

End User Licence Agreement ('EULA')

This EULA is a legal agreement between you ('Licensee', 'you' or 'your') and CustomsLink Limited, a company registered in England and Wales with registered number 12743047 and whose registered office is at Quarry Bank Chorley Road, Walton-Le-Dale, Preston, Lancashire, United Kingdom, PR5 4JN ('Licensor', 'us', 'our' or 'we'), governing your access to and use of our platform ('Services'), at:

- www.customs-link.com or such other domains as are operated by us from time to time;
- the "CustomsLink" mobile device application; and
- any or all of such access points to the Declaration Services (as defined below) we provide,

including any and all information and documentation appearing thereon ('Platform').

This EULA works together with our Privacy Policy (<https://www.customs-link.com/privacy>), the Direct Representative Terms and Conditions, which govern the basis on which we provide the Declaration Services (as defined therein) (<https://www.customs-link.com/terms-and-conditions>) ('Customs Terms') and any other terms and conditions appearing on the Platform (as appropriate). Any breach of the aforementioned shall constitute a breach of this EULA.

Any defined terms used in this EULA shall unless the context otherwise provided, or expressly defined herein, take the meanings given to them in the Customs Terms.

We license use of the Services to you on the basis of this EULA. We do not sell the Services to you. We remain the owners of the Services at all times.

Your use of the Platform and receipt of the Services constitutes your acceptance of this EULA and if you do not agree to its terms, shall be required to cease use of the Platform and receipt of the Services with immediate effect.

You should print a copy of this EULA for future reference.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of you agreeing to abide by the terms of this EULA, we grant to you a non-exclusive, non-transferable licence to use the Services on the terms of this EULA.

1.2 You may use:

- (a) the Platform on a software as a service basis as provided for by the Customs Terms for your internal business purposes only; and
- (b) any documents in support of the use permitted under clause 1.2(a) and make up to 1 copy of the documents as are reasonably necessary for its lawful use.

2. RESTRICTIONS

Except as expressly set out in this EULA or as permitted by any local law, you undertake:

- (a) not to copy any of the Platform or documents provided in the course of us providing to you the Services except where such copying is incidental to normal use, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any of the Platform or documents provided in the course of us providing to you the Services;
- (c) not to make alterations to, or modifications of, the whole or any part of the Platform, nor permit the Platform or any part of it to be combined with, or become incorporated in, any other programs where the Platform is provided in the course of us providing to you the Services;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Platform with another software program, and provided that the information obtained by you during such activities is :
 - (i) used only for the purpose of achieving inter-operability of the Platform with another software program;
 - (ii) not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) not used to create any software which is substantially similar to the Platform;
- (e) to keep all copies of any software provided in the course of us providing to you the Service secure and to maintain accurate and up-to-date records of the number and locations of all copies of the same;
- (f) to supervise and control use of any aspect of the Platform provided in the course of us providing to you the Services and ensure that the Platform is used by your employees, suppliers, client and representatives in accordance with the terms of this EULA;
- (g) to include our copyright notice on all entire and partial copies you make of any aspect of the Platform provided in the course of us providing to you the Services on any medium;
- (h) not to provide or otherwise make available any of the Platform or documents provided in the course of us providing to you the Services in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us;
- (i) to comply with all applicable technology control or export laws and regulations; and
- (j) not use the Platform or receive Services via any communications network or by means of remote access.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Platform and the Services anywhere in the world belong to us, that rights in the Platform and the Services are licensed (not sold) to you, and that you have no rights in, or to, the Platform or the Services other than the right to use them in accordance with the terms of this EULA.
- 3.2 You acknowledge that you have no right to have access to the Platform or the Services in source code form.

4. SERVICE LEVELS

- 4.1 We do not warrant that the Platform or the Services will be uninterrupted, error-free or secure from unauthorised access, or that they will meet your individual requirements. Whilst we use our reasonable endeavours to make the Platform and the Services available, we shall not have any Liability (subject to clause 6.5) if for any reason the Platform or the Services are unavailable for any time or for any period. We make no warranty that your access to the Platform or the Services will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed.
- 4.2 We may, at our absolute discretion, from time to time either host the Platform on our own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements on users or reasonably restrict users' rights due to the requirements of the third party suppliers.
- 4.3 We reserve the right, at any time, to carry out repairs, maintenance or introduce new facilities and functions in respect of all or any part of the Platform and the Services.
- 4.4 Except where expressly stated in this EULA, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Platform.
- 4.5 Without prejudice to the above, we shall use reasonable endeavours to correct Defects which we in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:
 - (a) if a notified Defect halts or substantially impairs the operations of the Platform or the Services, we shall use our reasonable endeavours to start work on correcting the Defect within four hours of becoming aware of such Defect and shall use all reasonable efforts to correct the Defect as soon as possible thereafter;
 - (b) if a notified Defect, while not halting or substantially impairing the operations of the Platform or the Services, causes those operations to become significantly slowed or causes substantial inconvenience, we shall use our reasonable endeavours to start work on correcting the Defect within 48 hours of becoming aware of such Defect and shall use all reasonable efforts to correct the Defect as soon as possible thereafter; and
 - (c) in the case of Defects other than those specified in clauses 4.5(a) to 4.5(b) above, we shall start work on correcting the Defect as soon as our workload allows and shall use commercially reasonable efforts to correct the Defect.

5. LIMITED WARRANTY

Our warranties as per clause 4 of the Customs Terms are deemed to be herein repeated.

6. LIMITATION OF LIABILITY

6.1 You acknowledge that the Platform not been developed and the Services are not delivered to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Services meet your requirements.

6.2 Save to the extent provided by the Customs Terms, we only supply the Platform and the Services for internal use by your business, and you agree not to use the Platform or the Services for any re-sale purposes. You agree and acknowledge that our liability connected with the provision of the Declaration Services shall be as set out in the Customs Terms.

6.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for any:

- (a) indirect, special or consequential Liabilities;
- (b) loss of actual or anticipated profits;
- (c) loss of contracts;
- (d) loss of use of money;
- (e) loss of anticipated savings;
- (f) loss of revenue;
- (g) loss of goodwill;
- (h) loss of reputation;
- (i) loss of business;
- (j) ex gratia payments;
- (k) loss of operation time;
- (l) loss of opportunity;
- (m) loss caused by the diminution in value of any asset; or
- (n) loss of, damage to, or corruption of, data,
- (o) of your actions, errors or omissions,

whether or not these were reasonably foreseeable or we or our agents had been advised of the possibility of such Liabilities being incurred. For the avoidance doubt, any of the Liabilities set out in clause 6.3(b) to 6.3(n) (inclusive) apply whether such Liabilities are direct, indirect, consequential or otherwise.

6.4 Other than the Liabilities set out in clause 6.3 (for which we are not liable), our maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £50,000. This maximum cap does not apply to clause 6.5.

6.5 Nothing in this EULA shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

6.6 This EULA and the documents referred to herein set out the full extent of our obligations and liabilities in respect of the supply of the Services. Except as expressly stated in this EULA and the documents referred to herein, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services which might otherwise be implied into, or incorporated in, this EULA and the documents referred to herein whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7. TERMINATION

7.1 We may terminate this EULA immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2 On termination for any reason and to the extent applicable:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA; and
- (c) you must immediately and permanently delete or remove the Platform from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Platform and documents provided in the course of us providing to you the Services then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8. COMMUNICATIONS BETWEEN US

8.1 We may update the terms of this EULA at any time on notice to you in accordance with this clause 8. Your continued use of the Services following the deemed receipt and service of the notice under clause 8.3 shall constitute your acceptance to the terms of this EULA, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Services on the deemed receipt and service of the notice.

8.2 If we have to contact you, we will do so by email or by pre-paid post to your registered address.

8.3 Note that any notice given by:

- (a) us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
- (b) you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

8.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was

properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any event beyond our reasonable control, including without limitation failure or public or private telecommunications networks (**'Event Outside Our Control'**).
- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in with our Privacy Policy (<https://www.customs-link.com/privacy>) and it is important that you read that information.

11. OTHER IMPORTANT TERMS

- 11.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 11.2 You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.
- 11.3 This EULA and any document expressly referred to constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA or any document expressly referred to. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or any document expressly referred to.
- 11.4 If we fail to insist that you perform any of your obligations under this EULA, 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

[signed by us], and that will not mean that we will automatically waive any later default by you.

- 11.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.6 This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.