

TRUCKULUS SERVICE ACCESS 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(s);

Event Outside Our Control: is defined in clause 8.2;

Order: your order for the Services;

Service: online access to the Content;

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

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. These Terms will become binding on you and Us when We either (i) contact you to permit you access to the Services; or (ii) We start to provide the Services to you; at which point a contract will come into existence between you and Us.

- 2.2 We do not charge for access to the Service at this stage. We reserve the right to charge in the future.

3. CHANGES TO TERMS

- 3.1 We may revise these Terms to take into account changes in the law or regulatory requirements. Please check back here from time to time for any changes. You can choose to cancel the contract in accordance with clause 9.

4. PROVIDING SERVICES

- 4.1 We do not guarantee that the Service, or any Content, will always be available or be uninterrupted. Access to our Service is permitted on an "as is" and temporary basis. 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 unavailable.

- 4.2 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 8 for Our responsibilities when an Event Outside Our Control happens.
- 4.3 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.
- 4.4 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.
- 4.5 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.

5. IF THERE IS A PROBLEM WITH THE SERVICE

- 5.1 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.

6. RIGHTS IN CONTENT

- 6.1 We (or our licensors) own the Content accessible through the Service (together 'Protected Material').
- 6.2 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).
- 6.3 We only supply the Service for use by your haulage provider and for your own business. You agree not to use the Service or the Protected Material for any other commercial, business or re-sale purpose.
- 6.4 We own (or are licensed to use) all intellectual property and other rights in our website.

7. OUR LIABILITY TO YOU

- 7.1 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).

7.2 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.

7.3 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. This does not apply to the types of loss set out in clause 7.1.

8. EVENTS OUTSIDE OUR CONTROL

8.1 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.

8.2 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.

8.3 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.

8.4 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 9.

9. YOUR RIGHTS TO CANCEL

9.1 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice and all rights to access the Service will end.

10. OUR RIGHTS TO CANCEL

10.1 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time.

10.2 We may suspend the Service or terminate this contract at any time with immediate effect if you are in breach of this contract.

11. INFORMATION ABOUT US AND HOW TO CONTACT US

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

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 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.

13. OTHER IMPORTANT TERMS

13.1 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 obligations under these Terms.

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

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

13.4 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.

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