



1. These Terms

- 1.1 These terms and conditions (“**Terms**”) apply to all goods and Services provided by Fleetify including any subscription to Fleetify’s services, and purchase or rental of telematics devices.
- 1.2 By subscribing to the Fleetify platform (“**Platform**”), you acknowledge that you have Terms read and accept these Terms. The text of the Terms will be made available to you before registering with Fleetify and are attached to our Order Form for goods and services.
- 1.3 The subscription will start on the start date specified in the Order Form, subject to payment of the required subscription fee as set out in the Order Form.
- 1.4 Fleetify reserves the right, at its sole discretion, to change or modify these Terms. In such event, the changes or modifications will be made available through the website, the Fleetify account, email notification, or through other reasonable means. You may be requested to accept the new Terms. If you do not agree with the new Terms, you will be entitled to terminate your subscription on the next renewal date and pending such date the previous terms will apply.

2. The Services

- 2.1 Our services (“**Services**”) consist of access to our Platform and the provision of certain hardware. The Platform collects and analyses real time information on usage and operations of vehicles and driving. These connected services are enabled by use of our telematics devices (an OBD dongle) (“**Hardware**”), which transmit data over a secure connection to the Fleetify cloud. By using the Fleetify application on your web browser, mobile phone, tablet and other wearables or using the Fleetify Platform, you have access to the collected data and analysis results. Drivers and vehicle users (“**Drivers**”) will also have access to a Fleetify mobile app which enables Drivers to see their own trip history and other information.
- 2.2 Our Platform may only be accessed by those users authorised by you in accordance with this agreement (“**Authorised Users**”). The maximum number of Authorised Users we permit to access the Platform will be at our discretion. The maximum number of Drivers whose data is provided to the Platform will be limited in accordance with your subscription and the number of Hardware devices you have purchased or leased from us.
- 2.3 Fleetify reserves the right to make the Services and Platform (temporarily) unavailable, or to restrict the use thereof, without prior notification to you, for (preventive) maintenance or the carrying out of modifications or improvements.

2.4 Fleetify reserves the right to, temporarily or permanently, either modify or discontinue (part of) the Services, including any features therein, at any time with or without prior notice to you, such without being liable to you or any third party. Any new features that enhance or otherwise change the then current version of the Service shall also be subject to these Terms.

3. Fleetify account information

3.1 When you set up your account you will be provided with or permitted to choose one or more usernames and you will be required to set a password for your Authorised Users.

3.2 Authorised Users may not transfer or share their login details with another person. Any communication that is received through User's Fleetify account is, without further inquiry, assumed to be made by you.

3.3 Fleetify reserves the right to temporarily or permanently disable all or part of the Services and/or terminate your Fleetify account or prevent access thereto, if Fleetify is in the opinion you are acting unlawful or you have violated these Terms.

4. Price and Payment

4.1 In order to use the Services, a subscription with Fleetify is required. Fleetify's fees and charges may include: the cost of your subscription, the cost of leasing or purchasing our Hardware and the cost of any implementation or professional services.

4.2 You will be required to pay the applicable charges as set out in the Order Form or agreed between you and Fleetify by direct bank transfer, direct debit or using a debit or credit card. If payment is outstanding we reserve the right to suspend access to the Services.

4.3 Fleetify will be entitled to increase applicable fees from the date of any renewal ("**Renewal Date**") by an amount not exceeding the increase in the Retail Prices Index in the 12 months up to that Renewal Date.

4.4 Fleetify will be entitled to increase the applicable fees from any Renewal Date by an amount exceeding the increase in the Retail Prices Index in the 12 months up to the Renewal Date by giving you not less than 30 days prior notice expiring on the Renewal Date provided that you will be entitled to terminate this Agreement by giving not less than 14 days' notice expiring before the relevant Renewal Date without further liability.

4.5 We reserve the right to charge you interest in respect of the late payment of any sum due under this agreement (after as well as before judgment) at the rate of 4 per cent per annum above the base rate from time to time of the Bank of England from the due date therefore until payment.

4.4 You acknowledge and accept that, until the subscription is terminated in accordance with these Terms, you will be obliged to pay the associated fees and/or prices (as far

as applicable), even if you do not use all or any part of the Services. If you fail to pay any applicable fees, Fleetify also has the right to disable all or part of your access to the Services and/or terminate your Fleetify account.

4.5 Unless explicitly indicated otherwise, all prices are in GBP and excluding VAT, delivery or shipping costs and/or other charges imposed or to be imposed by government (e.g. customs clearing costs).

4.6 Fleetify reserves the right to amend its subscription fees and prices in advance of any Renewal Date.

5. **Hardware**

5.1 Fleetify's Services require the use of our Hardware devices. Hardware must be leased or purchased from Fleetify, and the applicable charges for lease or purchase of the Hardware will be set out in the Order Form. Unless otherwise specified in the Order Form a lease of Hardware will be for a period of 12 months.

5.2 We warrant that the Hardware will conform with its description and will be free from defects in design, materials and workmanship for a period of 12 months after the date of delivery ("**Hardware Warranty**").

5.3 Indicated delivery dates or terms are estimates only and do not bind Fleetify or its official resellers in any way.

5.4 If Hardware is leased to you it will at all times remain the exclusive ownership of Fleetify.

5.5 If you have purchased Hardware, title to Hardware shall pass to you on payment in full of the price for the Hardware and any other sums which may then be due. Risk in the Hardware will pass on delivery.

5.5 Renewal of the subscription with Fleetify does not automatically entail the delivery of new or additional Hardware. The Hardware may not be used without a Fleetify subscription, if the subscription is not renewed, the Hardware will automatically stop transferring and uploading new data.

5.6 If the device is not functioning properly, you may contact Fleetify. If the warranty period under the Hardware Warranty has expired, you will be responsible for the replacement cost of Hardware. If you have leased Hardware we will replace any faulty or damaged Hardware but we will be entitled to charge you for the cost of replacement if the Hardware is damaged due to misuse or negligence on the part of you or your Drivers

5.7 If you have leased Hardware from us you are obliged to deliver the Hardware to us on expiry of your lease and if you fail to do so within 30 days of the expiry of your lease we will be entitled to charge for the full cost of replacement Hardware.

6. **Acceptable Use**

- 6.1 Subject to these terms and conditions we hereby grant to you a non-exclusive, non-transferable right to allow Authorised Users to use the Platform during the agreed subscription period (“**Subscription Period**”) solely for your internal business purposes (save as we may specify in the Order Form).
- 6.2 You are not permitted the use of the Service to supply services to any customer, client or third party save as specifically agreed in writing (subject to such conditions as may be specified).
- 6.3 You agree that you will not except as may be allowed by any applicable law which is incapable of exclusion by this Agreement between the parties and except to the extent expressly permitted under these terms or agreed between us in writing: a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; c) access all or any part of the Service in order to build a product or service which competes with the Service; d) provide the Service to third parties other than in the context of the delivery of your own services to such third parties; e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the Authorised Users or as otherwise permitted pursuant to the Order Form.
- 6.4 You, your Authorised Users and Drivers shall comply with any and all codes of conduct, policies or notices Fleetify provides or publishes in connection with the Services.
- 6.5 You are solely responsible for all data, information, feedback, suggestions, text, content or other materials (“**Content**”) uploaded, posted, transmitted, provided or otherwise made available in connection with or relating to the Service. By uploading, transmitting or making available the Content on or through the Platform or Services, you grant Fleetify with a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable and transferable license to reproduce, distribute, display, modify, publish or otherwise use the Content in connection with the Services.
- 6.6 You acknowledge and accept that Fleetify communicates with you by email, SMS, MMS or other text message services. You are responsible for keeping the account information up-to-date. You accept full responsibility in the event notifications by Fleetify are missed due to not updating the account information.

7. **Service Limitations**

- 7.1 The Services, including the Hardware, are not compatible in connection with cars that are not OBD-II / EOBD compliant, as set forth on [https:// www.scantool.net/ support/index.php?_m=knowledge- base&_a=viewarticle&kbarticleid=2](https://www.scantool.net/support/index.php?_m=knowledge-base&_a=viewarticle&kbarticleid=2).
- 7.2 In order for the Services, more specifically the Hardware to function: (a) a continuous properly functioning Internet connection is required and (b) the Hardware must be properly installed in the Driver’s vehicle. You acknowledge and agree that Fleetify

has no control over the Internet, third party networks or—services you may access in the course of the use of the Services, and therefore, delays and disruptions of such networks or service transmissions are beyond Fleetify’s control and Fleetify cannot be held liable in that respect.

8. Term, renewal and termination

8.1 Your subscription will continue for the initial minimum term as indicated in the Order Form (“**Initial Term**”) and, thereafter your subscription shall be automatically renewed for successive periods of 12 months (each a “**Renewal Period**”) with each Renewal Period starting on the date of expiry of the Initial Term and continuing for 12 months unless either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Period, in which case the Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period.

8.2 In addition to, but without prejudice to the other rights and remedies of each under this Agreement, a party may terminate this agreement in the following circumstances: a) in the event that either party fails to perform or comply with any of its material obligations under this Agreement and such failure is not remedied to the reasonable satisfaction of the other party within 30 days of written notification; or b) either party commits a material or persistent breach of the terms of this Agreement; or c) either party enters into insolvency

9. Liability

9.1 Fleetify will not in any circumstances have any liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: a) special damage even if we were aware of the circumstances in which such special damage could arise; b) loss of profits; c) loss of anticipated savings; d) loss of business opportunity; e) loss of goodwill; f) loss or corruption of data; e) any indirect or consequential losses.

9.2 Fleetify will not be responsible for or liable for any regulatory requirements or obligations of yours, although we will use reasonable endeavours to ensure that the Service operates within applicable regulatory requirements.

9.3 Fleetify will not be liable for any losses (including financial losses) arising from the integration of the Service with any other software or systems used by you.

9.4 Fleetify’s total liability, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to 100% of the fees and charges paid by you in the 12 months leading up to the date of the breach.

- 9.5 You agree that, in entering into this Agreement, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if you did rely on any representations, whether written or oral, not expressly set out in this Agreement) that you shall have no remedy in respect of such representations and (in either case) we shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.
- 9.6 Fleetify does not exclude liability for: death or personal injury caused by our negligence, or the negligence of our officers, employees, contractors or agents; fraud or fraudulent misrepresentation; breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or any other liability which may not be excluded by law.
- 9.7 Fleetify shall not be liable in the event of force majeure. Force majeure circumstances include (amongst others): war, fire, natural disasters, strikes, Internet or telecommunication, -connection or network problems, inability to secure transportation, faults or non-compliance of suppliers, partners or other services providers of Fleetify, governmental act or regulation, or any other event beyond Fleetify's reasonable control, whether or not foreseeable.
- 9.8 Fleetify's Services may link you to websites and/or applications on the Internet or include references to information, documents, software, materials and/or services provided by third parties. Such websites, applications and third parties are not under Fleetify's direct control, and you acknowledge that Fleetify is not responsible for the accuracy, legality and/or non-infringing nature of (the content on) such websites and applications, information or other services.

10. Privacy

- 10.1 Fleetify may process personal data to provide the Services. Fleetify processes personal data in accordance with its Privacy Policy, available at <http://www.fleetify.com/privacy-policy>. Please read the Privacy Policy to understand how Fleetify processes personal data.

11. Miscellaneous

- 11.1 The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 11.2 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which

achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

- 11.3 You not entitled to assign or otherwise transfer this agreement of any of your rights or obligations, nor are you permitted to sublicense the use (in whole or in part) of the Services without our prior written consent.
- 11.4 Headings to clauses in this agreement are for the purpose of information and identification only and shall not be construed as forming part of this agreement.
- 11.5 This agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the nonexclusive jurisdiction of the English courts.
- 11.6 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.