

*A unique web based solution that turns data into employment for drivers and improved performance for transporters.*

Please be patient - we’re processing your request...

**DIB Message**

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**DIB Question**

 **AGREEMENT
between
Drivers Bureau (Pty) Ltd
trading as Driver Information Bureau
(“DIB”)
and

(“Member”)**

**OBLIGATIONS OF DIB TO ITS’ MEMBERS**

DIB is obliged, depending on the level of membership, to provide a working and operational driver evaluation system. It is understood that in order to develop the database, the data will need to be gathered across the industry before full functionality can be achieved.

DIB is obliged to keep all information strictly confidential and will not:

* access any driver’s information without the relevant permissions being obtained,
* release any information to anyone without the driver’s permission,
* Supply information on drivers who are currently employed by a member to other transporters.
* Grade the Member on a Star rating system based on the level of information supplied to DIB for the purposes of showcasing the Member’s participation.

**IN ADDITION: DIB’S OBLIGATIONS TO MEMBERS PARTICIPATING IN THE DRIVER INSENTIVE SCHEME**

* DIB will inform the transporter of which services the drivers have agreed to be deducted from the payroll,
* DIB will provide monthly statements and the documents necessary for the transporter to effect payment for these services.

**OBLIGATIONS OF THE MEMBER**

**The member is obliged to:**

* sign the attached data storage agreement with Twigg Technology (Pty) Ltd in order to lease information storage space in RootStorage.com (cost included in DIB membership)
* keep an up-to-date record of all drivers in their employ *(* [*download the Drivers’ List template here*](http://rootstorage.com/transporters/downloads/DriversList.xlsx) *)*
* complete a driver’s Fact Sheet / reference (available in RootStorage.com) when drivers leave their employ
* inform their drivers of their participation in DIB *(* [*download a suggested notice that could be pinned to a notice board*](http://driverib.com/dib/downloads/DIBposter.pdf) *)*
* Warrant that the information is accurate, and can be substantiated. The member will make information on disciplinary hearings available to DIB if disputed and will not hold DIB accountable for any claim resulting from incorrect information furnished by the member or any third party.
* If monitoring on a driver level, will instruct their Data providers (Telematics and Cameras) to Supply DIB with the information required on an ongoing assist in order to grade drivers.

**MEMBERS PARTICIPATING IN THE DRIVER INSENTIVE SCHEME:**

* inform Drivers of their participation in DIB and that DIB will be contacting them by SMS with Incentive offers as well as annual surveys if indicated on the booking form.*(* [*download a suggested notice that could be pinned to a notice board*](http://driverib.com/dib/downloads/DIBposter.pdf) *)*
* Deduct the DIB services agreed to via cell phone by the drivers.

**MEMBERS PARTICIPATING IN THE FIT FOR WORK PROGRAM**

* Inform drivers appropriately if participating in the Fit for Work Program. *(*.*(* [*download a suggested notice that could be pinned to a notice board*](http://driverib.com/dib/downloads/DIBposter.pdf) *)*

**OBLIGATIONS OF ALL MEMBERS WHEN ACCESSING REPORTS OFF THE SYSTEM**

* When accessing information on a prospective driver (not in the member’s employ) from DIB, if the driver has not granted consent for any member to access his information, then the member concerned shall first obtain the driver’s consent to do so *(* [*download a consent form*](http://driverib.com/dib/downloads/DIBDriverConsent.pdf) *)*
* Any consent form completed by any driver must be filed and kept on site by the member for audit purposes.
* Should any member not comply with the terms of this agreement, access to any data or information on the system may be denied.
* The member accepts that the information is deemed to be sensitive. The member also acknowledges that there are risks associated with the sharing of information.
* This agreement is based on both parties showing the utmost good faith to each other in performing their obligations.
* DIB undertakes to take all reasonable precautions to secure the information but in the event of a breach of such security DB will not be liable for any consequences flowing from that breach of security.
* The member accepts that despite all reasonable precautions to ensure the accuracy of the information supplied by DIB, there may be inaccuracies. The member hereby waives and abandons any claim that it may have against DIB arising from such errors in the information howsoever occurring.

**PAYMENT TERMS**

* Monthly membership fees: You agree to pay DIB the fees applicable to the type of service requested by you - monthly membership fees are payable by debit order, to be signed at the end of the “free period”, which shall include the rental to Twigg Technology (Pty) Ltd for the hire of data storage space (see below).
* Purchase of reports: The cost of any report is shown on the DIB system and is exclusive of VAT. The cost of any report purchased will be deducted from the member’s credit balance as a result of the deposit made for the purchase of reports referred to in the Booking Form.
* Any payment may be made via electronic transfer or bank deposit, and proof of payment is to be emailed to DIB
* A monthly statement will be emailed to you.
* Members participating in the Incentive scheme agree to deduct the DIB services agreed to by the Driver via cell phone.
* Termination of membership: DIB undertakes to repay any positive balance within 30 days of termination of membership.

**OWNERSHIP OF THE INFORMATION PROVIDED TO DIB**

**The member acknowledges that permission has been given in the Booking Form for certain service providers to provide information to DIB on drivers.**

* The reports, assessments and fact sheets are deemed to remain the property of the member until such time as the driver to whom the information pertains leaves the employ of the member. At this point the information will become available to all prospective purchasers of the information through DIB on consent of the driver in question.
* DIB owns the intellectual property and software surrounding the capture of data, its’ manipulation, and the presentation of the results.

**CONFIDENTIALITY**

The website is protected by South African copyright and patents. All intellectual property rights, such as, but not limited to, patents, trademarks, copyrights or trade secret rights related to the website are the property of and remain vested in DIB or its suppliers. The member expressly acknowledges and agrees that use of DIB is at its own risk and the information provided “as is” without any warranties or conditions whatsoever. Neither DIB nor its suppliers shall be liable for any indirect, incidental, special or consequential damages or for any damages whatsoever (including, but not limited to, damages for loss of business profits, business interruption, loss of business information, loss of privacy or other pecuniary or any other loss whatsoever).

**GUARANTEE**

The information provided by DIB is intended to assist the member in assessing a driver’s suitability as a driver. DIB is merely a conveyer of that information and provides no commentary on the suitability of drivers, the decision remains the member’s. DIB takes reasonable care to check that the information is accurate and complete before it is published on the website.

DIB does not guarantee the validity of the information and refers to the exclusion of liability referred to above.

**TERM**

This agreement is indefinite, terminable by either party on two (2) calendar months’ notice in writing given to the other party.

The member agrees to be bound by the terms of the data storage agreement annexed to this agreement and confirms that by agreeing to participate in DIB, the member is contractually bound to Twigg Technology (Pty) Ltd.

**JURISDICTION**

This agreement shall be construed according to the Laws of the Republic of South Africa applicable to agreements that are signed and performed within the Republic of South