

Terms & Conditions

Qargo Tech Limited, a company registered in England and Wales under company number 11390525, whose registered office is at 1 The Oaks, Mill Farm Courtyard, Milton Keynes, Buckinghamshire, England MK19 6DS, hereinafter referred to as 'Qargo', 'Company' or 'We' set out the following terms and conditions upon which Qargo offers a Qargo User, herein referred to as 'You', 'Your', 'User' or 'Customer' a licence to use qargo.io ('Site'). These Terms shall remain in full force and effect to the extent that a Qargo User makes use of the Site unless terminated by You or by Qargo in accordance with the Terms herein.

Contents

1. [Definitions & Interpretations](#)
2. [General](#)
3. [Supply of Service](#)
4. [Scope of Authorised Use](#)
5. [Data Protection & Confidentiality](#)
6. [Warranties](#)
7. [Limitations & Exclusions of Liability](#)
8. [Charges & Payments](#)
9. [Term & Termination](#)
10. [Consequence of Termination](#)
11. [Force Majeure](#)
12. [Third Party Interactions](#)
13. [Law & Jurisdiction](#)
14. [Schedule 1: Service Level Agreement \(“SLA”\)](#)

1. Definitions & Interpretations

1.1. Definitions

“APP” shall mean the mobile application of the Product through which the Services can be used;

“Authorised User” means any employee of the Customer authorised by the Customer to access and use the Services (wholly or in part);

“Business Day” means each day which is not a Saturday or Sunday or a bank or public holiday in England;

“Charges” means Qargo’s charges for the Services, as agreed between the parties and as set out in Proposal, together with such other additional charges as may be agreed between the parties from time to time;

“Customer Data” means all data, information and material input or uploaded to any Product or transmitted through the Service by You and/or any User;

“Effective Date” means the start date of the Initial Term that is laid out in the Proposal;

“Initial Term” has the meaning set out in Clause 3.2;

“Intellectual Property” means any and all patents, copyrights (including future copyrights), design rights, trade marks, service marks, domain names, trade secrets, know-how, database rights, and all other intellectual property rights, whether registered or unregistered, and including applications for any of the foregoing and all rights of a similar nature which may exist anywhere in the world;

“Product(s)” means the Qargo product(s) set out in the Proposal;

“Proposal” means a statement of work, quotation or other similar document describing the service(s) to be provided by Qargo;

“Renewal Term” has the meaning set out in Clause 3.2;

“Site” refers to: qargo.com

“Service” means the service to be provided by Qargo consisting of provision of access to the Product(s) on a software as a service (SaaS) basis;

“Software” means any software owned by or licensed to Qargo or any of its Group Members and which forms part of, or is used in the provision of, any Product or the Service.

“Term” shall mean the initial or renewed term – i.e. year – during which the Customer can make use of the App and Services, as selected by the Customer when ordering the Services;

“Third party provider” means a party that is not Customer or Qargo, that provides software, products, services, data or a platform which may be used in connection with the Product or Services.

1.2 Interpretation

In this Agreement (including the introduction and schedules) unless the context otherwise requires:

- a) reference to a person includes a legal person (such as a limited company) as well as a natural person
- b) Clause headings are for convenience only and shall not affect the construction of this Agreement;
- c) reference to "including" or any similar terms in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
- d) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation.

2. General

2.1. By using the Site, You agree to be bound by these Terms and all applicable Legislation and Codes governing its use. These Terms form a legally binding agreement between You and Qargo in relation thereto and apply to all Qargo Users as applicable.

2.2. You should read these Terms carefully and ensure that You understand their effect before proceeding to use the Qargo Site. If You disagree with any part of these Terms, do not use the Site for the purpose of accessing the Qargo Services. If You violate these Terms, Qargo may terminate Your use of the Site, bar You from future use of the Site and/or take appropriate legal action against You.

2.3. We reserve the right to make reasonable modifications to these Terms at any time without notice. Any material changes We may make to these Terms in the future will be posted on this page and, where appropriate, notified to You by e-mail or when You next start the Site to access the Qargo Services, the new terms may be displayed on-screen and You may be required to read and accept them to continue. What constitutes a "material" change will be solely determined by Qargo in good faith and using common sense and reasonable judgment. You agree that Qargo will treat Your use of the Site to access the Qargo Services as acceptance of the Terms herein including Your continued use subsequent to any changes.

3. Supply of Service

3.1. Qargo shall provide the Services to the Customer with reasonable skill and care on the terms and conditions of this agreement.

3.2. The Services supplied under this agreement shall be supplied for the period set out in the Proposal (**Initial Period**), and unless terminated by either party by no less than 30 days' notice at the end of the Initial Period or Renewal Period, renewing thereafter for successive terms of 12 months (each a **Renewal Term**) unless this agreement is terminated earlier in accordance with Clause 9.

3.3. By using the Services, the Customer consents to processing of the Customer Data in accordance with this agreement and warrants that it has the right to disclose such personal data to Qargo and that all such personal data is and will be maintained as accurate.

3.4. Qargo may change part or all of any Services at its discretion, including the manner in which they are provided. However should there be any changes that have a material adverse effect to the Services provided to the Customer, Qargo shall notify the Customer of the change in writing.

4. Scope of Authorised Use

4.1. Subject to full payment of the applicable fees and subject to the other provisions of this Agreement, You are granted non-exclusive, non-transferable license, for the term of this Agreement, to use the Product(s) and Service as laid out in the Proposal and in accordance with any other restrictions there set out. Without prejudice to Clause 4.2, You may not sub-license the right to access and/or use any Product or the Service to any third party. You are licensed to access and use only the Product(s) set out in the

Proposal and may do so only by means of the Service. Except as expressly set out in this Agreement, all rights in and to the Product(s), Service and Software are reserved to Qargo Tech Ltd.

4.2. Only You are licensed to access and use the Product(s) and Service and solely for Your internal business purposes. Use by You includes use by:

- a) Your employees;
- b) any contract staff who are working for You; and
- c) any other person working with, or on behalf of, You;

provided that, in each of these cases, the person concerned is accessing and using the Product(s) and Service exclusively on Your behalf, for the above purposes.

4.3. You shall not:

- a) except as expressly permitted by this Agreement, permit any third party to access or use any Product or the Service or use the same on behalf of any third party;
- b) copy, translate, modify, adapt or create derivative works from any Product or the Service;
- c) attempt to discover or gain access to the source code for the Software or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software (except strictly to the extent that You are permitted to do so under applicable law in circumstances under which Qargo is not lawfully entitled to restrict or prevent the same), including in order to:
 - i) build a competitive product or service;
 - ii) build a product using similar ideas, features, functions or graphics of the Service; or
 - iii) copy any ideas, features, functions or graphics of the Service;
- d) attempt to interfere with the proper working of any Product, the Service or Software and, in particular, must not attempt to circumvent security, license control or other protection mechanisms, or tamper with, hack into or otherwise disrupt any Product, the Service or Software or any associated website, computer system, server, router or any other internet-connected device;

e) amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, any Product, the Service or Software; or

f) use the Service to:

i) upload, store, post, email, transmit or otherwise make available any content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise impersonate any person or entity or otherwise misrepresent Your relationship with any person or entity;

ii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Data transmitted through the Service;

iii) engage in any fraudulent activity or further any fraudulent purpose;

iv) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United Kingdom or any foreign government as a foreign terrorist organisation;

and you shall not permit any Authorised User or other third party to do any of the foregoing.

Breach by You of (one of) these provisions will result in Qargo blocking and/or deactivations Your access to the Product. No refund or fees paid in advance shall be due in respect of any unexpired portion of the then-current term.

5. Data Protection & Confidentiality

5.1. In respect of any Personal Data (as defined in the Data Protection Act 2018 ('2018 Act')) processed by Qargo pursuant to the Qargo Services, Qargo warrants and undertakes that it complies, and will continue to comply with, all applicable Data Protection Law, including the 2018 Act, any regulations made thereunder and any guidance notes or guidelines issued by the Information Commissioner and, shall comply at all times with the terms and conditions of the Privacy Policy which apply in full to Your use of the Site. Qargo may release Customer information if required by law, or if the

information is necessary or appropriate to release to stop or prevent the taking place of an unlawful or harmful activity.

6. Warranties

6.1. Qargo warrants that:

- a) it has the right to enter into this Agreement and to provide the Service as contemplated by this Agreement;
- b) the Product(s) and Service shall, under normal operating conditions, substantially conform to the functionality described in the specification set out in the Proposal.
- c) the support and maintenance services shall be performed with reasonable care and skill.

6.2. If any of the warranties in clause 6.1 is breached, You must notify Qargo as soon as possible. You must give Qargo a reasonable time to fix the problem and (if necessary) to make available a corrected version of the Product(s) and/or Service (as the case may be) or a reasonable way to work around the problem that is not materially detrimental to You, or to re-perform any relevant services. This will be done without any additional charge to You.

6.3. From time to time, delivery of the Service and Product may be delayed due to scheduled or unscheduled maintenance or factors beyond Qargo's control, and failure to deliver the Services and Product in such event or events shall not constitute a breach of the Agreement.

6.4. Qargo shall ensure that its provision of the Product(s) and Service to its customers generally, and You shall ensure that Your use of the Product(s) and Service, complies, in all respects, with all applicable national, international and regional laws, statutes, ordinances, rules, regulations, administrative interpretations, orders, injunctions, judgments, directives, decisions, decrees (including all codes of practice and guidance issued by any governmental, regulatory or other competent authority) ("**Applicable Laws**").

7. Limitations & Exclusions of Liability

7.1. Nothing in this Agreement will:

- a) limit or exclude any liability for death or personal injury resulting from negligence;
- b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- c) limit any liabilities in any way that is not permitted under applicable law; or
- d) exclude any liabilities that may not be excluded under applicable law.

7.2. The limitations and exclusions of liability set out in this Clause 8 and elsewhere in this Agreement:

- a) are subject to Clause 7.1; and
- b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

7.3. Subject to clause 7.2, Qargo shall not be liable to the Customer for any:

- a) loss of profits or anticipated savings;
- b) loss of sales, turnover, revenue or business;
- c) loss of customers, contracts or opportunity;
- d) loss of or damage to reputation or goodwill;
- e) loss of any software or data;
- f) loss of use of hardware, software or data;
- g) loss of waste of management or other staff time; or
- h) indirect, consequential or special loss;

arising out of or relating to this Agreement.

7.4. Subject to Clauses 7.2 and 7.3, Qargo's total liability arising out of or relating to this Agreement or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited, in respect of each 12-month

period calculated from the Effective Date (each a “Contract Year”), to the total of all amounts payable by You under this Agreement during such Contract Year.

8. Charges & Payments

8.1. The Customer shall pay the Charges for the Services in accordance with this agreement.

8.2. Without prejudice, Qargo may after 12 months from the Effective Date alter the level of Charges or the payment terms from time to time upon no less than 60 days' notice to the Customer. Where any increase in the Charges exceeds 2% above any increase over the previous 12 months in the Retail Price Index published by the Office for National Statistics, or the Charges are increased on more than one occasion in any 12 month period, within 30 days of receiving such notice, the Customer may notify Qargo in writing that it wishes to terminate this agreement with effect from the date of any proposed change in the Charges. Qargo may then either (i) agree that this agreement shall terminate as at the date of the proposed change or (ii) withdraw its notice of the proposed changes to the Charges and/or the payment terms. In the case of (ii), this agreement will not terminate as a result of the Customer's notice. If no such notice is received from the Customer, then the Customer shall be deemed to have accepted the changes proposed by Qargo.

8.3. All Charges quoted to the Customer for the provision of the Services are exclusive of any VAT.

8.4. Qargo will invoice the Charges to the Customer on the first day of the Initial Term or Renewal Term on an annual basis for payment within 30 days, unless expressly stated in the invoice and/or agreed to previously in writing. Sums shall be paid in full without set off or deduction. Qargo reserves the right to make first provision of the Services subject to receipt of payment for the first year of this agreement.

8.5. No payment shall be deemed to have been made until Qargo has received such payment in cleared funds from the Customer.

8.6. If the Customer fails to pay Qargo any Charges due pursuant to this agreement, then without prejudice to its other rights and remedies, Qargo shall be entitled to charge interest (both before and after any judgement) on the outstanding amount at the rate permitted by law from time to time, accruing on a daily basis and compounded quarterly, from the due date until the outstanding amount is paid in full.

8.7. If the Customer fails to pay any sums due within the number of days set out in Clause 8.4 (subject to any separate agreement in writing between the parties from time to time), Qargo shall notify the Customer but reserves the right to immediately disable the account and temporarily suspend the provision of the Services to the Customer until such time as any outstanding invoices have been settled in full in cleared funds, whereupon the Services will be reinstated. Suspension is without prejudice to Qargo's right to terminate this agreement in accordance with Clause 9.

9. Term & Termination

9.1. This Agreement shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for an initial term of the duration set out on the Proposal ("Initial Term") and thereafter renew automatically for successive terms of 12 months (each a "Renewal Term") unless and until terminated by either party giving the other not less than 30 days' prior notice to that effect (such notice to expire at the end of the Initial Term or any subsequent Renewal Term only).

9.2. Either party may terminate this Agreement, at any time, by giving the other written notice if the other:

a) materially breaches any term of this Agreement and it is not possible to remedy that breach;

b) materially breaches any term of this Agreement and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so;
or

c) becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so.

For the purposes of this Clause 9.2, in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

9.3. Without prejudice to Clause 9.1, Qargo may, in addition, and without liability, terminate this Agreement, or alternatively, may suspend access to and use of any Product and/or the Service, by giving You written notice if:

- a) any invoiced amount (not then-currently being disputed in good faith) is outstanding beyond the due date for payment;
- b) any provision of Clause 4 is breached; and/or
- c) You are in persistent or repeated breach of any of Your obligations under this Agreement (whether or not it is the same obligation that is breached and whether or not such breaches are remedied).

10. Consequence of Termination

10.1. Upon termination of this Agreement for any reason:

- a) You shall immediately cease to access, and discontinue all use, of the Product(s) and Service; and
- b) all amounts payable to Qargo by You shall become immediately due and owing. For the avoidance of doubt, no refund of fees paid in advance shall be due in respect of any unexpired portion of the then-current term.

10.2. The termination of this Agreement for any reason will not affect:

- a) any accrued rights or liabilities which either party may have by the time termination takes effect.

11. Force Majeure

11.1. Neither party will be liable to the other for any breach of this Agreement which arises because of any circumstances which the defaulting party cannot reasonably be expected to control (which shall include interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of

the foregoing but, for the avoidance of doubt, shall not include shortage or lack of available funds), provided that the defaulting party:

- a) notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely breach;
- b) uses reasonable efforts to mitigate the effects of the circumstances and breach so as to minimise or avoid the breach;
- c) uses reasonable efforts to resume performance as soon as reasonably practicable; and
- d) could not have avoided the breach by taking steps that it ought reasonably to have taken in light of the matters known to it before the circumstances arose.

12. Third Party Interactions

12.1. You may enforce these Terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 ('Act'). Except as provided above, these Terms do not create any right enforceable by any person who is not a party to it under the Act, but do not affect any right or remedy that a third party has which exists or is available apart from that Act.

13. Law & Jurisdiction

13.1. All of these Terms are governed by the laws of England and Wales and any disputes arising in relation to these Terms and/or the Site are subject to the exclusive jurisdiction of the English Courts.

Schedule 1: Service Level Agreement (“SLA”)

This document contains the supplementary provisions on availability, maintenance, support services and response times for Qargo TMS. Please read this SLA carefully as it is the version in force at the time you enter into the service contract. If you have questions or comments about this agreement, please do not hesitate to contact us.

1. Scope of SLA

1.1. This SLA shall apply to the Software-as-a-Service (“SaaS”) services provided by Qargo Tech Ltd (“Qargo”). Qargo makes every possible endeavor to provide customers with constant access to the Qargo TMS platform. This SLA contains the provisions on the rights and remedies for the customer in the event that it experiences a service interruption as a result of failure on Qargo's behalf.

2. Availability of the Service

2.1. Qargo guarantees 99% availability of the software provided based on a monthly basis (“Monthly Uptime”).

2.2. Monthly Uptime is the percentage of total possible minutes Qargo was available, excluding factors laid out in section 2.3, in a given month and is calculated as follows:

$$\text{Monthly Uptime} = 1 - (\text{monthly downtime minutes} / \text{total possible monthly minutes})$$

2.3. Excluded from the Monthly Uptime requirements are times in which the server cannot be reached due to other technical problems beyond the control of Qargo (in particular force majeure, third party negligence). Also excluded are scheduled maintenance work (e. g. updates to the software) which either take place outside of the normal business hours (Monday to Friday between 8:00am to 6:00pm local UK time taking into account the public bank holidays in England) or were announced in advance in accordance with section 2.4.

2.4. Qargo is entitled to interrupt the availability of the software for maintenance purposes and due to other technical requirements. Maintenance work will be carried out, whenever possible, outside of the normal business hours. If a maintenance action results in an interruption of more than 30 minutes of use of the software during Normal Business Hours, Qargo will announce this maintenance work by email. The announcement will be made at least 48 hours in advance. Upon customer request, the

announced maintenance work can be postponed if this is technically and economically reasonable from the perspective of Qargo.

2.5. Any disruption of the system availability must be reported by the customer without undue delay after it has become known. In case of reports and disruptions of the system availability which are received within the support hours (Monday to Friday between 8:00am to 6:00pm local UK time taking into account the public bank holidays in England), Qargo will ensure the reaction times laid out in section 3.

3. Support Levels

3.1. Qargo will, as part of the Subscription Services and at no additional cost to the Customer, provide the Customer with Support Services during Normal Business Hours whereby the Customer may submit support queries to Qargo by emailing support@qargo.com or via the online chat box. Qargo may amend the nature of its Support Services from time to time.

3.2. Service Level Requests will be broken into 3 priority levels with associated response times:

Service Level Request	Priority Level	Response Time	Description
SLR1	High	Within 1 hour from the initial request	Where some function of the Service is unavailable causing significant impact to business operations
SLR2	Medium	Within 4 hours from the initial request	Non-critical part of the Service is unavailable
SLR3	Low	Within 2 working days from the initial request	Minor problem or inconvenience

3.3. Support excludes diagnosis and rectification of any problems resulting from any of the following:

3.3.1. modifications to the Qargo Software not performed or directed by Qargo;

3.3.2. the failure by the Customer to implement recommendations and solutions to problems previously advised by Qargo; or

3.3.3 deficiencies of the Customer's facilities

4. Service Level Credits

4.1. If Qargo does not meet the Monthly Uptime of 99%, Qargo will offer financial credits. The financial credits represent a sum calculated as a percentage of your monthly subscription fees (for annual subscriptions, this would be Annual Subscription Fee divided by 12) that will be credited to your future invoice.

4.2. Financial credits are calculated as follows:

Financial Credits = (99 - actual monthly uptime) x 5% of Monthly Subscription Fee

Formula shall be read as follows:

Guaranteed uptime amounting to 99 minus actual monthly uptime, the difference between these values multiplied by 5% of the Monthly Subscription Fee

For example, if the actual monthly uptime is 98.5%, you would be eligible to receive: $(99 - 98.5) \times 5\%$ of Monthly Subscription Fee = 2.5% of your Monthly Subscription Fee

4.3. The maximum amount of credits that can be awarded by Qargo shall not exceed 100% of the Monthly Subscription Fees payable to Qargo (for annual subscriptions, this would be Annual Subscription Fee divided by 12)