENTED.

BY DOWNLOADING AND USING THE APP YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THE APP AT YOUR OWN RISK.

4. In Australia, certain statutory warranties under consumer protection laws will be implied for the benefit of consumers. Nothing in these Terms is intended to exclude or restrict the application of such laws but TMR does not give any guarantees or warranties or make any representation of any kind (express or implied) with respect to the use of the App or Speed VR Glasses.

You expressly acknowledge and agree that use of the App and Speed VR Glasses is at your sole risk. The App, Speed VR Glasses and any services performed or provided by the App are provided "as is" and "as available", with all faults and without warranty of any kind. TMR does not warrant against interference with your enjoyment of the App or Speed VR Glasses, that the functions contained in or services performed or provided by the App or Speed VR Glasses will meet your requirements, that the operation of the App, the Speed VR Glasses or services will be uninterrupted or error-free, that defects in the App, Speed VR Glasses or services will be corrected, or that the App or the servers that make available the features and functionality thereof are free of viruses or other harmful components.

5. **To the fullest extent permitted by law, TMR and its affiliates, contractors, employees, agents or third party partners or suppliers, shall not be liable to you or anyone else (including for negligence, breach of contract or tort) for any personal or psychological injury or any loss or damage however caused (including any incidental, special, indirect, or consequential damages whatsoever), arising out of or related to your use or inability to use the App or any content or materials made available in conjunction with or through the App, including the Speed VR Glasses.**

TMR is not liable for disruptions to the App service or if interference with your smart phone or virtual reality device occurs in connection with use of the App, the Speed VR Glasses, the

TMR website or an external website. You must take your own precautions to ensure that whatever you use is free of viruses or anything else that may interfere with or damage your devices.

6. You agree that the App contains proprietary content, information and material that is owned by TMR and/or our agents or licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. Subject to these Terms, TMR grants you a limited, non-exclusive, non-transferable, revocable licence to install, download, and use the App on an applicable device that you own or control. You may not modify, rent, lease, lend, sell, transfer, redistribute, or sublicense the App. You may 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. No portion of the App or any proprietary content, information or materials may be reproduced in any form or by any means. Any attempt to do so is a violation of TMR's rights. If you breach this restriction, you may be pursued for damages.
7. You shall not exploit the App in any unauthorised way, including but not limited to, using the App to transmit any computer viruses, worms, Trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the App in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that neither TMR nor our agents are in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using the App.
8. As a condition of your use of the App, you must not use the App for any unlawful purpose or any other purpose prohibited by these Terms. You may not use the App in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of the App. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the App.
9. You agree that we may collect and use general analytics and related information through your use of the App including but not limited to location information and technical information about your device, system and application software that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the App. We may use this information to improve our products or to provide services or technologies to you.
10. The App may include advertisements or other links that allow you to access websites or other online services that are owned and operated by third parties. You acknowledge and agree that TMR is not responsible and shall have no liability for the content of such third party sites and services, products or services made available through them, or your use of or interaction with them.
11. Use of the App requires usage of data services provided by your wireless service carrier. You acknowledge and agree that you are solely responsible for data usage fees and any other fees that your wireless service carrier may charge in connection with your use of the App.
12. The licence provided in these Terms is effective until terminated by you or TMR. Your rights under this licence will terminate automatically without notice if you fail to comply with the Terms. Upon termination of the licence, you must cease all use of the App and destroy all copies of the App. TMR may in its sole discretion and at any time discontinue providing the App, or any part thereof, without notice. You agree that TMR shall not be liable to you or any third party for any such termination.
13. The laws of Queensland, Australia govern these Terms and your use of the App.
14. If you have any questions regarding the App or these Terms, please contact us at jointhedriver@tmr.qld.gov.au.