

TRUCKULUS APP TERMS

App end-user licence agreement.

PLEASE READ CAREFULLY BEFORE DOWNLOADING AND USING THE APP.

This end-user licence agreement (**App Terms**) is a legal agreement between you (**End-user** or **you**) and TRUCKULUS LTD (England and Wales company number 09455131) with our registered office at Innovation Birmingham Faraday Wharf, Holt Street, Birmingham, England, B7 4BB (**Licensor, us** or **we**) for TRUCKULUS mobile application software (**App**).

We licence use of the App to you on the basis of these App Terms and subject to any rules or policies applied by any appstore (e.g. iTunes or Google Play) (**Appstore**), where the End-user downloaded the App (**Appstore Rules**). We do not sell the App to you. We remain the owners of the App at all times.

Technical requirements This App requires a [modern smartphone updated to an appropriate recent operating system. GPS must be enabled to use the functionality of the App.

Important notice:

- By downloading the App or clicking on the "Accept" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined in clause 1.5 and limitations on liability in clause 6.
- If you do not agree to the terms of this licence, we will not license the App to you so you must uninstall the App or not download it.
- The App is designed for commercial use and not for use by consumers.

Using the App

The App is intended to be used to collect location and other information from your device relating to a vehicle. This will be shared with others using the Truckulus service.

The App is used to provide data that forms part of the Truckulus Fleet Management Service and for online brokerage. We cannot guarantee that this data will be accurate, up to date and complete at all times. A number of factors can impact on this such as whether the Device is switched on and is in the vehicle, whether GPS is enabled and/or available, network connectivity, data connectivity, network issues, bandwidth, and various other factors. Whilst we are working to provide the best possible service, you should be aware of the potential limitations of this technology.

You may retain or print a copy of these App Terms for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1 The terms of these App Terms apply to the App or any of the services accessible through the App (**Services**), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of these App Terms.

- 1.2 We may change these terms at any time by email notification or when you download a new version or upgrade of the App. The new terms may be displayed onscreen and you will be deemed to accept them if you continue to use the App or the Services.
- 1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.
- 1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in clause 2.2 (**Devices**) and to download a copy of the App onto the Devices and for the Device to be used to collect, send and receive data as required for the Service. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of these App Terms for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 The terms of our privacy policy from time to time, available at www.truckulus.com (**Privacy Policy**) are incorporated into these App Terms by reference. By using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send or receive using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software and hardware for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.7 Services will make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device, but the Service will not work.
- 1.8 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. **GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to the terms of these App Terms, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into these App Terms by reference. We reserve all other rights.
- 2.2 You may download copies of the App onto your Devices for business use of the Service.

3. **LICENCE RESTRICTIONS**

In general, we encourage you to download copies of the App on Devices for the purpose of accessing the Service, but we do not permit you to use the App or the

software in the App to access or provide a service that is similar to the Service. This does not stop you from allowing your customers from accessing the Service subject to their compliance with the terms we apply for such access (**Service Access Terms**). Except as expressly set out in these App Terms or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App to use the Service, or where it is necessary for the purpose of back-up or operational security;
- (b) not to translate, merge, adapt, vary or modify the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs or to use it for services not provided by Us;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the App;
- (e) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person other than through the Appstore; and
- (f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (**Technology**),

together **Licence Restrictions**.

4. **ACCEPTABLE USE RESTRICTIONS**

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these App Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;

- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these App Terms);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not create an app or software that seeks to communicate with the Service including using the protocol used by the App;
- (f) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the terms of these App Terms.

5.2 You acknowledge that you have no right to have access to the App in source-code form.

6. LIMITATION OF LIABILITY

6.1 We only supply the App for commercial use. You agree not to use the App for resale purposes or for you to supply a service to third parties. This does not stop you from allowing your customers from accessing the Service subject to their compliance with the Service Access Terms.

6.2 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

6.3 To the extent permitted by law, We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.4 You recognise that we do not charge you for the App and due to the nature of the App (to the extent permitted by law) that we will not be liable to you under or in

connection with this App (including your use of any Service) whether in contract, tort (including negligence) or otherwise. This does not apply to the types of loss set out in clause 6.2.

7. **TERMINATION**

7.1 We may terminate or suspend these App Terms immediately by written notice to you:

- (a) if you commit a material breach of these App Terms;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions..

7.2 On termination for any reason:

- (a) all rights granted to you under these App Terms shall cease;
- (b) you must immediately cease all activities authorised by these App Terms, including your use of any Services;
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so;
- (d) you are on notice that we may notify your company that these App Terms have been terminated by us this may permit us (under the terms of our agreement with your company) to terminate that agreement.

8. **COMMUNICATION BETWEEN US**

8.1 If you wish to contact us then send an e-mail to hello@truckulus.com.

8.2 If we have to contact you or give you notice in writing, we may do so by e-mail or through the Service.

9. **EVENTS OUTSIDE OUR CONTROL**

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these App Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these App Terms:

- (a) our obligations under these App Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under these App Terms may be performed despite the Event Outside Our Control.

10. **OTHER IMPORTANT TERMS**

- 10.1 We may transfer our rights and obligations under these App Terms to another organisation, but this will not affect your rights or our obligations under these App Terms.
- 10.2 You may not transfer your rights or obligations under these App Terms to another person.
- 10.3 If we fail to insist that you perform any of your obligations under these App Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.4 Each of the clauses of these App Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 10.5 Please note that these App Terms, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.