

CLAROTECH MOBILE APP LICENCE

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY INSTALLING THE CLAROTECH eDOCKETS APP YOU AGREE TO THESE TERMS.
IF YOU DO NOT AGREE TO THESE TERMS DO NOT INSTALL THE APP OR IMMEDIATELY DELETE AND REMOVE THE APP FROM YOUR MOBILE DEVICE

Who we are and what this Agreement does

Claro Logistics Applications Ltd trading as Clarotech (**We**).

We are a limited company registered in Ireland with company number 647601 and have our registered office at 40 Fitzwilliam Square West, Dublin 2. Our main trading address is 40 Fitzwilliam Square West, Dublin 2. We operate the website www.clarotech.io and Portal (**Website**)

We provide a web based service that connects 4G mobile network devices to a database (the **Service**) via a web based portal (**Portal**) in order to upload data to

- a record and manage work dockets associated with the regulated activity of transporting waste to registered / permitted waste reception facilities (**eDockets**)
- b record and manage work dockets associated with the transporting and delivery of goods
- c record and manage regulatory checks required to be performed and recorded on commercial vehicles (**VehicleCheck**)

To contact us, use the details on the "Contact Us" section of the Website

These Terms and conditions (**Terms**) apply to the order by you and supply of Service by us to you (**Contract**). They apply to the exclusion of any other Terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

The Contract is a licence to use the Clarotech eDockets mobile application software, (**App**) and any updates or supplements to it to access the Service and the content we provide to you through it in order to use the electronic facilities available associated with eDockets and VehicleCheck as permitted in these Terms.

Full access to the Service can only be done in conjunction with the Clarotech Terms of Service, www.clarotech.io/resources/.

These Terms and the Contract do not grant any form of ownership to any of the foregoing.

These Terms and the Contract are made only in the English language.

You should save a copy of these Terms to your computer or print them off for future reference.

Limitations to the App and the Services.

The App and the Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App and/or the Service, to protect yourself in case of problems with the App or the Service.

Check that the App and the Services are suitable for you.

The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the Website) meet your requirements.

Your privacy

We use any personal data we collect through your use of the App and the Services in the ways set out in our Data Policy www.clarotech.io/resources/.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send 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.

Hardware, Network, Operating System and Permissions requirements

This app requires a mobile phone running an Android based Operating System accessing a mobile network.

We recommend that you use a dedicated mobile device to run the App to access the Service. You should consider this and make your own decision as to whether you intend to use a dedicated device prior to downloading the App.

The minimum phone hardware and mobile network specification is

1. Operating System: Android 10 or later
2. Memory – RAM (Random access memory): 4GB
3. Memory – Storage: 32GB
4. Camera: 12 MP (megapixel)
5. Mobile network: 4G network access

The App may require a number of permissions on the mobile device to be enabled. To ensure optimal performance all App permission requests should be enabled. If any permissions are not enabled we cannot guarantee that the App will work and/or perform as designed.

Support for the App and how to tell us about problems

If you want to learn more about the App or the Service or have any problems using them, please take a look at our support resources on the Website

If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please contact us by using the details on the "Contact Us" section of the Website.

How we will communicate with you.

If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

How you may use the App and how many devices you may use it on

In return for your agreeing to comply with these Terms and the Clarotech Terms of Service

www.clarotech.io/resources/, you may:

- download or stream a copy of the App from Google Playstore, or the Website (if available), onto mobile devices; provided that you register each mobile device on the Website and/or Database as appropriate. Under these Terms you may view, use and display the App to access the Service on such devices for your business's administrative requirements as set out in these Terms and the Clarotech Terms of Service.
- use any Documentation to support your permitted use of the App and access to the Service.
- receive and use any free supplementary software code or update of the App incorporating "patches", corrections of errors and functionality enhancements as we may provide to you.

Restrictions on acquiring the App

In order to accept these Terms and buy the App you must be

- over 18
- a registered and/or licenced business involved in the waste and/or haulage industry in Ireland

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the details on the "Contact Us" section of the Website.

Do not transfer the App to anyone else

We are giving you and/or your business the right to use the App and the Service as set out in the Clause above "HOW YOU MAY USE THE APP".

You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else, or for free. If you sell, loan or transfer in any way any device on which the App is installed, you must remove the App from it prior to selling, loaning or transferring in any way

We may make changes to these Terms

We amend these Terms from time to time. Every time you wish to use our App, please check these Terms on the Website to ensure you understand the Terms that apply at that time.

You can access the previous Clarotech Mobile App Licence www.clarotech.io/resources/ and compare the changes. By continuing to use the App you agree to the revised Terms.

If you do not accept the changes you will not be permitted to continue to use the App and the Service.

Updates and changes to our App and the Service

We may update and change our App from time to time which may be to reflect

- improvements in our service or performance,
- changes in user requirements, enhanced functionality,
- changes to the operating system or
- to address security issues.

We will endeavour to automatically update the App

Alternatively, we may ask you to update the App if for technical reasons it is not possible to automatically update.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to

- continue using the App and the Services.
- access enhanced functionality

Ownership of phone or device you are using to access the App and the Service

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so.

You will be responsible for complying with these Terms, whether or not you own the phone or other device.

Metadata

By using the App or any of the Services, you agree to us transmitting, collecting, retaining, using / processing and owning the technical information about the devices you use the App on and related software, hardware and peripherals, geo-location information and other metadata to improve our products and to provide the Service to you. The Clarotech Data Policy can be viewed www.clarotech.io/resources/.

We are not responsible for other websites you link to

The App or Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their data privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent websites, including whether to buy any products or services offered by them.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these Terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of the Copyright and Other Intellectual Property Law Provisions Act 2019) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
 - complies with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

Acceptable use restrictions

You must:

- not misuse our App or Website by knowingly using it to propagate spam or phishing or hacking into or inserting or introducing viruses, trojans, worms, spyware, adware, ransomware, logic bombs, hybrids, bots or other malware or material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer, database or operating system connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Criminal Damage Act 1991. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any data to the extent that such use is not licensed by these Terms;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or Service;
- not use the App or Service in a way that could damage, disable, overburden, impair or compromise our systems or security or performance or interfere with other users; and
- 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.
- not knowingly upload incorrect or false data to the Service
- be responsible for configuring your information technology, computer programmes and platform to access our Website. You should use and operate your own virus protection software.

Intellectual property rights

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in or to the App, the Documentation or the Services other than the right to use them in accordance with these Terms.

Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

We have not obtained insurance cover in respect of our own legal liability for individual claims for any amount per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- breach of the Terms implied the Sale of Goods and Supply of Service Act, 1980 (title and quiet possession).

Subject to this clause, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- loss of profits;
- loss of sales, business, business opportunity or revenue;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use, corruption of, or access to software, data or information;
- loss of or damage arising from business interruption
- loss of or damage to goodwill or reputation; and
- any indirect or consequential loss or damage.

Subject to this clause, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to €100.

When we are liable for damage to your property.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

Sale of Goods and Supply of Service Act

We have given commitments as to extent of provision of the Service in these Terms. In view of these commitments, the terms implied by the Sale of Goods and Supply of Service Act, 1980 are, to the fullest extent permitted by law, excluded from the Contract.

Notice Period

Unless you notify us that you intend to make a claim in respect of an event within the Notice Period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred OR you having grounds to make a claim in respect of the event and shall expire two calendar months from that date (**Notice Period**). The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

Events outside our control.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**). If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Service with you after the Event Outside Our Control is over.

You may cancel the Contract affected by an Event Outside Our Control which has continued for more than one calendar month. To cancel please contact us using the details on the "Contact Us" section of the Website. If you opt to cancel we will refund on the basis set out in our Terms of Service www.clarotech.io/resources/.

Nothing in these Terms limits or affects the exclusions and limitations set out in our Terms of Service www.clarotech.io/resources/ and our Website Terms of Use, www.clarotech.io/resources/.

This clause will survive termination of the Contract.

Other Terms

We may end your rights to use the App and Services if you break these Terms

We may end your rights to use the App and Services at any time by contacting you if you have broken these Terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these Terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

Severability – If a court finds part of this Agreement illegal, the rest of the Terms continue in force

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.

Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Confidentiality

We each undertake that we will not at any time during the Contract, and for a period of ten years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.

We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

Jurisdiction -Which laws apply to this agreement and where may legal proceedings be brought

These Terms are governed by Irish law and you can bring legal proceedings in respect of the product or Service in the Irish courts.

Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Net Neutrals EU Ltd. via their website at <http://www.netneutrals.eu>.

Net Neutrals EU Ltd. will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Date of last revision of these Terms:
12th July 2021

CONFIDENTIAL