

TRUCKULUS COMMERCIAL SERVICE TERMS

OUR TERMS

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Content: the data and information comprised in the fleet management service as made available from time to time via the Truckulus website;

Customer Data: data entered onto the Service by you by your Users, including your routes (but not tracking data);

Event Outside Our Control: is defined in clause 11.2;

Order: your order for the Service;

Service: online access to the Content;

Service Access Terms: the terms we apply to access to the Service by your customers accessible at truckulus.com;

Specifications: the minimum specifications required to access the Content from time to time which are as set out on Our website;

Terms: the terms and conditions set out in this document; and

Subscriptions: the user subscriptions purchased by you pursuant to clauses 3 and 4 which entitle Users to access and use the Services in accordance with this agreement. Each user subscription allows one concurrent User to access the Service. Each Subscription can be shared between Users, but each User accessing the Service at the same time will need a unique Subscription.

Users: your employees, agents and independent contractors authorised by you to use the Services.

We/Our/Us: TRUCKULUS LTD (England and Wales company number 09455131) with our registered office at Innovation Birmingham Faraday Wharf, Holt Street, Birmingham, England, B7 4BB.

- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms on which We allow you to access the Service. Please ensure that you read these Terms carefully. If you are paying for the Service a contract will be formed once We have received payment from you for the correct sum based on the number of Subscriptions in your order. If you accessing the Service using only one Subscription (which is not currently chargeable), a contract will be formed when We either (i) contact you to permit you access to the Services; or (ii) We start to provide the Services to you.

3. SUBSCRIPTIONS

- 3.1 If you have only one Subscription, We do not charge any Fees.
- 3.2 If you have more than one Subscription, We charge you Fees. Your first Subscription is not subject to Fees, but for each additional Subscription, the Fees will as set out in the Fee Tariff at the end of these Terms.
- 3.3 Subject to you paying for the Fees (where chargeable under clause 3.2), and compliance with these Terms, We give you a non-exclusive, non-transferable right to permit the Users to use the Services during the Subscription Term solely for your internal business operations.
- 3.4 This does not stop you from allowing your third party customers access to the Service subject to their compliance with the Service Access Terms.
- 3.5 You agree:
- (a) the maximum number of Users that you authorise to access and use the Services at any one time will not exceed your number of Subscriptions;
 - (b) Subscriptions are based on concurrent users and you can share each Subscription between Users provided at all times you have sufficient Subscriptions for each concurrent user;
 - (c) you will keep secure and ensure that all Users will keep their password confidential;
 - (d) you will not access all or any part of the Service in order to build or provide a product or service which competes with the Service.
- 3.6 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, tell us promptly of any unauthorised access or use.
- 3.7 You own Customer Data and you will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 3.8 Whilst periodic back-ups of some of the data stored by the Service are carried out, We do not guarantee that these will be done. You agree not to rely on this and you will retain your own back-ups of this information as necessary and appropriate for your own business purposes.

4. CHARGES AND PAYMENT

- 4.1 You will pay the Fees to Us for the Subscriptions in accordance with this clause 4.
- 4.2 When you pay Fees, you will provide us with credit card details. You will keep these details up to date and complete and will ensure that we have details of a valid credit card at all times.
- 4.3 You authorise Us to bill this credit card for your Fees on renewal of your current subscription period (monthly or annually). If you do not want your current subscription period to be renewed (and the Fees paid), you must terminate this agreement with us or reduce your Subscriptions to one via the Service.

- 4.4 If We do not receive payment within 7 days after the renewal date, and without prejudice to our other rights and remedies We may, without liability to you, disable your password, account and access to the Services and We will be under no obligation to provide any or all of the Services while the Fees for renewal remain unpaid.
- 4.5 All amounts and fees stated or referred to in these Terms:
- (a) will be payable in pounds sterling;
 - (b) are, non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which will be added at the appropriate rate.
- 4.6 We can increase the Fees at the start of each **Subscription Period** on 30 days' prior notice to you as notified through the Service and the Fee Tariff will be deemed amended accordingly.

5. CHANGES TO TERMS

- 5.1 We may revise these Terms to take into account changes in the law or regulatory requirements. You can choose to cancel the contract in accordance with clause 12.

6. PROVIDING SERVICES

- 6.1 We do not guarantee that the Service, or any Content, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Service without notice. We will not be liable to you if for any reason our Service is temporarily unavailable.
- 6.2 We will make every effort to make the Services available at all material times. However, there may be delays, interruptions or other issues due to an Event Outside Our Control. See clause 11 for Our responsibilities when an Event Outside Our Control happens.
- 6.3 While We will make the Services available, you will need to have equipment that meets the Specifications and an appropriate internet connection. We are not responsible for your internet service and whether it has sufficient bandwidth, or any restrictions or limitations imposed by your internet service provider and/or arising out of your equipment.
- 6.4 We cannot guarantee that the data in the Content 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 in the vehicle and is switched on, whether GPS is enabled and/or available, network connectivity, data connectivity, network issues, bandwidth, spurious data created by users, malicious activity by third parties and various other factors. Whilst We are working to provide the best possible service, you should be aware of potential limitations of this technology.
- 6.5 We may have to suspend the Service if We have to deal with technical problems and routine maintenance. Where possible, we will try to let you know in advance through the service where this occurs, unless the problem is urgent or an emergency.

- 6.6 We do not promise that the Service will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy or Confidential Information.
- 6.7 We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose.

7. IF THERE IS A PROBLEM WITH THE SERVICE

- 7.1 In the unlikely event that there is any defect with the Services please contact Us and tell Us as soon as reasonably possible and We will try to fix the issue.

8. RIGHTS IN CONTENT

- 8.1 You licence Us to use the Customer Data (even after this contract ends) (i) to provide the Service and other services we may provide to you; and (ii) for our internal business purposes.
- 8.2 We (or our licensors) own the Content (other than 'Customer Data') accessible through the Service ('Protected Material').
- 8.3 You will not reproduce in whole or in part, or use in any other way the Protected Material or any other intellectual property rights accessible through the Service (save that you are permitted to produce reports generated by the Service for your own internal business purposes).
- 8.4 We only supply the Service for use by your business and for access by your customers subject to them complying with the User Access Terms. You agree not to use the Service or the Protected Material for any other commercial, business or re-sale purpose.
- 8.5 We own (or are licensed to use) all intellectual property and other rights in the Website.

9. DATA PROTECTION

- 9.1 We will use personal information provided to Us to:
- (a) provide the Service; and
 - (b) as set out in more detail in Our privacy policy available on our website.
- 9.2 If We process any personal data on your behalf under these Terms, the parties record their intention that you will be the data controller and we will be a data processor and in any such case:
- (a) although, in practice, we expect to be storing personal data primarily within the EEA, you agree that the personal data may be transferred or stored outside the EEA or the country where you and the Users are located in order to carry out the Service and Our other obligations under this agreement;

- (b) you will ensure that you are entitled to transfer the relevant personal data to Us so that We may lawfully use, process and transfer the personal data in accordance with this agreement on your behalf;
- (c) you will ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (d) We will process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by you from time to time; and
- (e) each party will take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

10. OUR LIABILITY TO YOU

10.1 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).

10.2 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.

10.3 IF YOU HAVE ONLY ONE SUBSCRIPTION AND ARE NOT PAYING FEES, THEN THIS CLAUSE 10.3 APPLIES (INSTEAD OF CLAUSE 10.4) - You recognise that we do not charge you for access to the Service and due to the nature of the Service and the Content you accept (to the extent permitted by law) that we will not be liable to you under or in connection with these Terms (including your use of any Service) whether in contract, tort (including negligence) or otherwise.

10.4 IF YOU HAVE MORE THAN ONE SUBSCRIPTION, THEN THIS CLAUSE 10.4 APPLIES (INSTEAD OF CLAUSE 10.3) - Due to the nature of the Service and the Content you accept (to the extent permitted by law) that our liability to you under or in connection with these Terms (including your use of any Service) whether in contract, tort (including negligence) or otherwise will be limited to the total Fees paid for the Subscriptions during the 12 months immediately preceding the date on which the claim arose. This does not apply to the types of loss set out in clause 10.1.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
 - (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. We may cancel the contract if the Event Outside Our Control continues for longer than 2 weeks in accordance with Our cancellation rights in clause 12.

12. YOUR RIGHTS TO TERMINATE THESE TERMS

- 12.1 You can terminate your current Subscriptions at any time through the Service effective at the end of the current Subscription Period. Any Fees paid for this Subscription Period will not be refundable.

13. OUR RIGHTS TO CANCEL

- 13.1 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time (i) to be effective as of the end of the current Subscription Period without further liability to you; or (ii) at our option to be effective 1 month from the date of such notice provided we refund you on a pro rata basis for each complete month left of your Subscription as of the effective date of termination.
- 13.2 We may suspend the Service or terminate this contract at any time with immediate effect if you are in breach of this contract.

14. INFORMATION ABOUT US AND HOW TO CONTACT US

- 14.1 If you wish to contact Us please do so at hello@truckulus.com.

15. TERMINATION

15.1 You may terminate the Agreement for breach if we materially fail to provide the Services as agreed and do not remedy that failure within one month of your written notice describing the failure.

16. OTHER IMPORTANT TERMS

16.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will notify you by email or through the Service if this happens, but this will not affect your rights and obligations under these Terms.

16.2 This contract is between you and Us. No other person will have any rights to enforce any of its terms.

16.3 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.4 If We fail to insist that you perform any of your obligations under these 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.

16.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

FEE TARIFF

If you only have one Subscription, we do not make a charge.

For each Subscription more than one, our Fees are:

£