

**UBIQUITOUS**  
ICONSONICONS

**PROPOSAL FOR FREE  
PASSENGER WI-FI IN  
HACKNEY CARRIAGE  
TRANSPORT**

May 2013





## Certificate of Test

CERTIFICATE No: TRA-014010-36-00A  
ISSUE No: 1  
COPY No: PDF  
DATE: 22<sup>nd</sup> April 2013

PURPOSE OF TEST: EMC EMISSIONS AND IMMUNITY  
TRaC PROJECT ID: TRA-014010-01  
TEST SPECIFICATION(S): EN50498:2010  
2004/104/EC (as amended by 2009/19/EC)  
ECE REGULATION 10.04  
DEVIATIONS FROM SPECIFICATION(S): NONE  
EQUIPMENT UNDER TEST (EUT): TRACK4SERVICES SMART WI-FI  
DESCRIPTION OF EUT: 12VDC DEVICE TO PROVIDE WIRELESS INTERNET  
ACCESS IN A VEHICLE  
EUT DOES NOT HAVE IMMUNITY RELATED FUNCTION  
MODEL / TYPE / VERSION No: BERTHA  
BUILD LEVEL: PRE-PRODUCTION  
EQUIPMENT SERIAL No: NONE  
TEST RESULT: MEASURED AS COMPLIANT  
(Measurement uncertainty as per RF109 current issue)  
MANUFACTURER / AGENT: TRACK4SERVICES LTD  
GOLDEN CROSS HOUSE  
8 DUNCANNON STREET  
LONDON  
WC2N 4JF  
ORDER No / CLIENT REFERENCE: EMAIL 28/03/2013  
DATE OF TEST: 10<sup>TH</sup>, 11<sup>TH</sup>, 12<sup>TH</sup> APRIL 2013

TESTED BY:

Digitally signed by Darren Shephard  
Reason: I am the author of this document

D SHEPHARD

APPROVED BY:

Digitally signed by Neil Roche  
Reason: I am approving this document  
Date: 2013.04.22 15:23:36 +01'00'

N ROCHE

COMMERCIAL MANAGER, TRaC Global Ltd

The results herein relate only to the sample tested. Full results are contained in the relevant works order file.

RF343M Issue 6  
Page 1 of 1

**MALVERN**  
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www.tracglobal.com



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## Track4Services Ltd

23<sup>rd</sup> April 2013

Transport for London

### Product Compliance Declaration

Track4Services Ltd declares that the device named in this document is non-immunity related and is suitable for use in a motor vehicle environment.

Make and Model of the device:

'Wi-Fi Server' Product code: 'Bertha Wi-Fi' from Track4Services Ltd

### Certifications and compliance

All the electronic components of the product are CE certified. Wireless radios comply with EU regulations according to frequencies and transmission power. The unit will be installed in the taxi's front luggage area attached to the kick plate. All electronics will be inside the enclosure protecting it from accidental water spillages. The unit is also isolated from the taxi mains by 3A fuse.

Track4Services Ltd on 23<sup>rd</sup> April 2013 completed the following EMC testing of a 12VDC powered Bertha Smart Wi-Fi Vehicle Router (with WLAN and 3G) to the requirements of the non-immunity related requirements of the Automotive Directive 2004/104/EC, incorporating the requirements of UN ECE Regulation 10.04 and EN 50498: 2010.

EMC certification process for the unit and this certificate will be provided by 23<sup>rd</sup> April 2013. The product would be fully certified before a commercial roll-out of the product into taxis.

The appropriate extract from the Official Journal of the European Union Automotive Directive 2004/104/EC, incorporating the requirements of UN ECE Regulation 10.04 and EN 50498: 2010 is as follows:

Section 2.1.12

Immunity-related functions are:

(a) functions related to the direct control of the vehicle:

— by degradation or change in engine, gear, brake, suspension, active steering, speed limitation devices, for example,

— by affecting driver's position, e.g. seat or steering wheel positioning,

— by affecting driver's visibility: e.g. dipped beam, windscreen wiper;

(b) functions related to driver, passenger and other road-user protection:

— e.g. airbag and safety restraint systems;

(c) functions which, when disturbed, cause confusion to the driver or other road users:

— optical disturbances: incorrect operation of e.g. direction indicators, stop lamps, end outline marker lamps, rear position lamp, light bars for emergency system, wrong information from warning indicators, lamps or displays related to functions in clauses (a) or (b) which might be observed in the direct view of the driver,

— acoustical disturbances: incorrect operation of anti-theft alarm, horn, for example;

(d) functions related to vehicle data bus functionality:

— by blocking data transmission on vehicle data bus-systems, which are used to transmit data, required to ensure the correct functioning of other immunity-related functions;

(e) functions which, when disturbed, affect vehicle statutory data: e.g. tachograph, odometer.

Yours sincerely



Derek Greene  
Chief Executive Officer  
Track4Services Ltd





## Terms and Conditions of Use

These terms and conditions set out the agreement between you ('you' or 'your') and Ubiquitous Limited ('us', 'we' or 'our') in respect of your ability to access the internet and send and receive data through the wireless broadband network and through the internet using wireless technology which we offer in taxis we have contracted with (the "Services").

1. By using the Services you are confirming that you consent to these terms and conditions.
2. We reserve the right to monitor and control data volume and/or types of traffic transmitted via the Services.

## Use of the Services

3. You are responsible for ensuring that any equipment that you use to access the Services meets the minimum requirements and is suitable for use with the Services and is adequately protected against viruses and other harmful software.
4. The Services may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control.
5. We are entitled, without liability to you, to shut down the Services when, in our opinion acting reasonably, it is necessary to do so in order to carry out requisite maintenance relating to the Services.
6. You shall ensure that you use the Services in a reasonable manner and do not abuse the Services. You accept that we may restrict or terminate your ability to use the Services with immediate effect if you use the Services in a manner we deem to be unreasonable and/or excessive.
7. You are wholly responsible for your use of the Services. You accept that we have no control over the information transmitted via the Services and will not be responsible for such information. Except as expressly specified otherwise in these terms and conditions, we do not examine the use to which you put the Services or the nature of the information you send or receive. We have no obligation to compensate you for such information and/or such use.
8. You accept that we have the right to restrict access to any inappropriate content on

# UBIQUITOUS

the Services, such as adult and illegal content. You hereby agree not to access or attempt to access such adult or illegal content using the Services. In the event we have reason to suspect that you have accessed or have attempted to access inappropriate content on the Services, we are entitled to restrict or terminate your ability to use the Services with immediate effect without any notice to you.

9. We may also take measures (including but not limited to restricting or terminating your access to or use of the Services) to help us prevent fraud and to ensure that excessive use of the Services by some users does not prevent other users of the Service from enjoying the Services.
10. We cannot guarantee that the Services will be uninterrupted and/or will be continuously available. We will aim to provide you with the best service we can, but we will not be liable for any interruptions, lack of reception, picture degradation or any other problems that are beyond our direct control. We do not guarantee that the Services will be compatible with your equipment or any software that you may use.
11. You are responsible for the way the Services are used. You must not do any of the following acts or allow anyone else to do the following acts via your device or devices in relation to the Services:
  - (a) send a message or communication that is offensive, abusive, defamatory, obscene, menacing or illegal;
  - (b) cause annoyance, nuisance, inconvenience or needless worry to, or adversely interfere with the rights of, any other person;
  - (c) perform any illegal activity;
  - (d) break, or try to break, the security of anyone else's equipment, hardware or software;
  - (e) deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);
  - (f) upload, download, post, publish or transmit any information, material or software that is protected by copyright or other ownership rights without the permission of its owner;



- (g) you must not use the Services in a manner that will or is likely to adversely affect how we provide the Services to you or any of our customers.
12. You must, at all times, ensure that the way you use the Services does not break the law or the rights of any other person.
  13. If we reasonably believe that you have breached clause 11 of these terms and conditions or that you have misused the Services in any way, we may take immediate action to deny you access to the Services without any further notice to you. We shall also notify any relevant authorities as we see fit.
  14. You agree to take responsibility for all liabilities, claims and losses which are in any way connected with your misuse of the Services under these terms and conditions and you must repay to us in full any costs and/or losses which we may suffer as a result of such misuse.
  15. Some parts of the Services enable you to access third party content and services (some of which may require you to accept additional terms and which may be subject to fees). You acknowledge and agree that we are not responsible for and have no liability in respect of any such third party content or services. Where you access any third party content or services your information will be subject to that third party's privacy policy and we have no liability in respect of the same. It is your responsibility to ensure that you have read and understood the content of any third party's privacy policy.
  16. We do not guarantee the security of the Services and you hereby agree to use the Services at your own risk. You shall ensure that you have adequate security to prevent unlawful access to or use of the Services, access to your computing equipment or disclosure of confidential information.
  17. You hereby accept that we do not guarantee nor are we responsible for, the security, integrity and confidentiality of the information, files and data that you exchange or may wish to exchange via the Services.

#### **Your information and how we store it**

18. By using the Services you are providing your consent to use your personal information together with other information for the following purposes:



- (a) profiling your usage and viewing;
  - (b) personalising your experience of the Services based on your usage and viewing profile; and
  - (c) managing, improving and developing the Services.
19. When you use the Services we shall, or we shall procure, that the following information is stored:
- (a) the main access control address (MAC address) relating to your specific device;
  - (b) the internet protocol address (IP address) linked to your device; and
  - (c) a list of all uniform resource locators (URLs) that have been visited from your device.
20. We may share with third parties information about your use of the Services in an aggregated form which will not personally identify you. This aggregated data may be used by those third parties for their marketing purposes (e.g. to improve their targeting of advertising based on user preferences).
21. Subject to your consent, we may use your personal information to contact you with information about our products and services, special offers and rewards, as well as those of selected third parties. From time to time, we may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax for these purposes.
22. We will only use your data in line with the Data Protection Act 1998.
23. We will not pass on your personal information to third parties except in accordance with these terms and conditions or where we are required to disclose that information in order to comply with any legal or regulatory requirements.
24. We are entitled, where we are required to do so by law, court order or any governmental or regulatory authority, to disclose any data we hold in respect of you without any liability to you in respect of the same.





## Liability to You

25. Our liability to you is limited as set out in these terms and conditions.
26. Subject to clause 30 below, we will not be liable to you for:
- (a) any direct loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, use, business, wasted expenditure, loss arising from disclosure of confidential information, loss arising from or in connection with the use of the Service or inability to use or access the Service that may arise in relation to these terms and conditions whether or not we were advised in advance of the possibility of such loss or damage;
  - (b) any indirect loss or any loss which is not a reasonably foreseeable consequence of our negligence or breach of these terms and conditions (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses);
  - (c) lost or destroyed data or software; or
  - (d) any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring such loss.
27. Subject to clause 30 below, we will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using the Services, or for transmitting or receiving, or failure to transmit or receive, any material through the Services.
28. Subject to clause 30 below, if you deal with any other individuals or organisations through your use of the Services (for example, by buying or renting goods or services from them or ordering goods from them using the Services), we will not be involved in these dealings. We will not be liable in any way for any loss, costs or damage you have to pay for.
29. Subject to clause 30 below, we will not be liable to you for the contents of any material from other individuals and/or organisations which may be accessed through the Services. We also reserve the right to block access to any such material.

30. Nothing in these terms and conditions limits our liability to you for:

- (a) death or personal injury resulting from our own (or our agents' or contractors') negligent act or failure to act;
- (b) any damage incurred by you as a result of fraud or fraudulent misrepresentation on our part.

## **Matters beyond our reasonable Control**

31. We will not be liable for failing to do what we promise under these terms and conditions if we are prevented from doing so by something outside our reasonable control which will include (but is not limited to) lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, actions of local or national governments or other authorities, or industrial dispute.

## **General**

32. These terms and conditions are personal to you and you may not transfer your account or any of your rights and responsibilities under these terms and conditions without our written agreement. For business reasons we may transfer any of our rights and responsibilities under these terms and conditions without your permission
33. Sometimes, we will need to change the terms and conditions of the Services and will publish such changes on our website. All such changes shall take effect when so published and by using the Services you are agreeing that this shall be the case. It is your responsibility to be aware of such changes by checking our website frequently.
34. These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
35. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims).



# UBIQUITOUS

## PICTURE GUIDE TO YOUR FREE WI-FI AND NFC



### WI-FI AERIAL

The aerial is a small disk that is mounted on your dashboard and receives signal through the windscreen. It is fixed in place with a small adhesive pad.



### WI-FI UNIT

The Wi-Fi unit is installed against the side wall of the front luggage (or passenger) well. It is screwed into the plastic fascia (not the vehicle bodywork).

### NFC STICKER



Your taxi will feature two small stickers, each containing an NFC tag and a QR code.

If your stickers are damaged, please call the Wi-Fi hotline and we will send you a replacement set.

### USING THE NFC



Your passengers will be able to scan the QR barcode with an app, or if they have an NFC enabled phone, they'll be able to simply hold the phone close to the sticker.

**UBIQUITOUS WI-FI HELPLINE: 0845 056 9220**

This line is manned 24 hours a day. We aim to respond to you as quickly as possible.





Our ref: 2846

Sarah Priseman  
Director of Marketing  
Ubiquitous Ltd  
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London Taxi and  
Private Hire  
Vehicle Policy and Standards

4<sup>th</sup> Floor (4Y5), Palestra  
197 Blackfriars Road  
London  
SE1 8NJ

Phone 020 3054 2926  
colingerald@tfl.gov.uk

7 May 2013

Dear Ms Priseman

## Re: Stickers Incorporating Near Field Communication (NFC) Tag and Quick Response (QR) Code Technology

This Authority has no objection to the installation of stickers incorporating near field communication and quick response code technology into the TX1, TX2 and TX4 model variants of licensed taxi.

The stickers to be affixed to the panelling below the rear near side and off side passenger windows (photo)





Nothing in the above statement implies that this office or myself endorses or recommends this product.

Should any undesirable features become evident, we reserve the right to withdraw authority of the installation and use.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Colin Gerald".

Colin Gerald  
Vehicle Policy Officer

**TOUCH HERE TO  
ACTIVATE NFC  
FEATURES**



**OR CONNECT  
VIA QR**



**UBIQUITOUS**

100



Self adhesive face stickers

Client	Ubiquitous
Date	24th May 2013
Project	Wi-Fi stickers
Sign Ref.	ubiq-wifi-2
Drawn by	HL
Revised	
Install date	
Copyright	© London Signs & Print Ltd 2013



= Pantone 300



= Cutter guide

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Our ref 2847

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197 Blackfriars Road  
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SE1 8NJ

Phone 020 3054 2926

[colingerald@tfl.gov.uk](mailto:colingerald@tfl.gov.uk)

25 April 2013

Dear Ms Priseman

**Re: Bertha Wi-Fi Unit**

This letter is to inform you that this Authority has no objection to the fitment of the Bertha Wi-Fi unit in the London Taxi Company TX1, TX2 and TX4 model variant of London licensed taxis.

Nothing in the above statement implies that this office or myself endorse or recommend this product and should any undesirable features become evident, we reserve the right to withdraw authority of the installation and use.

Yours sincerely

A handwritten signature in black ink, appearing to read "Colin Gerald".

Colin Gerald  
Vehicle Policy Officer