CARCLOUD SOLUTIONS LTD

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CarCloud Solutions Ltd is an Appointed Representative of ComplianceTrak Ltd (FCA Firm Reference Number 914597), which is authorised and regulated by the Financial Conduct Authority | CarCloud FCA Firm Reference Number: 1055210

TERMS OF SERVICE

Version 2.1

Applies to Business Subscribers and Individual / Consumer Subscribers

Effective Date: 5 October 2026 | Replaces: v2.0

QUICK GUIDE TO THIS DOCUMENT

This is CarCloud's Terms of Service -- the contract between you and CarCloud Solutions Ltd when you use the CarCloud platform and services.

Who this applies to:
-- PART A applies to EVERYONE who uses CarCloud.
-- PART B applies to BUSINESS SUBSCRIBERS (companies, fleet operators, organisations).
-- PART C applies to CONSUMER / INDIVIDUAL SUBSCRIBERS (private individuals).
-- PART D applies to grey fleet drivers and other employee, worker and contractor data on a Business Account.

This document works alongside:
-- Our Privacy Notice www.carcloudsolutions.com/legal/privacy-notice
-- Our End User Licence Agreement (EULA) www.carcloudsolutions.com/legal/eula
-- Our Cookie Policy www.carcloudsolutions.com/legal/cookie-policy
-- Our Website Terms of Use www.carcloudsolutions.com/legal/website-terms

If you were invited to CarCloud by your introducing Partner, read Section 5 (Audience Partner Introduction) carefully -- it explains how that works.

Questions? Contact us at hello@carcloudsolutions.com

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PART A -- GENERAL

Part A applies to all Subscribers -- both business customers and individual consumers. Read this Part alongside whichever of Parts B, C or D applies to you.

1. Who We Are

1.1 These Terms of Service ("Terms") are the contract between you and CarCloud Solutions Ltd, a private limited company incorporated and registered in England and Wales with company number 16029395 and VAT registration number 519 0300 26, whose registered office is at Grosvenor House, 11 St Pauls Square, Birmingham B3 1RB ("CarCloud", "we", "us", "our"). Our main contact email is hello@carcloudsolutions.com.

1.2 CarCloud Solutions Ltd is an Appointed Representative of ComplianceTrak Ltd (company number 11095036; registered office 14 Wistanes Green, Wessington, Alfreton, Derbyshire, DE55 6JN; FCA Firm Reference Number 914597; www.compliancetrak.io), which is authorised and regulated by the Financial Conduct Authority. You can check ComplianceTrak's regulatory status on the FCA Register at https://register.fca.org.uk. CarCloud does not hold its own FCA authorisation, but it appears on the FCA Register as ComplianceTrak Ltd's appointed representative under Firm Reference Number 1055210. CarCloud acts as a credit broker (not a lender), introducing customers who need vehicle finance to a limited number of lenders, and as an introducer of customers to FCA-authorised insurers and insurance brokers (including for secondary vehicle products such as GAP insurance, warranty and asset protection), for which the provider pays CarCloud an introduction fee. CarCloud is not an insurer, does not advise on or recommend specific insurance products, and works only with FCA-authorised providers approved by ComplianceTrak Ltd. CarCloud recommends providers, not policies, and is paid by providers, not by customers. Our regulated activities are explained in Clause 3.

1.3 These Terms apply to your use of the CarCloud platform, which includes or will include the CarCloud web application (which works in desktop and mobile web browsers), the CarCloud companion app, the FNOL service, the CarCloud Store, and all associated features and services (together, the "Platform"). By clicking 'Accept', creating an account, or using the Platform, you agree to be bound by these Terms. If you do not agree, do not use the Platform. If you accept these Terms on behalf of a business or other organisation (for example, as its Account Admin or Fleet Admin), you confirm that you are authorised to do so, and that organisation is bound by these Terms as the Business Subscriber. The Business Subscriber's other Users do not need to accept these Terms; each User accepts the EULA when they first log in.

1.4 These Terms work together with the following documents, all of which you should read:

- Our Privacy Notice www.carcloudsolutions.com/legal/privacy-notice -- explains how we collect and use your personal data.
- Our End User Licence Agreement (EULA) www.carcloudsolutions.com/legal/eula -- governs how individual users (including Consumer Subscribers and the Users of Business Subscribers) may use the Platform.
- Our Cookie Policy www.carcloudsolutions.com/legal/cookie-policy -- explains how we use cookies and similar technologies.
- Our Website Terms of Use www.carcloudsolutions.com/legal/website-terms -- governs use of our website www.carcloudsolutions.com.

1.5 Where there is any conflict between these Terms and any of the documents listed in Clause 1.4, these Terms prevail in respect of the subscription and services relationship, and the relevant document prevails in its own specific scope (for example, the EULA governs individual user access; the Website Terms govern website use).

2. Definitions

In these Terms, the following words have the following meanings:

"Add-Ons"	Additional services, features or products offered by CarCloud as an addition or extension to the Platform.
"Audience Partner"	A business, which may or may not be FCA-authorised, in the automotive, mobility, or related sector with whom CarCloud has entered into an Audience Partnership Agreement, enabling that partner to introduce its policyholders and customers to the CarCloud Platform.
"Business Subscriber"	A company, limited liability partnership, sole trader, or other business entity that subscribes to the Platform under Part B of these Terms.
"CarCloud Store" or "Store"	The integrated marketplace within the Platform through which Subscribers can potentially discover and access partner products and services including insurance, finance, tyres, servicing, MOT, parking, fuel, breakdown cover and other vehicle-related services.
"Consumer Subscriber"	A private individual who subscribes to the Platform for personal use (not in the course of a business or trade) under Part C of these Terms.
"Credits"	Units of entitlement purchased by a Business Subscriber or Consumer Subscriber via the Platform which permit access to specific Platform features. There are two types of Credit: (a) Vehicle Credits, each of which permits the upload of one Vehicle to the Platform and is consumed when a Vehicle is added or removed (as described in Clause 30); and (b) Licence Check Credits, each of which permits one Licence Check to be run on the Platform (once that feature is live, as described in Clause 8). Credits have no monetary value, are non-transferable, and cannot be redeemed for cash. Credits do not carry forward and are not refunded on expiry or on removal of a Vehicle, except as expressly stated in Clause 30.
"Customer Data"	Data inputted by the Business Subscriber, its Users, or CarCloud on the Business Subscriber's behalf into the Platform for the purpose of using the Services.
"Documentation"	Manuals, user guides, instructions, help materials, specifications, or other materials provided or made available by CarCloud relating to the use or operation of the Platform.
"Effective Date"	The date on which you accept these Terms.
"Fees"	The fees payable by a Business Subscriber to CarCloud for their Plan and Services as set out in the Order and on the Platform, including all Licence Check fees, Credits, and Add-On fees.
"Partner Products"	The products, services, or activities offered by the Partner through which it engaged with its Audience. Partner Products may include insurance, vehicle finance, parking, tyres, servicing, fuel, fleet management, or any other automotive or mobility-related product. The specific Partner Products relevant to your account depend on which Partner introduced you to CarCloud.

"Partner Trigger Point"	A point identified from Platform data at which a Subscriber relationship with the Partner may be relevant -- for example: a product renewal date; a vehicle not covered by a Partner Product; a new vehicle added to the account. The nature of Trigger Points varies by Partner type.
"Preferred Category"	The section of the CarCloud Store corresponding to the Partner primary product area, in which the Partner receives Preferential Positioning for attributed Subscribers.
"Regulated Activity"	Any activity requiring authorisation under Applicable Law, including insurance distribution under FSMA 2000, consumer credit activities under the Consumer Credit Act 1974, or any other activity requiring FCA authorisation or equivalent regulatory permission.
"Regulated Activity Supplement"	The additional provisions activated between CarCloud and an Audience Partner where that Partner conducts Regulated Activity. Where a Partner does not conduct Regulated Activity, Regulated Activity-specific provisions in these Terms (marked as conditional) do not apply to that Partner relationship.
"FNOL Service"	The first notice of loss and incident recording capability within the Platform, described in Clause 7, which enables or will enable drivers and vehicle owners to record, store, manage and submit motor accident and incident data.
"Grey Fleet"	Privately-owned vehicles that employees, workers or contractors use for a Business Subscriber's work, registered on the Business Subscriber's Business Account (see Part D).
"AR status"	CarCloud's appointment as an Appointed Representative of ComplianceTrak Ltd (its principal firm under section 39 of FSMA 2000) for consumer credit and general insurance activities, being in force and shown on the FCA Register. CarCloud is not an introducer appointed representative, and it does not act as an appointed representative of any Audience Partner.
"Initial Term"	For Business Subscribers onboarded by the CarCloud team under an Order, the initial subscription term set out in that Order or, if not set out, 12 months from the Effective Date. Self-service subscriptions run monthly and have no Initial Term.
"Licence Check"	A check that a driver holds a valid driving licence for the type of vehicle they use, whether processed directly by CarCloud or through third-party providers.
"Order"	For Business Subscribers onboarded by the CarCloud team, the order form signed by both parties. For self-service Subscribers, the Stripe Checkout confirmation and the sign-up confirmation email, which together state the number of Vehicles (Vehicle Credits), the rate, the billing frequency and the term. In each case, the Order sets out the Services, Fees, Add-Ons, any Initial Term and the other commercial terms that apply.
"Partner Dashboard Branding"	Where a Subscriber was introduced to CarCloud by an Audience Partner, the display of that Audience Partner's logo and branding on the Subscriber's CarCloud dashboard, as further described in Clause 5.

"Plan"	A Business Subscriber's subscription to the CarCloud Platform. There is one Platform; access to individual features (such as Vehicles Management, Claims & Incidents Tracking and Driving Licence Checks) is enabled by the credits and subscriptions the Business Subscriber buys, as set out in its Order and Schedule 2.
"Plan Limits"	The number of Vehicle Credits, Licence Check Credits and other credits held on a Business Subscriber's account from time to time.
"Plan Term"	The Initial Term together with any subsequent Renewal Periods, constituting the total duration of the subscription under these Terms.
"Platform"	CarCloud's proprietary vehicle and fleet management software platform including the CarCloud web application (which works in desktop and mobile web browsers), the CarCloud companion app, APIs, the FNOL Service, the CarCloud Store, and all associated infrastructure.
"Renewal Period"	For Business Subscribers onboarded by the CarCloud team, each successive period following the Initial Term (12 months unless the Order specifies otherwise), as described in Clause 21.1.
"Services"	The subscription services provided by CarCloud to the Subscriber via the Platform as described in the Documentation and the Order.
"Subscriber"	Any Business Subscriber or Consumer Subscriber who subscribes to the Platform under these Terms.
"User"	An employee or contractor of a Business Subscriber authorised to access the Platform on the Business Subscriber's behalf.
"Vehicle"	A vehicle in respect of which details are uploaded to the Platform.
"Virus"	Any software, code, file or programme designed to prevent, impair or adversely affect the operation of any computer software, hardware, network or device, including worms, trojans, malware, ransomware, and spyware.
"Admin"	A User given administrator rights by the Business Subscriber (shown in the Platform as an Account Admin or Fleet Admin). An Admin can manage the account, invite Users and accept these Terms on the Business Subscriber's behalf.

3. FCA Authorisation, Regulatory Status and Consumer Duty

i About CarCloud's Regulatory Status

CarCloud Solutions Ltd is an Appointed Representative of ComplianceTrak Ltd (company number 11095036; registered office 14 Wistanes Green, Wessington, Alfreton, Derbyshire, DE55 6JN; FCA Firm Reference Number 914597; www.compliancetrak.io), which is authorised and regulated by the Financial Conduct Authority. CarCloud does not hold its own FCA authorisation, and appears on the FCA Register as ComplianceTrak Ltd's appointed representative (Firm Reference Number 1055210).
ComplianceTrak Ltd, as Principal firm, is responsible for the regulated activities carried on by CarCloud under section 39 FSMA 2000.

CarCloud acts as a credit broker for vehicle finance, and introduces customers to FCA-authorised insurers and insurance brokers, for which the provider pays CarCloud an introduction fee. It does not advise on or recommend specific insurance products, and it never holds client money. If a Partner introduced you to CarCloud, CarCloud will always refer you back to that Partner for the products and services it provides. Otherwise, CarCloud will refer you to a provider it recommends. CarCloud recommends providers, not policies. It does not recommend any specific insurance policy or finance agreement, and it does not search the whole market. CarCloud is paid a commission by the provider, not by you. All insurance and finance decisions are yours.

All product and service decisions are entirely yours regardless of Partner type.

3.1 CarCloud Solutions Ltd is an Appointed Representative of ComplianceTrak Ltd (company number 11095036; registered office 14 Wistanes Green, Wessington, Alfreton, Derbyshire, DE55 6JN; FCA Firm Reference Number 914597; www.compliancetrak.io), which is authorised and regulated by the Financial Conduct Authority. CarCloud (FCA Firm Reference Number 1055210) does not hold its own FCA authorisation and shall not carry on any regulated activity other than as permitted under its Appointed Representative status with ComplianceTrak Ltd. ComplianceTrak Ltd, as Principal firm under section 39 of the Financial Services and Markets Act 2000, is responsible for the regulated activities carried on by CarCloud. CarCloud's regulated activities are limited to: (a) acting as a credit broker: introducing customers who need finance in connection with the purchase or hire of motor vehicles or related services to a limited number of lenders, as an intermediary; and (b) making insurance introductions: introducing customers to FCA-authorised insurers and insurance brokers on ComplianceTrak Ltd's approved panel (including for secondary vehicle products such as GAP insurance, warranty and asset protection), for which the provider pays CarCloud an introduction fee. CarCloud does not advise on, recommend or specify any insurance product, does not conclude insurance contracts on your behalf, does not handle premiums, and does not carry on any other regulated activity. All financial promotions issued by CarCloud (for example, insurance renewal reminders, Partner Trigger Point notifications, Cross-Category Notifications and insurance or finance listings in the CarCloud Store) are approved in advance by ComplianceTrak Ltd. CarCloud does not provide regulated financial advice.

3.2 How CarCloud refers you to providers: (a) If you were introduced to CarCloud by an Audience Partner, CarCloud will always refer you back to that Partner for the specific products and services that Partner provides (for example, insurance from an insurance broker, finance from a lender, or tyres from a tyre company), because you joined CarCloud through your existing relationship with that Partner. CarCloud will not present products or

services of that kind from other providers to you. (b) For products and services that your introducing Partner does not provide, or if you joined CarCloud directly, CarCloud will refer you to the provider it recommends. For insurance and finance, that provider will be an FCA-authorised provider approved by ComplianceTrak Ltd, and CarCloud will act in accordance with FCA rules and competition law. (c) CarCloud works with a limited number of providers and does not offer products from the whole market. Before any referral, CarCloud will tell you which provider it is referring you to and why. (d) CarCloud recommends providers, not products. It does not recommend any particular insurance policy, finance agreement or other product, and it does not advise you on whether a product is suitable for your needs. The provider will give you the information you need to make your own decision. (e) CarCloud is paid a commission by the provider when it refers you or when you take out a product with that provider. You do not pay CarCloud anything for a referral. CarCloud will tell you before you proceed that it receives commission and, where required by FCA rules, its amount or how it is calculated. (f) You are always free to arrange any product or service with any provider you choose outside the Platform, and your access to CarCloud never depends on buying or renewing any product through it.

3.2A Insurance introductions: When CarCloud introduces you to an insurer or insurance broker (including your introducing Partner, for example for your main motor or fleet insurance), that provider deals with you directly under its own FCA authorisation, gives you the information about its products and concludes any policy with you. CarCloud does not advise you, recommend or specify any policy, or handle your premium. The provider pays CarCloud an introduction fee, which CarCloud will disclose to you before the introduction is made (see Clauses 3.2(e) and 6.4).

3.3 Consumer Duty: CarCloud is committed to the FCA's Consumer Duty (FCA Policy Statement PS22/9) in respect of all regulated activities and in respect of all retail customers. ComplianceTrak Ltd, as Principal firm, oversees CarCloud's compliance with Consumer Duty obligations in respect of its regulated activities. This means CarCloud acts to deliver good outcomes for customers in four areas: the products and services it offers; the prices and value it delivers; the information it provides so customers can make informed decisions; and the support it provides. If you believe CarCloud has not met its Consumer Duty obligations, please follow the complaints process in Clause 23.

3.4 Financial promotions: Any communication from CarCloud that invites or induces you to engage in insurance activity is a financial promotion regulated under section 21 of FSMA 2000. CarCloud does not issue any financial promotion without prior written approval from ComplianceTrak Ltd. All financial promotions issued by CarCloud are approved in advance by ComplianceTrak Ltd, which, as CarCloud's principal, is responsible for them.

3.5 CarCloud's commitments as an Appointed Representative: When carrying on any insurance or credit broking activity for you, CarCloud will: (a) describe itself as an Appointed Representative of ComplianceTrak Ltd in all communications and financial promotions; (b) for insurance introductions, give you the disclosures ComplianceTrak Ltd requires (including information about CarCloud's status, its services and the introduction fee it receives), and take you through ComplianceTrak Ltd's demands and needs process wherever ComplianceTrak Ltd requires this; (c) only make statements about an insurance or finance product that are contained in information provided by the product provider or approved by ComplianceTrak Ltd; (d) never handle or hold client money: any premium, deposit or finance payment is paid directly to the provider; (e) manage conflicts of interest fairly, including those arising from commission and paid promotions, under its conflicts of interest policy; (f) deal with complaints about its regulated activities as described in Clause 23.2; and (g) record and manage all of its regulated activities through ComplianceTrak Ltd's systems, which ComplianceTrak Ltd monitors and audits.

3.6 Withdrawal of regulated features: CarCloud may suspend, restrict or withdraw any insurance, finance or other regulated feature of the Platform (including referrals, financial promotions and Partner Trigger Point notifications) immediately and without liability if: (a)

ComplianceTrak Ltd or the FCA requires or requests it; (b) CarCloud's appointment as an Appointed Representative of ComplianceTrak Ltd is suspended, restricted or ends; or (c) CarCloud reasonably considers it necessary to comply with Applicable Law or FCA rules. CarCloud will tell you as soon as reasonably practicable. The rest of the Platform will remain available. Because you do not pay CarCloud for these regulated features, their suspension or withdrawal does not entitle you to a refund or reduction in your Fees.

4. How the CarCloud Platform Works

4.1 CarCloud is a connected vehicle and fleet management platform. Depending on your subscription, CarCloud provides or will provide: (a) vehicle compliance management (MOT, road tax, Partner Trigger Point tracking and reminders); (b) driver and fleet management tools; (c) vehicle data visibility using DVLA and third-party data sources; (d) the FNOL incident recording service (Clause 7); (e) the CarCloud Store (Clause 6); (f) driving licence checks for Business Subscribers (Clause 8); (g) in future, the import of data from telematics providers connected by Business Subscribers (Clause 13.5); (h) when available, the CarCloud payment card (Clause 13.6); and (i) other features described in the Documentation and on the Platform.

4.2 The Platform is available as a web application at www.carcloudsolutions.com through any web browser, including on mobile devices. The Platform also includes the CarCloud companion app, available from the Apple App Store and Google Play. These Terms and the EULA apply to the companion app. Access is subject to these Terms and, for all individual users, the EULA.

4.3 CarCloud may update, modify, and improve the Platform from time to time. We will give you not less than 14 days' prior written notice of any change that will materially and adversely affect your use of the Platform. Following receipt of such notice, Business Subscribers may terminate these Terms before the change takes effect if they can demonstrate material detriment (see Clause 21). Consumer Subscribers may cancel without penalty during the notice period.

4.4 Certain features of the Platform, including Partner Trigger Point notifications and insurance-related Store features, will only become available once CarCloud's appointment as an Appointed Representative of ComplianceTrak Ltd is in force and ComplianceTrak Ltd has approved the relevant features (see Clause 5.5). Where these features are not yet active for your account, other aspects of the Platform remain fully available.

5. Audience Partner Introductions -- How Broker Introductions Work

>> Audience Partner Features -- Coming Soon

The Audience Partner features described in this Clause 5 (including Partner Dashboard Branding, UTM attribution, Partner referrals, Preferred Category positioning, Partner Trigger Point notifications, Cross-Category Notifications and Partner rates) are not yet live, because CarCloud is still finalising its arrangements with Audience Partners. This Clause sets out the terms that will apply when the features go live. When they are activated, CarCloud will notify affected Subscribers by email and in-platform. Until activation, this Clause has no operational effect but forms part of these Terms.

i What Is an Audience Partner Introduction?

An Audience Partner is a business in the automotive or mobility sector that has partnered with CarCloud to introduce its customers to the CarCloud Platform. The Partner may be an insurer, a finance lender, a parking operator, a tyre or servicing company, or any other automotive-related business.

If you joined CarCloud through an introduction from any such Partner, this Clause 5 applies to your account.

Key points:

-- The Partner's logo appears on your CarCloud dashboard (Clause 5.2).
-- CarCloud may share a portion of your subscription fee with the introducing Partner.
-- CarCloud always refers you back to the Partner for the products and services it provides.
-- You are completely free to arrange any product with any provider outside CarCloud.
-- For other products, CarCloud may show options from other providers.
-- Where the Partner conducts Regulated Activity (e.g. insurance or finance), additional regulatory provisions apply -- see Clause 3.

5.1 If you were introduced to CarCloud by an Audience Partner ("your introducing Partner"), these Terms apply to your account in addition to the general Terms in this document. Details of which Audience Partners CarCloud works with are available at www.carcloudsolutions.com/legal/audience-partners.

5.2 Partner Dashboard Branding: Your introducing Partner's logo and branding will appear on your CarCloud dashboard to reflect the commercial introduction arrangement. This visual branding reflects the commercial arrangement between CarCloud and your introducing Partner and is disclosed to you here. The introducing Partner may receive a share of your CarCloud subscription fee as a result of introducing you to CarCloud. This commercial arrangement is the reason your subscription fee may be lower than CarCloud's standard rate -- see Schedule 2 for current rates.

5.3 Partner referrals and positioning: Your introducing Partner will be the only provider shown to you in the CarCloud Store for the products and services it provides, and at Partner Trigger Points (for example, a renewal date) CarCloud will notify you and refer you to that Partner, as described in Clause 3.2(a). For other products and services, CarCloud refers you to the provider it recommends (Clause 3.2(b)). This applies only to accounts introduced by an Audience Partner, because you joined CarCloud through your existing relationship with that Partner. For subscribers who join CarCloud directly, CarCloud refers you to the provider it recommends (Clause 3.2(b)).

5.4 Your freedom of choice: Nothing in Clause 5.3 affects your right to: (a) arrange any product or service with any provider you choose outside the CarCloud Platform; (b) cancel your account and use any other fleet management or vehicle management platform. CarCloud and your introducing Partner cannot make continued access to CarCloud conditional on your purchasing or renewing insurance with your introducing Partner. Referral to your introducing Partner reflects your existing relationship with that Partner and is not an obligation on you. Where a Partner Product is an insurance or finance product, CarCloud will only introduce you to that Partner if it is authorised and regulated by the FCA and, for insurance, is on ComplianceTrak Ltd's approved panel of providers or, for finance, has agreed terms of business with CarCloud approved by ComplianceTrak Ltd.

5.5 Regulatory Activation: The following features of the Audience Partner arrangement require CarCloud's appointment as an Appointed Representative of ComplianceTrak Ltd to be in force, and ComplianceTrak Ltd to have approved the relevant features, before they go live: (a) in-platform Partner Trigger Point notifications directing you to your introducing Partner; (b) Cross-Category Notifications (where CarCloud identifies vehicles in your account not covered by a Partner Product from your introducing Partner); (c) referral to your introducing Partner for insurance or finance products it provides, and its featured positioning in the Store. Where these features are not yet active, other features of CarCloud are fully available to you.

5.6 Cross-sell: Where CarCloud identifies vehicles in your fleet or personal account that are not currently covered by a Partner Product from your introducing Partner, CarCloud may display, on the relevant vehicle page, a clearly labelled option to request a quotation from your introducing Partner. Clicking that option takes you to your introducing Partner's own quotation platform, which may or may not be FCA-regulated. All quoting for FCA-regulated

products and contracting happens on your introducing Partner's platform, not on CarCloud. This activity is voluntary -- you are not obliged to request a quotation.

5.7 Changing or removing your introducing Partner: You may request at any time, via your account settings, to remove the Partner Dashboard Branding from your account and to stop being referred to your introducing Partner, in which case CarCloud will refer you as described in Clause 3.2(b). This does not affect your CarCloud subscription.

5.8 UTM attribution: Your account is tagged with a unique identifier (UTM Code) that links your account to your introducing Partner for the purposes of Revenue Share calculation and Partner Dashboard Branding. This tracking is disclosed in CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice.

5.9 If CarCloud's relationship with your introducing Partner ends: CarCloud will tell you. Partner Dashboard Branding, referrals to that Partner and its featured positioning will then stop, and CarCloud will refer you to providers as described in Clause 3.2(b). If you pay a Partner Rate, your Fees will move to CarCloud's standard rate on not less than 30 days' notice, and you may cancel your subscription before the standard rate applies without any early termination charge.

6. The CarCloud Store

> **>> CarCloud Store -- Coming Soon**
>
> The CarCloud Store feature described in this Clause 6 is not yet live. CarCloud will tell Subscribers when it goes live. This Clause sets out the terms that will apply when the feature goes live. When the feature is activated, CarCloud will notify all Subscribers by email and in-platform. Until activation, this Clause has no operational effect but forms part of these Terms.

6.1 The CarCloud Store will be an integrated marketplace within the Platform through which Subscribers can discover and access a range of vehicle-related products and services from third-party partners ("Store Partners"). Store categories include, without limitation: Partner Products, tyres, servicing, MOT, parking, fuel, breakdown cover, gap insurance, and vehicle finance.

6.2 How the Store works: Each Store Partner is listed under one or more categories. Clicking a Store Partner's entry opens a CarCloud-hosted page and then redirects you to that Store Partner's own website or platform. Any purchase, quotation, or contract you enter into with a Store Partner is a contract between you and that Store Partner, not CarCloud. CarCloud is not a party to those contracts and is not responsible for the products or services provided by Store Partners.

6.3 Affiliate and referral fees: CarCloud may receive referral or affiliate fees from Store Partners when a Subscriber accesses a Store Partner's platform through the CarCloud Store. These fees are how CarCloud is able to offer competitive subscription pricing. These fees are paid by the Store Partner, not by you, and will be disclosed to you as described in Clause 6.4.

6.4 Fair presentation of insurance and finance products: The following requirements apply at all times to insurance and finance products shown in the Store or in Platform notifications:

- The provider shown, and the reason it is shown (because it is your introducing Partner, or because CarCloud has selected it), must be made clear.
- Key information about the product, including the insurance product information document for any insurance product, must be available before you proceed.

- Where your account has an introducing Partner, a clear disclosure statement will be displayed, for example: “[Partner Name] introduced you to CarCloud, so CarCloud refers you only to [Partner Name] for [insurance/finance]. CarCloud does not compare [insurance/finance] from other providers. [Partner Name] pays CarCloud a commission; you do not pay CarCloud for this referral. You can arrange [insurance/finance] with any provider outside CarCloud.”
- Where CarCloud has selected the provider, a clear disclosure statement will be displayed, for example: “CarCloud recommends [Provider Name] from the limited number of providers it works with. CarCloud does not recommend any particular policy or agreement and does not search the whole market. [Provider Name] pays CarCloud a commission; you do not pay CarCloud for this referral.”
- CarCloud is paid by the provider, not by you. CarCloud will disclose before you proceed that it receives commission and, where required by FCA rules, its amount or how it is calculated.
- All insurance-related content in the Store displays factual product information only -- no personal recommendation is made by CarCloud.

6.5 Non-insurance Store categories: The fair presentation requirements in Clause 6.4 apply specifically to insurance and finance products. For other Store categories, positioning of Store Partners reflects commercial arrangements between CarCloud and those partners, including promoted listings (Clause 6.7). If your introducing Partner provides one of these services (for example, tyres or servicing), CarCloud will refer you only to that Partner for that service (Clause 3.2(a)). Otherwise, CarCloud may recommend a supplier or show options from several suppliers. Any referral or affiliate fee is paid by the supplier, not by you.

6.6 CarCloud is not liable for: (a) the accuracy, quality, safety, or fitness for purpose of any product or service offered by a Store Partner; (b) any loss or damage arising from your dealings with a Store Partner; or (c) the availability or operation of any Store Partner's website or platform. Complaints about Store Partner products or services should be directed to the relevant Store Partner.

6.7 Promoted brands and listings: CarCloud may give certain brands, Store Partners or other providers more prominence on its website and in the Store (for example, a higher position, a featured listing or a banner) where that provider pays CarCloud for the promotion. Every listing or feature that has been paid for in this way will be clearly labelled as “Promoted” or “Sponsored”, and CarCloud will tell you that it receives remuneration for the promotion and the nature of that remuneration (and, where required by FCA rules, its amount or how it is calculated). The provider pays for the promotion, not you. Promoted listings never replace your introducing Partner for the products and services it provides (Clause 3.2(a)). For insurance and finance products, promoted listings will only be used where ComplianceTrak Ltd has approved them, and they do not mean that CarCloud recommends a particular policy or agreement.

7. FNOL and Incident Recording Capability

>> FNOL and Incident Recording -- Coming Soon

The FNOL and incident recording capability described in this Clause 7 is not yet live. CarCloud will tell Subscribers when it goes live. It will be included in the monthly Vehicles Management fee at no extra charge. This Clause sets out the terms that will apply when the feature goes live. When the feature is activated, CarCloud will notify all Subscribers by email and in-platform. Until activation, this Clause has no operational effect but forms part of these Terms.

7.1 CarCloud will offer a First Notice of Loss (FNOL) and incident recording capability as part of the Platform ("FNOL Service"). This service enables drivers and vehicle owners to record motor accidents and incidents in a standardised format, store incident records centrally, and manage the approval and submission of incident records to the insurer, broker or claims handler chosen by the Subscriber.

7.2 The FNOL Service is powered by third-party specialist technology. Where required by law or FCA regulation, the identity of the technology provider may appear in applicable legal or regulatory disclosures (for example, in technical documentation, FCA register entries, or terms and conditions). All user-facing interfaces and the user experience of the FNOL Service operate under the CarCloud brand. The FNOL Service is powered by ONO App Ltd (ONO.app), which processes incident and claims data on CarCloud's behalf as its data processor (and, for Business Subscribers, as CarCloud's sub-processor).

7.3 How the FNOL Service works:

- Drivers and vehicle owners can record incidents via the CarCloud companion app or the CarCloud web application.
- Incident records are stored securely and are visible to the driver/vehicle owner via their CarCloud account.
- For Business Subscribers, fleet administrators can review, approve or reject incident records before submission.
- On approval, incident records can be sent in a standardised format to the insurer, broker or claims handler chosen by the Subscriber. The Subscriber decides whether and when to submit an incident record.
- Individual Consumer Subscribers can access their personal incident history via their CarCloud account.

7.4 Data protection and incident records: All incident records and FNOL data generated through the FNOL Service in respect of your account are processed in accordance with the Data Protection provisions in Clauses 10 and 29 (Business Subscribers) and Clause 35 (Consumer Subscribers) of these Terms. Incident records are yours -- CarCloud stores and processes them on your behalf to deliver the FNOL Service.

7.5 CarCloud is not liable for: (a) any rejection, delay, or non-acceptance of an incident record by an insurer, broker, or claims handler; (b) any insurance coverage decision made by an insurer in connection with an incident; or (c) any loss arising from the failure of a Subscriber to use the FNOL Service promptly following an incident.

7.6 The FNOL Service is a software tool only. CarCloud does not handle, advise on, negotiate or present any claim on your behalf, does not decide whether a claim will be accepted, and does not receive any referral fee or other payment for passing any claim or claimant to any third party. The service is used to record and track incidents and claims. Incident and claims data generated through the FNOL Service is processed by ONO App Ltd (ONO.app) as CarCloud's data processor.

8. Driving Licence Checks

>> Driving Licence Check Feature -- Coming Soon

The Driving Licence Check feature described in this Clause 8 is not yet live. CarCloud will tell Subscribers when it goes live. This Clause sets out the terms that will apply when the feature goes live. When the feature is activated, CarCloud will notify all Subscribers by email and in-platform. Until activation, this Clause has no operational effect but forms part of these Terms.

8.1 CarCloud will offer a driving licence check service (a "Licence Check") that enables Subscribers to verify that a named driver holds a valid driving licence appropriate for the type of vehicle they are driving. Licence Checks are conducted by CarCloud using data obtained from the Driver and Vehicle Licensing Agency (DVLA) and/or authorised third-party licence checking providers. CarCloud has no control over the accuracy, completeness, or timeliness of DVLA data and is not responsible for errors arising from DVLA data. Licence Checks are available to Business Subscribers only.

8.2 Who can run a Licence Check: Licence Checks may be run by:

- Business Subscribers -- checking the licences of their employees, workers, and contractors who drive for work purposes, as part of the Business Subscriber's duty of care obligations under the Health and Safety at Work Act 1974 and the Road Traffic Act 1988.

8.3 Lawful basis for Licence Checks:

- Business Subscribers conducting Licence Checks on their employees and drivers: the lawful basis is legal obligation (Health and Safety at Work Act 1974; Management of Health and Safety at Work Regulations 1999) and legitimate interests (duty of care; insurance compliance; risk management). Consent is not the lawful basis for employee Licence Checks -- see Clause 42.
- Because Licence Check results may include details of driving offences, they are criminal offence data. Business Subscribers must also have an appropriate condition under Schedule 1 of the Data Protection Act 2018 (and, where required, an appropriate policy document). Separately, the DVLA requires each driver’s consent before a check can be carried out, and the Platform obtains that consent from the driver before any Licence Check is run. This is a DVLA access requirement and is not the lawful basis for the processing.

8.4 DVLA data and third-party providers: Licence Check results are sourced from DVLA records and/or authorised third-party providers. CarCloud holds the necessary authorisations and data sharing agreements to access DVLA data for the purposes described in this Clause. CarCloud's authorisations cover the specific use cases described in Clauses 8.2 and 8.3 only. Subscribers must not attempt to use the Licence Check feature for any purpose other than those described in this Clause.

8.5 Accuracy and limitations: A Licence Check result reflects the information held by the DVLA at the time the check is run. It does not guarantee that the driver is currently fit to drive, does not disclose endorsements or convictions that are not recorded with the DVLA, and should not be treated as a definitive statement of a driver's legal status. Subscribers are solely responsible for determining how to act on a Licence Check result. CarCloud is not responsible for any employment, insurance, or other decision made by a Subscriber in reliance on a Licence Check result.

8.5A Viewing and filtering results: The Platform lets the Business Subscriber view and filter Licence Check results, for example to show drivers with between 3 and 6 penalty points, or 6 or more. CarCloud does not produce any score, rating or risk profile about individual drivers. Any decision based on the results, such as whether a driver may drive for work, is made by the Business Subscriber.

8.6 Frequency and consent refresh: For Business Subscribers, CarCloud recommends that Licence Checks are conducted at least annually and at any time a new driver is added to a fleet. The driver’s DVLA consent must be renewed before it expires. The Platform will prompt Subscribers when a refresh is due.

8.7 Data retention: Personal data obtained in connection with a Licence Check (including the driver's name, licence number, check result, and timestamp) is retained for the period described in CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice and in Schedule 1 (Business Subscribers).

8.8 Fees: Once the Licence Check feature is live, Licence Check fees are set out in Schedule 2. Business Subscribers purchase Licence Check Credits in any quantity via the Platform (self-service via Stripe Checkout, or by invoice for team-onboarded accounts), with

each Credit permitting one check. Unused Licence Check Credits, and refunds, are dealt with as set out in Clause 30.4.

9. Intellectual Property

9.1 CarCloud and its licensors own all intellectual property rights in the Platform, the Documentation, and the Services. Nothing in these Terms transfers ownership of any intellectual property rights to you. Your subscription gives you a right to use the Platform as described in these Terms -- it does not give you ownership of the Platform or any part of it.

9.2 CarCloud grants you a non-exclusive, non-transferable, revocable licence to use the Platform during your subscription term, solely for your own personal use (Consumer Subscribers) or for your internal business operations (Business Subscribers), in accordance with these Terms.

9.3 Anonymised and aggregated data ("Usage Analytics"): This Clause 9.3 applies to Business Subscribers and Consumer Subscribers.

(a) Ownership: CarCloud owns all rights in Usage Analytics, meaning anonymised and aggregated data, statistics and analytics derived from the operation and use of the Platform and the Services, including from Customer Data (Clause 29.6) and from the data of Consumer Subscribers and Users. No fee or royalty is payable to you for Usage Analytics.

(b) Anonymisation standard: Usage Analytics must not identify, and must not be reasonably capable of being used to identify, any individual, any vehicle (including by registration mark or vehicle identification number) or any Subscriber or its account, taking into account all means reasonably likely to be used and guidance from the Information Commissioner's Office. Any Usage Analytics that CarCloud discloses outside CarCloud will be drawn from at least ten unrelated Subscribers and, where it relates to drivers or vehicles, from at least fifty drivers or vehicles.

(c) Permitted purposes: CarCloud may use, disclose, license and sell Usage Analytics for any lawful purpose, including: (i) operating, securing, monitoring, analysing and improving the Platform and the Services; (ii) developing, training, testing, evaluating and operating CarCloud's products and services, including artificial intelligence and machine learning models and agentic capabilities; (iii) producing benchmarks, statistics, research, market insight and commercial insight; (iv) creating and sharing aggregated reports, datasets and analytical products with third parties, including insurers, insurance intermediaries, finance providers, vehicle manufacturers and dealers, telematics and mobility providers, researchers, regulators and local or national authorities; and (v) commercialising those reports, datasets and products.

(d) Data sources: Usage Analytics never includes health information or other special category data. Driving licence check results, and data that CarCloud obtains from third-party data suppliers (including the DVLA, vehicle data and valuation providers and telematics providers), are included only in aggregated statistical form, and only where permitted by Data Protection Legislation and by the terms on which that data is supplied to CarCloud.

(e) Artificial intelligence: CarCloud trains and develops artificial intelligence and machine learning models for its own purposes only on Usage Analytics, and not on Customer Data or other personal data, unless the relevant controller has agreed otherwise in writing or the law otherwise permits. Using artificial intelligence or agentic features to provide the Services to you, including features that act on your data at your request, is processing on your behalf under Clause 29 (for Business Subscribers) or under the Privacy Notice (for Consumer Subscribers).

(f) Protections: CarCloud will not attempt to re-identify any individual, vehicle or Subscriber from Usage Analytics, and will contractually prohibit anyone it shares Usage Analytics with from doing so. CarCloud will not use Usage Analytics to make decisions about, or to price

products for, any identifiable Subscriber, User or driver, and will not disclose Usage Analytics in a way that identifies you as its source without your consent. CarCloud reviews its anonymisation methods regularly. If any data is found to be capable of identifying an individual, vehicle or Subscriber, CarCloud will treat it as personal data (and, where relevant, as Customer Data) until it has been re-anonymised or deleted.

(g) Survival: CarCloud's rights under this Clause 9.3 continue after these Terms end, and CarCloud is not required to delete Usage Analytics when your subscription ends.

(h) Your rights: Creating Usage Analytics from personal data is itself processing of personal data, which CarCloud carries out as described in its Privacy Notice (www.carcloudsolutions.com/legal/privacy-notice). Individuals can object to that processing as explained in the Privacy Notice. For Business Subscribers, CarCloud anonymises Customer Data on the Business Subscriber's instructions (Clause 29.6).

9.4 Feedback: If you provide CarCloud with suggestions, comments, or feedback about the Platform ("Feedback"), you grant CarCloud a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up licence to use that Feedback for any business purpose. For Business Subscribers, this licence is irrevocable. For Consumer Subscribers, the irrevocability of the licence is qualified to the extent required by applicable consumer protection legislation: Consumer Subscribers may withdraw the licence to use their specific Feedback for new purposes by giving CarCloud 30 days' written notice, but existing uses of that Feedback at the time of withdrawal may continue.

9.5 You must not: (a) copy, modify, or distribute the Platform or any part of it; (b) decompile, reverse engineer, or disassemble the Platform except as permitted by sections 50B and 296A of the Copyright, Designs and Patents Act 1988; (c) use the Platform to build a competing product or service; (d) remove or alter any copyright or trade mark notices in the Platform.

9.6 CarCloud may, for marketing purposes, refer to you as a customer and use your trading name and logo on its website, subject to your reasonable brand guidelines. You may withdraw this permission at any time by written notice to hello@carcloudsolutions.com.

10. Data Protection

i Summary of Data Protection Roles

The data protection roles under these Terms depend on who you are:

Business Subscribers: The Business Subscriber is the Data Controller for Customer Data. CarCloud is the Data Processor. See Clause 29 and Schedule 1.

Consumer Subscribers: CarCloud is the Data Controller for Consumer Subscriber personal data.See Clause 35.

FNOL data: CarCloud processes FNOL incident records as described in Clause 7.4.

Full details of how CarCloud processes personal data are set out in CarCloud's Privacy Notice: www.carcloudsolutions.com/legal/privacy-notice

10.1 Both parties will comply with all applicable requirements of: (a) to the extent the UK GDPR applies, the law of the United Kingdom relating to the protection of personal data, including the UK GDPR (as defined in the Data Protection Act 2018), the Data Protection

Act 2018, and the Privacy and Electronic Communications Regulations 2003; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which CarCloud is subject which relates to the protection of personal data (together "Data Protection Legislation").

10.2 Business Subscribers: The data protection provisions applicable to Business Subscribers (including the data processing schedule, sub-processor arrangements, and audit rights) are set out in Clause 29 and Schedule 1 of these Terms.

10.3 Consumer Subscribers: The data protection provisions applicable to Consumer Subscribers (including lawful bases, data rights, and retention) are set out in Clause 35 of these Terms.

10.4 Both Business Subscribers and Consumer Subscribers may exercise their data subject rights (including access, correction, erasure, restriction, and portability) by contacting CarCloud at hello@carcloudsolutions.com or as further described in CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice. You can also complain to us about how we use your personal data by using the contact form on our website or in the CarCloud Platform, or by emailing hello@carcloudsolutions.com. We will acknowledge your complaint within 5 Business Days of receiving it and respond without undue delay. You also have the right to complain to the Information Commissioner's Office (www.ico.org.uk).

10.5 Data breach notification: CarCloud will notify affected Subscribers of any personal data breach affecting their account or data without undue delay and in any event within the timescales required by applicable Data Protection Legislation. For Business Subscribers, CarCloud will additionally notify the Business Subscriber as data controller within 24 hours of becoming aware of a breach.

10.6 Sub-processors: CarCloud uses a list of approved sub-processors to process personal data in connection with the Platform. A current list of sub-processors is available at www.carcloudsolutions.com/legal/sub-processors. CarCloud will give Business Subscribers not less than 30 days' prior notice of any intended changes to its sub-processor arrangements.

11. Communications -- Service Messages and Marketing

11.1 Service communications: CarCloud will send you communications that are necessary for the delivery of the Platform and Services. These include: vehicle compliance reminders (MOT, road tax, Partner Trigger Points); account notifications; security alerts; and Platform update notifications. These are service communications, not marketing. You cannot opt out of service communications while your subscription is active, as they form part of the service you have subscribed to.

11.2 Marketing communications: CarCloud may, with your consent, send you promotional communications about new Platform features, CarCloud offers, and products and services available through the CarCloud Store. For individual consumers (Consumer Subscribers), CarCloud will only send electronic marketing if you have given your specific, freely-given, and informed consent (as required by the Privacy and Electronic Communications Regulations 2003, SI 2003/2426). For Business Subscribers, CarCloud may send marketing on a soft opt-in basis where you are an existing customer and the marketing relates to similar products and services, unless you have opted out.

11.3 Withdrawing marketing consent: You may withdraw your consent to marketing communications at any time by clicking the 'unsubscribe' link in any marketing email or by contacting us at hello@carcloudsolutions.com.

11.4 Audience Partner communications: If you have given consent for your introducing Audience Partner to contact you about their products (as requested during the onboarding process or in your account settings), that consent is separate from your consent to

CarCloud's own marketing. You may withdraw your consent for Audience Partner marketing by: (a) updating your preferences in your CarCloud account settings; or (b) contacting your introducing Partner directly. Withdrawal of Audience Partner marketing consent does not affect your CarCloud subscription.

11.5 CarCloud will never use your personal data to send marketing on behalf of any third party without your specific prior consent to that third party's marketing.

12. Service Levels and Availability

12.1 CarCloud will use commercially reasonable endeavours to ensure that the Platform is available to Subscribers with an uptime of at least 99% in each calendar month, measured on a 24/7/365 basis, excluding: (a) scheduled maintenance windows (notified in advance under Clause 12.3); and (b) downtime caused by circumstances outside CarCloud's reasonable control (force majeure events as described in Clause 20; third-party internet or hosting failures not caused by CarCloud's infrastructure choices).

12.1A Uptime reporting: CarCloud will report the Platform's actual uptime for each calendar month to the Business Subscriber's Admins (Account Admins or Fleet Admins), by email or in-platform.

12.2 Service credits: Where CarCloud fails to meet the 99% uptime commitment in any calendar month, Business Subscribers may request a service credit as set out in the Documentation. Service credits are a Business Subscriber's sole and exclusive remedy for any failure to meet the uptime commitment in Clause 12.1, although they do not affect any right to terminate for material breach. The total service credits in any calendar month will not exceed 10% of the Fees for that month. Consumer Subscribers may request a pro-rata refund for any period of unavailability.

12.3 Scheduled maintenance: CarCloud will provide not less than 72 hours' advance notice (via email and/or in-platform notification) of any scheduled maintenance that affects Platform availability. CarCloud will use reasonable endeavours to schedule maintenance outside of 9am-5pm UK business hours on Business Days.

12.4 CarCloud may suspend the Platform immediately and without prior notice if: (a) a Subscriber is in material breach of these Terms; (b) there is an emergency security threat or cyber incident; or (c) a third-party hosting or data provider requires emergency maintenance. CarCloud will notify affected Subscribers as soon as practicable in any such event.

12.5 Beta features: CarCloud may make new features available on a trial or beta basis from time to time. Beta features are provided 'as is' without warranty, and CarCloud accepts no liability for any defects or loss arising from their use.

13. Third-Party Providers, Integrations and Data Feeds

13.1 The Platform relies on data from third-party sources including, without limitation, the DVLA (for vehicle registration and compliance data), third-party licence checking providers, and other data feeds ("Data Feeds"). CarCloud has no control over the availability, accuracy, completeness, or timeliness of Data Feeds. Accordingly: (a) CarCloud is not liable for any error, omission, delay, or inaccuracy in Platform outputs caused by faults or limitations in the Data Feeds; (b) CarCloud is under no obligation to validate or moderate the content of the Data Feeds or the outputs generated in response to them; (c) you acknowledge that vehicle compliance information and other outputs derived from Data Feeds may not be complete or fully up to date, and that erroneous or misleading outputs may occur where the underlying data is flawed or incomplete; and (d) you are solely responsible for determining whether the Services and any outputs are suitable for your specific purposes, and for making any

business, operational, or employment decisions based on such outputs. CarCloud is not liable for any decision made or action taken in reliance on any Platform output or Data Feed result.

13.2 Third-party integrations: The Platform may offer integrations with third-party products, applications, and services. Such integrations are conditional on you maintaining valid licences or contracts with the relevant third party and providing all necessary cooperation for the integration to function. CarCloud makes no representations about the performance, availability, or suitability of any third-party integration.

13.3 You use third-party integrations and Store Partner products entirely at your own risk. Any agreement with a third party is between you and that third party. CarCloud accepts no liability for any third-party product or service, and any claims in respect of third-party products or services should be directed to the relevant third party.

13.4 CarCloud is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. You acknowledge that the Services and the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities and that these are beyond CarCloud's reasonable control. CarCloud's obligations regarding Platform availability under Clause 12 apply only to infrastructure within CarCloud's reasonable control and do not extend to internet or telecommunications infrastructure operated by third parties.

13.5 Telematics connections (coming soon): CarCloud intends to allow Business Subscribers to connect the Platform to their own telematics providers or other fleet systems through API connections, and will notify Subscribers when this feature becomes available. CarCloud will not provide telematics services itself. It will import data from the connected provider so that it can be viewed and managed in the Platform, acting as the Business Subscriber's processor. The Business Subscriber will be responsible for making sure it is entitled to share that data with CarCloud, and for deciding how it is used, including whether it is shared with insurers or used in connection with a claim.

13.6 CarCloud payment card (coming soon): Where CarCloud offers a payment card to Subscribers, the card programme will be provided in the UK by Atlas Consolidated (UK) Ltd (company number 16197917; registered office 14 Queen Anne's Gate, London, SW1H 9AA), the UK subsidiary of Atlas Consolidated Pte. Ltd. (Singapore), a financial services and banking-as-a-service technology provider, using its Hugo Hub product line. Atlas Consolidated (UK) Ltd has applied to the Financial Conduct Authority for authorisation as an electronic money institution. The regulated services for the card, including issuing the card and holding electronic money, are provided by FCA-authorised third parties, which will be named in the cardholder terms. The card will only be made available once the necessary authorisations are in place. The card will only be available to Subscribers aged 18 or over. The card will be provided under separate cardholder terms between you and the card issuer, which you must accept before a card is issued. CarCloud is not the issuer of the card and does not hold your money. CarCloud's role in the card programme is not carried on under its appointment as an Appointed Representative of ComplianceTrak Ltd. Atlas Consolidated (UK) Ltd and the authorised card issuer will carry out identity, anti-money laundering and fraud checks. Card and transaction data is processed and stored in the UK, as described in the CarCloud Privacy Notice and their own privacy notices.

14. Security and Your Responsibilities

14.1 You are responsible for: (a) maintaining the security and confidentiality of your account credentials; (b) ensuring that all persons who access the Platform through your account do so in accordance with these Terms; (c) configuring your own devices and network security appropriately to access the Platform; (d) promptly notifying CarCloud at

hello@carcloudsolutions.com of any actual or suspected unauthorised access to your account.

14.2 You must not: (a) share your account credentials with any unauthorised person; (b) use the Platform for any unlawful purpose or in breach of Applicable Law; (c) introduce Viruses or other malicious code into the Platform; (d) attempt to gain unauthorised access to any part of the Platform, its servers, or any connected systems; (e) use the Platform in a way that could damage, impair, or overburden CarCloud's infrastructure.

14.3 CarCloud will use commercially reasonable technical and organisational security measures to protect the Platform and all Subscriber data, as described in CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice. Transmission of data over the internet is not completely secure, and CarCloud cannot guarantee the security of data in transit.

15. Feedback

Clause 9.4 sets out the full terms governing Feedback. In summary: you grant CarCloud a broad licence to use any Feedback you provide; Consumer Subscribers may withdraw that licence for future use on 30 days' notice.

16. Confidentiality

16.1 "Confidential Information" means all written or oral confidential information disclosed by either party or its Representatives to the other party and that party's Representatives in connection with these Terms, including business plans, pricing, technical specifications, customer information, and the terms of these Terms themselves. Each party's Confidential Information expressly includes (for CarCloud) the Platform's architecture, algorithms, and pricing models, and (for Business Subscribers) all Customer Data. The parties agree that: (i) details of the Services and the results of any performance tests shall constitute CarCloud's Confidential Information; and (ii) Customer Data shall constitute the Business Subscriber's Confidential Information. "Representatives" means, in relation to a party, its employees, officers, contractors, subcontractors, representatives, and advisers.

16.2 Each party will: (a) keep the other's Confidential Information strictly confidential; (b) use it only for the purposes of performing these Terms ("Permitted Purpose"); (c) not disclose it to any third party without prior written consent, except to its Representatives who need to know it for the Permitted Purpose, provided that party informs such Representatives of the confidential nature of the information before disclosure and remains responsible for their compliance with these confidentiality obligations; and (d) at all times be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause. Each party reserves all rights in its Confidential Information and no rights or obligations other than those expressly stated in this Clause are granted or implied.

16.3 Confidentiality obligations do not apply to information that: (a) is or becomes publicly available without breach by the receiving party; (b) was already known to the receiving party before disclosure; (c) is independently developed by the receiving party without reference to the Confidential Information; or (d) must be disclosed by law or regulatory order (with prior notice to the disclosing party where legally permitted). Usage Analytics created in accordance with Clause 9.3 is not the Business Subscriber's Confidential Information.

16.4 These confidentiality obligations survive termination of these Terms for five (5) years in respect of general Confidential Information, and without limit in time in respect of trade secrets (including the Platform architecture, algorithms, and pricing models).

16.5 On termination of these Terms, each party will promptly return or destroy the other party's Confidential Information and (for Business Subscribers) CarCloud will return or delete Customer Data as described in Clause 22.

17. Our Warranties and Obligations

17.1 CarCloud warrants that during your subscription term, the Platform and Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

17.2 The warranty in Clause 17.1 does not apply to any material non-conformance caused by: (a) your use of the Platform contrary to CarCloud's instructions or these Terms; (b) modification of the Platform by any party other than CarCloud or its authorised agents; or (c) incorrect, inaccurate, or incomplete data provided by you. Where the Platform does not materially conform to the warranty, CarCloud will use commercially reasonable endeavours to correct the non-conformance or provide an equivalent remedy. This is your sole and exclusive remedy for breach of the warranty in Clause 17.1.

17.3 CarCloud warrants that it holds and will maintain all licences, consents, permissions, and regulatory authorisations necessary for the performance of its obligations under these Terms, including its Appointed Representative status with ComplianceTrak Ltd. CarCloud warrants that it will not conduct regulated activity beyond the scope of that Appointed Representative status.

17.4 Except as expressly stated in these Terms, the Platform is provided 'as is'. You acknowledge and agree that: (a) your use of the Services will not be uninterrupted or error-free; (b) the Services, Documentation, and any information obtained through the Services may not meet your requirements; and (c) the Platform and the Services may not be free from Viruses or other harmful code, notwithstanding CarCloud's reasonable security measures. To the fullest extent permitted by law, CarCloud excludes all implied conditions, warranties, and representations (whether arising by statute, common law, or otherwise) in respect of the Platform, except those that cannot lawfully be excluded (including, for Consumer Subscribers, the implied terms of satisfactory quality and fitness for purpose under the Consumer Rights Act 2015).

18. Limitation of Liability -- General

18.1 Except as expressly and specifically provided in these Terms: (a) you assume sole responsibility for results obtained from the use of the Platform, Services, and the Documentation, and for conclusions drawn from such use; CarCloud shall have no liability for any damage caused by errors or omissions in any information, instructions, or Customer Data provided to CarCloud in connection with the Services, or any actions taken by CarCloud at your direction; (b) for Business Subscribers only, all implied conditions, warranties, representations, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and (c) the Platform, Services, and the Documentation are provided on an "as is" basis, subject to Clause 17.

18.2 Nothing in these Terms excludes or limits CarCloud's liability for: (a) death or personal injury caused by CarCloud's negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by the Consumer Rights Act 2015 about services, digital content or goods (Consumer Subscribers only); (d) any other liability that cannot lawfully be excluded or limited.

18.3 Subject to Clause 18.2, CarCloud is not liable (whether in contract, tort including negligence, breach of statutory duty, or otherwise) for: (a) any loss of profits, sales,

business, or revenue; (b) any business interruption; (c) loss of anticipated savings; (d) wasted expenditure; (e) loss or corruption of data or information (subject to Clause 18.6); (f) loss of business opportunity, goodwill, or reputation; whether any such loss is direct or indirect; or (g) any special, indirect, or consequential loss, damage, charges, or expenses.

18.4 The exclusions in Clause 18.3 apply to Business Subscribers subject to the additional cap in Clause 31 (Part B). Consumer Subscribers are subject to the consumer-specific provisions in Clause 38 (Part C).

18.5 CarCloud is not responsible for decisions you make based on information provided by the Platform or the results of Licence Checks. You are solely responsible for determining whether Platform outputs are suitable for your specific purposes.

18.6 In the event of loss or damage to Customer Data, a Business Subscriber's sole and exclusive remedy is for CarCloud to use commercially reasonable endeavours to restore the lost or damaged Customer Data from the latest available backup. CarCloud is not responsible for data loss caused by third parties except those sub-contracted by CarCloud for data maintenance.

18.7 Reminders and notifications: Reminders and notifications provided through the Platform (for example, MOT, vehicle tax, insurance renewal, finance and Licence Check reminders) are provided to help you. They are not a substitute for your own checks. You remain responsible for making sure that your vehicles are taxed, insured, roadworthy and have a valid MOT and, for Business Subscribers, for meeting your duty of care to your drivers. Subject to Clause 18.2, CarCloud is not liable for any loss arising from a reminder or notification not being sent, being delayed or being inaccurate.

18.8 Third-party data: Information obtained from the DVLA, the DVSA, telematics providers, Connected Services, insurers and other third-party sources is displayed in the Platform as received. CarCloud does not verify it and, subject to Clause 18.2, is not liable for any error or omission in it.

18.9 Independent providers: Audience Partners, Store Partners, insurers, lenders, the card issuer and other providers to whom CarCloud refers you are independent of CarCloud. Any product or service they provide is supplied under their own terms. Subject to Clause 18.2 and to CarCloud's own obligations under these Terms (including its obligations as an Appointed Representative of ComplianceTrak Ltd), CarCloud is not responsible for their acts, omissions, advice, products or services. This Clause 18.9 does not affect CarCloud's responsibility for its own sub-processors.

19. Indemnity

19.1 Business Subscribers: The Customer (Business Subscriber) shall defend, indemnify, and hold harmless CarCloud against all claims, losses, damages, liabilities, costs (including legal fees), and expenses arising from: (a) Customer Data, including any claim that it infringes a third party's rights or breaches Data Protection Legislation; (b) the Business Subscriber's infringement of CarCloud's intellectual property rights; (c) the Business Subscriber's breach of Clause 9 (Intellectual Property), Clause 16 (Confidentiality), or Clause 29 (Data Protection); (d) any Licence Check requested by or for the Business Subscriber without a lawful basis, without the driver's required consent, or otherwise in breach of Clause 8 or the DVLA's requirements; (e) any data from a telematics provider or other Connected Service that the Business Subscriber was not entitled to share with CarCloud, or any instruction given by the Business Subscriber on how such data is used or shared (including with insurers); or (f) any breach of the EULA by the Business Subscriber's Users.

19.2 IP infringement by CarCloud: CarCloud shall defend the Business Subscriber against any claim that the Business Subscriber's use of the Platform in accordance with these

Terms infringes any third-party intellectual property rights, and shall indemnify the Business Subscriber for amounts awarded in judgment or settlement, provided CarCloud is: (a) given prompt notice of the claim; (b) given sole authority to defend or settle; and (c) provided with reasonable cooperation, at CarCloud's expense. In the defence or settlement of any such claim, CarCloud may, at its discretion: (i) procure the right for the Business Subscriber to continue using the Platform, Services, and/or Documentation; (ii) replace or modify the Platform, Services, and/or Documentation so that they become non-infringing; or (iii) if neither remedy in (i) or (ii) is reasonably available, terminate these Terms on two Business Days' written notice to the Business Subscriber without any additional liability or obligation to pay liquidated damages or other additional costs. This Clause 19.2 does not apply to claims based on Customer Data, modifications made by anyone other than CarCloud, use of the Platform contrary to CarCloud's instructions, or use of the Platform after notice of alleged infringement from CarCloud or any appropriate authority.

20. Force Majeure

20.1 Neither party is in breach of these Terms or liable for any failure or delay in performing its obligations (excluding payment obligations) if that failure or delay results from events, circumstances, or causes beyond its reasonable control, including acts of God, fire, flood, natural disaster, pandemic or epidemic, war, terrorism, civil unrest, failure of telecommunications or internet service providers, denial-of-service attacks or other cyber threats, cyber attacks, interruption or failure of utility services, power outages, the acts or omissions of third-party hosting or cloud providers, or the failure or unavailability of the DVLA or other government data services, telematics providers, or CarCloud's key technology and payment suppliers (including ONO App Ltd and Atlas Consolidated (UK) Ltd), in each case where beyond CarCloud's reasonable control. The time for performance of the affected obligations shall be extended by a period equivalent to the duration of the delay caused by the force majeure event.

20.2 The affected party will notify the other as soon as practicable, will take reasonable steps to minimise the impact, and will resume performance as soon as the event or circumstances permit.

20.3 If a force majeure event continues for more than 60 days, either party may terminate these Terms on written notice without further liability (except for amounts already due and payable).

21. Term and Termination

21.1 These Terms commence on the Effective Date. For Business Subscribers who onboard through the Platform's self-service flow, the subscription is paid through Stripe, runs monthly and renews automatically each month until cancelled. It may be cancelled at any time through Stripe, with effect from the end of the current monthly billing period. For Business Subscribers onboarded by the CarCloud team under an Order, the subscription continues for the Initial Term set out in that Order (or 12 months if not specified) and then automatically renews for successive Renewal Periods unless: (a) either party gives not less than 30 days' written notice of non-renewal before the end of the Initial Term or any Renewal Period; or (b) these Terms are terminated under Clause 20.3 or Clause 21.3. Team-onboarded Business Subscribers are committed to the full duration of the Initial Term and any Renewal Period. Early termination before the end of the current term is not available through self-service; a team-onboarded Business Subscriber wishing to give notice of non-renewal, or to discuss cancelling early, must contact CarCloud at subscriptions@carcloudsolutions.com, and Fees for the remainder of the current term remain payable unless CarCloud expressly agrees otherwise in writing.

21.2 How to cancel: (a) If you subscribed online and pay through Stripe (this includes all Consumer Subscribers and self-service Business Subscribers), you may cancel at any time through Stripe, using the link to manage your subscription in your Stripe payment emails. Cancellation takes effect at the end of your current monthly billing period, and no further charges will be applied after that date. If you cannot access Stripe, email subscriptions@carcloudsolutions.com and CarCloud will cancel for you. (b) If you were onboarded by the CarCloud team under an Order, contact CarCloud at subscriptions@carcloudsolutions.com to give notice under Clause 21.1. CarCloud will confirm every cancellation by email.

21.3 Either party may terminate these Terms with immediate effect if the other party: (a) fails to pay any amount due and remains in default for not less than 14 days after written notice to pay; (b) commits a material breach of these Terms and (where the breach is capable of remedy) fails to remedy it within 30 days of written notice; (c) is deemed unable to pay its debts as they fall due, suspends or threatens to suspend payment of its debts,

admits inability to pay its debts, is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 (disregarding the court satisfaction requirement), commences negotiations or enters into any compromise or arrangement with its creditors (other than for a solvent amalgamation or reconstruction), applies for or obtains a moratorium, is subject to a petition, notice, resolution, or order for winding up (other than for a solvent amalgamation or reconstruction), has an administrator, administrative receiver, or liquidator appointed or a person becomes entitled to appoint one, or if a creditor or encumbrancer takes possession or enforcement action against any of its assets which is not discharged within 14 days; (d) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any event in (c); (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (f) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy, provided that CarCloud shall form such opinion acting reasonably and in good faith, and shall not be required to wait for a formal insolvency event before exercising this right.

21.4 CarCloud may terminate a Consumer Subscriber's account immediately if the Consumer Subscriber is in serious breach of these Terms, including (without limitation) introducing Viruses, misrepresenting identity, or using the Platform for fraudulent purposes. CarCloud will give the Consumer Subscriber a reasonable opportunity to remedy any breach that is capable of remedy before exercising this right.

22. Consequences of Termination

22.1 On termination of these Terms for any reason: (a) all licences granted under these Terms terminate immediately and you must immediately cease all use of the Platform, the Services, and the Documentation; (b) you must immediately return and make no further use of any property, Documentation, and other materials (and all copies of them) belonging to CarCloud; (c) each party must immediately cease using the other's Confidential Information and, unless required by law to retain it, destroy or return all documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information and erase it from all computer and communications systems and devices (to the extent technically and legally practicable); and (d) any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination shall not be affected or prejudiced.

22.2 Business Subscribers: Within 14 days of the termination date, a Business Subscriber may request a copy of its Customer Data in an industry-standard machine-readable format. If no such request is received within 14 days, CarCloud may delete the Customer Data after the expiry of that period. If transition assistance is required, CarCloud may provide it at a separately agreed fee.

22.3 Consumer Subscribers: Following termination, CarCloud will retain personal data only for as long as required by law or as described in CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice. Consumer Subscribers may request deletion of their personal data at any time by contacting hello@carcloudsolutions.com, subject to CarCloud's legal obligations.

22.4 Accrued rights and obligations are not affected by termination. Clauses 9.3 (Usage Analytics), 16 (Confidentiality), 18, 19 and 31 (Liability and indemnities), and any other provision that by its nature is intended to continue, survive termination.

23. Complaints, Dispute Resolution and Financial Ombudsman Service

23.1 If you have a complaint about CarCloud or the Platform, please contact us in the first instance at: hello@carcloudsolutions.com (or by post to our registered office), or by using the contact form on our website or in the CarCloud Platform. We will acknowledge your complaint within 5 Business Days and aim to provide a full response within 8 weeks.

23.2 Where your complaint relates to a Regulated Activity conducted by CarCloud (in its capacity as Appointed Representative of ComplianceTrak Ltd) or by an Audience Partner that conducts Regulated Activity, and we are unable to resolve it to your satisfaction within 8 weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS). Please note: CarCloud will pass any complaint about its regulated activities to its principal, ComplianceTrak Ltd, within 48 hours of receiving it, and the complaint will be handled under ComplianceTrak Ltd's complaints procedure. CarCloud will not offer any payment or other redress for such a complaint without ComplianceTrak Ltd's agreement. You can also complain directly to ComplianceTrak Ltd by email at complaints@compliancetrak.io, by telephone on 01246 488180 or by post to 14 Wistanes Green, Wessington, Alfreton, Derbyshire, DE55 6JN. FOS jurisdiction applies only where the complaint concerns a Regulated Activity. Complaints about non-regulated Partner Products or the general CarCloud Platform are not within FOS jurisdiction. The FOS can be contacted at: Financial Ombudsman Service, Exchange Tower, London E14 9SR; telephone: 0800 023 4567; website: www.financial-ombudsman.org.uk. FOS is a free, independent service available to eligible complainants (including individual consumers and some small businesses).

23.3 If you are a Business Subscriber, before taking legal proceedings, both parties agree to attempt good-faith resolution of any dispute through escalation to senior management (within 20 Business Days of the dispute arising) and then, if unresolved, through mediation via a neutral mediator (costs shared equally). This does not prevent either party from seeking urgent injunctive relief from a court.

23.4 If you are a Consumer Subscriber and we cannot resolve a complaint that does not relate to Regulated Activity, we will tell you in writing. We do not currently use an alternative dispute resolution (ADR) provider for these complaints. If we agree to use one for a particular dispute, we will tell you which accredited ADR provider we will use. You can also bring legal proceedings as described in Clause 26.

24. Changes to These Terms

24.1 CarCloud may change these Terms to reflect changes in law, regulation, FCA requirements, or the Platform's features. We will give you not less than 30 days' written notice of any material change to these Terms. Consumer Subscribers may terminate their subscription without penalty if they do not accept a material change to these Terms, by giving written notice before the change takes effect.

24.2 We will always publish the current version of these Terms at www.carcloudsolutions.com/legal/terms-of-service. The version date and version number at the top of this document indicate when these Terms were last updated.

25. General Provisions

25.1 Entire Agreement: These Terms (together with the Privacy Notice, EULA, Cookie Policy, and Website Terms referenced in Clause 1.4) constitute the entire agreement between the parties in respect of the Platform and Services and supersede all prior agreements and understandings. Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not

set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

25.2 Variation: No variation of these Terms is effective unless agreed in writing and signed by CarCloud. This Clause 25.2 does not apply to changes made by CarCloud in the exercise of its right to update these Terms under Clause 24.1, which CarCloud may make unilaterally on the notice terms set out in that Clause.

25.3 Waiver: Failure to enforce any right under these Terms is not a waiver of that right.

25.4 Severance: If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Such modification or deletion shall not affect the validity and enforceability of the rest of these Terms. Where a provision is modified or deleted under this Clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25.5 Assignment: You may not, without CarCloud's prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any of your rights and obligations under these Terms. CarCloud may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under these Terms, including (without limitation) assignment to any successor entity, group company, or as part of any financing arrangement, provided that CarCloud gives you written notice of any such dealing that materially affects your rights under these Terms.

25.6 Rights and remedies: Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

25.7 No partnership or agency: Nothing in these Terms creates a partnership, joint venture, or agency between the parties.

25.8 Third-party rights: These Terms do not confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999, except as expressly stated.

25.9 Notices: Any notice given under or in connection with these Terms shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next-working-day delivery service to the registered office (if a company) or principal place of business; or (b) sent by email to hello@carcloudsolutions.com (to CarCloud) or to the email address associated with your account or specified in your Order (to you), and may also be delivered via the Platform's notification functionality. Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next-working-day delivery service, at 9.00 am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if that time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume. Either party may update its notice address by giving written notice to the other. This Clause does not apply to the service of proceedings or other documents in any legal action.

25.10 Counterparts: These Terms may be accepted electronically. Electronic acceptance has the same legal effect as a handwritten signature.

26. Governing Law and Jurisdiction

26.1 These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes) are governed by and construed in accordance with the laws of England and Wales.

26.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, except that nothing prevents either party from seeking urgent injunctive or interim relief in any court of competent jurisdiction.

26.3 Consumer Subscribers who reside in Scotland or Northern Ireland may also have rights to bring proceedings in the courts of Scotland or Northern Ireland respectively.

PART B -- BUSINESS SUBSCRIBERS

Part B applies to Business Subscribers only. It sets out the specific terms governing your Plan, Fees, Data Protection obligations, and liability. Read Part B alongside Part A.

27. Your Plan -- Licence, Credits and Add-Ons

There is one CarCloud Platform and no subscription tiers. You choose which features to use by buying the relevant credits or subscriptions (Vehicles Management, Claims & Incidents Tracking, Driving Licence Checks and, when available, other features), at the prices in your Order and Schedule 2. Your Plan Limits are the credits held on your account from time to time.

27.1 Subject to these Terms (including the Plan Limits), CarCloud grants you a non-exclusive, non-transferable licence during the Plan Term, without the right to sublicense, to permit your Users to access and use the Platform and Documentation solely for your internal business operations.

27.2 Users: You must ensure that: (a) each User is an individual you have authorised to use the Platform (there is no limit on the number of Users, and only the per-vehicle Fees are payable); (b) no User account is shared between more than one individual (save where the account is entirely reassigned to another individual, in which case the prior User's access must be revoked); (c) each User maintains a secure, unique password and keeps it confidential; (d) before inviting Users, you tell them that CarCloud is your chosen system for managing your vehicles and drivers, and that they will be asked to accept the EULA when they first log in; and (e) you comply with any fair use limits notified by CarCloud from time to time.

27.3 Acceptable use: You must not: (a) use the Platform for any unlawful purpose or permit any User to do so; (b) attempt to copy, modify, create derivative works from, reverse engineer, or mirror any part of the Platform; (c) use the Platform to build a product or service that competes with CarCloud; (d) make the Platform available to any third party except your Users; (e) store, transmit, or distribute any material that is unlawful, offensive, or infringes third-party rights; (f) introduce Viruses or other harmful code.

27.4 Monitoring: CarCloud may remotely monitor your use of the Platform to assess compliance with these Terms. If monitoring reveals a breach, CarCloud will give you written notice and a reasonable opportunity to remedy (where remediation is possible). Where monitoring reveals underpayment of Fees or User account sharing, you will pay the underpayment within 5 Business Days of notification. In addition to any other right or remedy available to it, CarCloud may charge you a reasonable fee, and you shall pay such fee, in the event that you breach the fair use limits notified by CarCloud from time to time under Clause 27.2(d).

27.5 Onboarding and initial Vehicle selection: During self-service onboarding, you will select the number of Vehicles you wish to add to the Platform. CarCloud will calculate the total Fees payable for your selected Vehicle count and present a payment page via its third-party payment processor (Stripe). Access to upload Vehicles is activated once payment has been successfully completed. The number of Vehicles you may upload to the Platform at any time is limited to the number of Vehicle Credits held on your account. You may not upload additional Vehicles beyond that limit without purchasing further Vehicle Credits in accordance with Clause 30.

27.5A Purchasing additional Vehicle Credits and Add-Ons: You may purchase additional Vehicle Credits in any quantity, and may also purchase Licence Check Credits (once that feature is live), or Add-Ons at any time via the self-service functionality within the Platform. Payment for any in-platform purchase is completed via Stripe Checkout in accordance with

Clause 30.2. Fees for additional Credits and Add-Ons are payable in full at the time of purchase.

27.6 The licence granted under this Clause 27 is granted to you (the Business Subscriber) only and does not extend to any subsidiary or holding company unless expressly agreed in writing.

27.7 You shall obtain and maintain all necessary licences, consents, and permissions necessary for CarCloud, its contractors, and agents to perform their obligations under these Terms, including (without limitation) any authorisations required in connection with data sharing, driver licence checks, and access to vehicle data. You shall promptly notify CarCloud if any such licence, consent, or permission is revoked, suspended, or becomes subject to any restriction that may affect CarCloud's ability to provide the Services.

27.8 You shall ensure that your network and systems comply with the relevant specifications provided by CarCloud from time to time. You are, to the extent permitted by law, solely responsible for procuring, maintaining, and securing your network connections and telecommunications links from your systems to CarCloud's data centres, and for all problems, conditions, delays, delivery failures, and other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

28. Support

28.1 Submit all support queries to hello@carcloudsolutions.com. CarCloud will use reasonable endeavours to respond promptly during Normal Business Hours (9.00 am to 5.00 pm on Business Days).

28.2 You will provide CarCloud with all reasonable cooperation and information required to enable CarCloud to provide support services.

29. Data Protection (Business Subscribers)

29.1 For the purposes of applicable Data Protection Legislation, you (the Business Subscriber) are the Data Controller and CarCloud is the Data Processor in respect of Customer Data processed through the Platform. The full details of the processing -- including the subject matter, nature and purpose of processing, duration, types of personal data, and categories of data subjects -- are set out in Schedule 1 of these Terms.

29.2 You warrant that: (a) you have all necessary consents, notices, and lawful bases in place to permit CarCloud to process Customer Data on your behalf as described in Schedule 1; (b) all Customer Data provided to CarCloud is lawful, reliable, accurate, complete, non-infringing, and of sufficient quality; CarCloud is not liable or responsible for any recommendations made or actions taken by the Platform or Services, or any error or loss resulting from the same, based on incorrect, inaccurate, incomplete, or unreliable Customer Data; and (c) you have complied with your obligations to inform data subjects (including your drivers and employees) of the processing of their personal data in connection with the Platform.

29.3 CarCloud shall, in relation to Customer Data processed under these Terms: (a) process it only on your documented instructions (including these Terms), including with regard to international transfers, unless required to do otherwise by law, in which case CarCloud will inform you of that legal requirement before processing unless the law prohibits this; and immediately inform you if, in its opinion, an instruction infringes Data Protection Legislation; (b) ensure persons with access to Customer Data are subject to confidentiality obligations; (c) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss; (d) not transfer Customer Data outside the United Kingdom or the EEA unless appropriate

safeguards are in place; (e) assist you in responding to data subject rights requests; (f) notify you without undue delay (and in any event within the period stated in Clause 10.5) of any personal data breach affecting Customer Data, providing the information you reasonably need to meet your own notification obligations; (ff) taking into account the nature of the processing and the information available to it, assist you in meeting your obligations on security, breach notification, data protection impact assessments and prior consultation with the Information Commissioner; (g) at your choice, delete or return Customer Data at the end of the provision of the Services (as described in Clause 22.2), and delete existing copies unless the law requires CarCloud to keep them; and (h) maintain records to demonstrate compliance and make available to you all information necessary to demonstrate compliance with this Clause 29, and allow for and contribute to audits, including inspections, by you or an auditor you appoint. Audits will normally be carried out remotely, on not less than 45 days' prior notice and not more than once in any 12-month period, except where an on-site inspection or additional audit is required by a regulator or following a personal data breach. You will bear your own audit costs.

29.4 Sub-processors: You provide your prior, general authorisation for CarCloud to engage sub-processors to process Customer Data, provided CarCloud: (a) maintains and makes available to you an up-to-date list of sub-processors (available at www.carcloudsolutions.com/legal/sub-processors); (b) ensures sub-processor contracts contain the same data protection obligations as this Clause 29 (including prompt notification of any personal data breach to CarCloud, so that CarCloud can meet the timescale in Clause 10.5); (c) remains responsible for sub-processors' acts and omissions; and (d) gives you not less than 30 days' prior notice of changes to sub-processors. You may object to a sub-processor change within 14 days on genuine Data Protection Legislation grounds -- if no solution is reached, you may terminate on written notice before the change takes effect.

29.5 CarCloud may revise this Clause 29 by replacing it with applicable controller-to-processor standard contractual clauses or certification scheme terms with not less than 30 days' notice.

29.6 Anonymised data: You instruct CarCloud to anonymise and aggregate Customer Data, to the standard in Clause 9.3(b) and subject to Clause 9.3(d), so that it no longer constitutes personal data and does not identify you, any vehicle or any individual, and to use the resulting data as Usage Analytics for the purposes in Clause 9.3(c). You confirm that you are entitled to give this instruction and that your privacy notice to your drivers and other Users explains it (CarCloud's Business Onboarding Steps include suggested wording). Once anonymised, that data is not Customer Data and is not your Confidential Information.

29.7 Onboarding steps for Business Subscribers: CarCloud's onboarding is designed so that data protection requirements are met before any driver data is added. It follows these steps, which are set out in more detail in the CarCloud Business Onboarding Steps (www.carcloudsolutions.com/legal/business-onboarding-steps):

(a) Acceptance: an Admin accepts these Terms on the Business Subscriber's behalf, including this Clause 29 and Schedule 1, which together form the data processing agreement, and confirms their authority to do so (Clause 1.3). The Admin also accepts the EULA as a User.

(b) Data protection set-up: before any driver is invited, the Admin records the Business Subscriber's details as Data Controller (including its ICO registration number and data protection contact) and confirms its lawful basis, its DPA 2018 Schedule 1 condition and Appropriate Policy Document for licence check data, its retention instructions, any additional recipients, and that its privacy notice covers the processing. CarCloud records who confirmed this, and when.

(c) Telling drivers: the Business Subscriber tells its drivers and other Users, before they are invited, that CarCloud is its chosen system and how their data will be used (Clauses 27.2(d) and 42.6). CarCloud provides template wording, including a Driver Data Notice.

(d) Invitations: CarCloud sends each invitation in the Business Subscriber's name, with a link to the Driver Data Notice.

(e) First login: each User accepts the EULA before entering or confirming any personal data. CarCloud records the EULA version accepted, and the date and time.

(f) Licence checks: the Platform obtains the driver's DVLA consent before each Licence Check (Clause 8).

(g) Personal accounts: drivers are never required to open a personal CarCloud account, and the Business Subscriber cannot see one (Clause 41.2).

The Business Subscriber remains responsible for its decisions as Data Controller, including its record of processing activities and whether a data protection impact assessment is needed. CarCloud will assist as described in Clause 29.3(ff).

30. Fees, Payment and Credits

30.1 You will pay the Fees set out in the Order in accordance with this Clause 30. Fees are payable in advance (monthly or annually as specified in the Order).

30.1A Payment methods: CarCloud supports two payment routes, as specified in the Order. (a) Self-service onboarding (Stripe Checkout): Business Subscribers who onboard via the Platform's self-service flow pay by card through Stripe, Inc. ("Stripe"), CarCloud's third-party payment processor. All in-platform purchases, including Vehicle Credits and Licence Check Credits, are also paid via Stripe Checkout. By paying via Stripe, you agree to Stripe's terms of service and privacy policy (available at https://stripe.com). Payment card data is collected and processed directly by Stripe and is not stored by CarCloud. CarCloud is not responsible for errors, failures, or delays caused by Stripe's systems. (b) Team-assisted onboarding (invoice): Business Subscribers onboarded directly by the CarCloud team may be invoiced and pay by bank transfer in accordance with the payment terms set out in the Order. Both payment routes are subject to the billing schedule and late payment provisions in Clauses 30.2 and 30.5. CarCloud reserves the right to change its payment processor on reasonable notice, and will notify you of any change that requires you to re-enter your payment details.

30.2 CarCloud will invoice you and/or collect payment by card via Stripe Checkout, as specified in the Order: (a) for annual Fees, on or after the Effective Date and, for Renewal Periods, not less than 30 days before the start of the next Renewal Period; (b) for monthly Fees, on or after the Effective Date and on the first day of each subsequent month; (c) for Vehicle Credits, Licence Check Credits, Add-Ons, Plan Limit increases, and upgrades, on or after the date of purchase.

30.3 Vehicle Credits: Each Vehicle Credit costs GBP5.00 plus VAT (GBP6.00 including VAT), as set out in Schedule 2, and entitles you to upload one owned or leased Vehicle to the Platform or, for Business Subscribers, two grey fleet Vehicles. CarCloud reconciles the Vehicle Credits used against your Vehicles in the following billing month. If you add a Vehicle part-way through a billing month, you buy a Vehicle Credit for that Vehicle when you add it, and your monthly subscription fee is increased to include that Vehicle from the start of the next billing month. For example, if a Business Subscriber pays for 10 owned Vehicles (GBP50.00 plus VAT per month) and adds an 11th, it pays GBP5.00 plus VAT for a Vehicle Credit when it adds that Vehicle, and its monthly fee becomes GBP55.00 plus VAT from the following month. Vehicle Credits are purchased during onboarding (as part of your initial vehicle selection) or at any time thereafter as an in-platform purchase via Stripe Checkout. You may purchase Vehicle Credits in any quantity. A Vehicle Credit is consumed when a Vehicle is added to your account. If you remove a Vehicle from your account, the associated Vehicle Credit is also consumed and cannot be reused or refunded — removing a Vehicle does not restore a Credit to your account. Your monthly subscription fee will be reduced to

reflect the removal from the start of the next billing month. No refund or reduction is given for the billing month in which the Vehicle is removed. You may only upload Vehicles up to the number of Vehicle Credits held on your account at any given time; to exceed that limit you must purchase additional Vehicle Credits. Vehicle Credits have no monetary value, are non-transferable (except with CarCloud's prior written consent), and cannot be redeemed for cash. You may remove Vehicle Credits that are not attached to a Vehicle at any time through the Platform. Your monthly subscription fee reduces accordingly from the start of the next billing month. No refund is given for the billing month in which the Credits are removed. Credits attached to a Vehicle cannot be removed.

30.4 Licence Check Credits: Once the Licence Check feature is live (as described in Clause 8), Business Subscribers may purchase Licence Check Credits in any quantity via the Platform. Each Licence Check Credit permits one Licence Check to be run. Licence Check Credits are purchased and paid via Stripe Checkout (self-service subscribers) or invoiced (team-onboarded subscribers) as applicable. Licence Check Credits have no monetary value, are non-transferable, and cannot be redeemed for cash. Unused Licence Check Credits expire at the end of the then-current Initial Term or Renewal Period (or, for self-service Business Subscribers, when the subscription ends) and are not refunded or carried forward. No Licence Check fee is refundable once a check has been run.

30.5 Late payment and account suspension: If CarCloud has not received payment in full by the due date: (a) CarCloud may suspend your account if payment remains outstanding for 14 days after the due date ("Suspension Date"). On suspension, you will retain the ability to log in to your account but will be unable to use the Platform until all outstanding amounts are paid in full. During any suspension you may request an export of your Customer Data, which CarCloud will provide within 14 Business Days of your request, and CarCloud will continue to comply with Clause 29 (Data Protection); (b) interest accrues daily on overdue amounts at 5% per annum over the Bank of England base rate from the due date until the date of actual payment; (c) if payment by card via Stripe fails, CarCloud may re-attempt collection until successful; where collection cannot be completed the relevant service or Credit will not be activated until payment is received. Suspension under this Clause does not constitute termination of these Terms.

30.5A CarCloud's right to disable an account: CarCloud may disable a Business Subscriber's account by written notice (including by email or in-platform notification) only where: (a) the Business Subscriber or any of its Users is in material breach of these Terms or the EULA (including Clause 27.3 (Acceptable use)); (b) CarCloud reasonably believes that the account is being used fraudulently or unlawfully, or in a way that threatens the security or integrity of the Platform or other customers' data; or (c) CarCloud is required to do so by law, by a regulator or court, or by ComplianceTrak Ltd. Where the matter is capable of remedy, CarCloud will first give written notice describing it and allow 30 days to remedy it (as in Clause 21.3(b)), and will only disable the account if it is not remedied within that period. CarCloud may disable an account immediately, without a remedy period, only where (b) or (c) applies and immediate action is reasonably necessary. While an account is disabled: (i) the Business Subscriber may request an export of its Customer Data, which CarCloud will provide within 14 Business Days of the request; (ii) CarCloud will continue to comply with Clause 29 (Data Protection); and (iii) the Business Subscriber may raise any disagreement through the complaints process in Clause 23. Non-payment is dealt with under Clause 30.5, not this Clause. Disabling an account under this Clause does not terminate these Terms unless CarCloud expressly states otherwise.

30.6 All Fees: (a) are payable in pounds sterling; (b) are (except as provided in Clause 31) non-cancellable and non-refundable once incurred; and (c) are shown exclusive of VAT for Business Subscribers, with VAT added at the applicable rate, and inclusive of VAT for Consumer Subscribers, as shown in Schedule 2 and the Order.

30.7 Fee increases and Schedule 2: The Fees applicable to Business Subscribers are set out in the Order. Standard platform rates are also set out in Schedule 2. CarCloud may

increase Fees at the start of any Renewal Period on not less than 60 days' written notice. You may terminate these Terms before the new Fees take effect if you do not accept the increase (Clause 21).

31. Limitation of Liability -- Business Subscribers

31.1 Subject to Clause 18.2 (which applies to both Business Subscribers and Consumer Subscribers), CarCloud's total aggregate liability to a Business Subscriber under or in connection with these Terms (whether in contract, tort, misrepresentation, or otherwise) in any 12-month period beginning on the Effective Date or any anniversary of it shall not exceed the greater of: (a) the total Fees paid or payable by the Business Subscriber to CarCloud in that 12-month period; and (b) £10,000.

31.2 The cap in Clause 31.1 does not apply to: (a) any liability arising from CarCloud's fraud or wilful default; or (b) any liability that cannot lawfully be limited (Clause 18.2). CarCloud's total aggregate liability in any 12-month period for: (i) breaches of Clause 29 (Data Protection) or Data Protection Legislation; (ii) breaches of Clause 16 (Confidentiality); and (iii) its obligations under Clause 19.2 (IP indemnity), shall not exceed £10,000 in aggregate. This cap is separate from and in addition to the cap in Clause 31.1, and the exclusions in Clause 18.3 continue to apply to these matters.

PART C -- CONSUMER / INDIVIDUAL SUBSCRIBERS

Part C applies to Consumer Subscribers -- private individuals who subscribe to CarCloud in a personal capacity, not in the course of a business or trade. It covers all three ways a consumer can arrive at CarCloud. Read Part C alongside Part A, which applies to everyone.

! Your Consumer Rights

As a consumer, you have additional legal protections under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and the FCA Consumer Duty. These protections cannot be excluded or watered down by these Terms. If anything in these Terms conflicts with your statutory consumer rights, your statutory rights prevail. For advice on your consumer rights, visit www.citizensadvice.org.uk.

32. How You May Have Found CarCloud

i Three Routes to CarCloud -- Your Terms Are the Same Whichever Way You Arrived

CarCloud can be found in three ways. Your core consumer rights and the platform you access are identical regardless of how you arrived. The only differences are the subscription rate and whether an Audience Partner's branding appears on your account. All platform features (insurance, compliance, Store, FNOL, finance, and future features) are available to all.

Route 1 -- Direct: You found CarCloud yourself (search, marketing, word of mouth).
You pay the standard rate. No Partner branding on your account. CarCloud refers you to the providers it recommends.

Route 2 -- Partner-introduced: A business CarCloud has partnered with (an Audience Partner) invited you as one of their customers. You pay the Partner Rate, which is the standard rate unless a discount has been agreed with your Partner.
Your Partner may appear in a featured position in your Store. See Clause 37.

Route 3 -- Grey Fleet: You drive your own vehicle for an employer that manages its grey fleet on its own CarCloud Business Account, and you have chosen to open a separate personal account. Your employer cannot see your personal account.
See Part D for the Grey Fleet framework.

32.1 A personal CarCloud account gives you access to the full CarCloud platform for your own vehicle(s). The platform features available to personal account holders are the same as those available to Business Subscribers and include: (a) vehicle compliance tracking -- MOT expiry, road tax renewal, insurance dates, service intervals, and other compliance and maintenance dates; (b) vehicle documents and records storage -- service history, certificates, and relevant vehicle paperwork stored securely; (c) access to Partner Products and the CarCloud Store (Clause 6 of Part A) -- including insurance, vehicle finance, tyres, servicing, parking, fuel, breakdown cover, and other automotive and mobility products; (d) the FNOL incident recording service (Clause 7 of Part A) -- when available; (e) the CarCloud payment card (Clause 13.6) and introductions to lending providers -- when available; (f) reminders and notifications tailored to your vehicle's needs; and (g) any other

features CarCloud introduces from time to time, described in CarCloud's Documentation and on the Platform.

32.2 A personal CarCloud account is yours. If you drive your own vehicle for an employer that uses CarCloud, your personal account is separate from your employer's Business Account, and your employer cannot see anything in it (Clause 41.2). An Audience Partner who introduced you can only see what you choose to share with it (see Clause 37).

32.3 CarCloud grants you a personal, non-exclusive, non-transferable right to use the Platform for your own personal vehicle management purposes during your subscription. You must be 18 or over. You may not share or transfer your account.

32.4 If you sell or give away a phone or other device that you use to access the Platform, log out of your account, remove any saved login details and delete the CarCloud companion app from it first. Your account remains accessible from any other device once you log in.

32.5 Anonymised data: CarCloud anonymises and aggregates data from the use of the Platform, including vehicle and journey data, so that it no longer identifies you, your vehicles or anyone else, and may use, share, license and sell the resulting anonymised data and analytical products, as set out in Clause 9.3. Health information is never included. You can object to your personal data being used in this way, as explained in the Privacy Notice (www.carcloudsolutions.com/legal/privacy-notice).

33. Pricing, Payment and Your Subscription

i Which Price Applies to You -- See Schedule 2

The current subscription rates are set out in Schedule 2 of these Terms.
Schedule 2 is updated when prices change -- the main terms remain the same.

Direct subscriber (Route 1): Standard Rate (see Schedule 2).

Partner-introduced (Route 2): Partner Rate (see Schedule 2). This rate is set by the commercial arrangement between CarCloud and the introducing Partner. It is not conditional on purchasing any product from the Partner.

Grey fleet driver (Route 3): Same as Route 1 or Route 2 depending on how you joined CarCloud (see Schedule 2).

33.1 Your subscription fee is charged monthly, per vehicle registered on your account, in advance. The applicable rate is set out in Schedule 2 of these Terms and depends on how you arrived at CarCloud as described above. Your rate is confirmed in your Order (for self-service Subscribers, the Stripe Checkout confirmation and the sign-up confirmation email). If a special offer or promotional rate applies at the time you open your account, that rate is confirmed in your Order and the applicable offer terms apply for the duration stated in that offer. If you add a vehicle part-way through a billing month, you buy a Vehicle Credit for that vehicle (GBP6.00 including VAT, or any discounted Partner Rate that applies) when you add it, and your monthly fee includes that vehicle from the start of the next billing month. If you remove a vehicle, your monthly fee is reduced from the start of the next billing month; no refund or reduction is given for the month in which the vehicle is removed. Vehicle Credits work as described in Clause 30.3.

33.2 All fees are inclusive of VAT at the applicable rate. CarCloud is responsible for accounting for VAT on your subscription.

33.3 Payment is collected monthly in advance by the card you authorise at registration. If a payment fails, CarCloud will notify you and allow a reasonable period to update your payment details before suspending access.

33.4 CarCloud may update Schedule 2 (Subscription Fees and Pricing) at any time on not less than 30 days' written notice. Updating Schedule 2 does not require amendment of these main Terms. Notice of a price change will be sent to you by email and displayed in your account. If you do not accept a change to your subscription rate, you may cancel your subscription before the new rate takes effect and receive a pro-rata refund of any fees paid for the period after cancellation. For Partner-introduced subscribers, the Partner Rate is set by the commercial arrangement between CarCloud and the introducing Partner -- changes to the Partner Rate will be notified to you with the same 30-day notice.

33.5 Refunds: Fees for any completed subscription month are non-refundable except: (a) during the 14-day cooling-off period (Clause 34); (b) where CarCloud ends your subscription for reasons other than your breach (Clause 40); or (c) where a service credit is due under Clause 12 of Part A. Your statutory rights regarding refunds for services not provided with reasonable skill and care under the Consumer Rights Act 2015 are not affected by this Clause.

34. Your Right to Cancel -- 14-Day Cooling-Off Period

34.1 You have the right to cancel your CarCloud subscription within 14 days of the date you first subscribe (the "cooling-off period"), without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. To cancel within this period, email us at subscriptions@carcloudsolutions.com or write to our registered office, so that we can arrange any refund due. A model cancellation form is available on request.

34.2 If you expressly ask us to start providing the Platform before the 14-day cooling-off period expires (by confirming this when you subscribe), and you then cancel within the 14-day period, CarCloud will charge you a pro-rata amount for the period of use from registration to cancellation. CarCloud will refund any remaining prepaid amount within 14 days of receiving your valid cancellation notice.

34.3 After the cooling-off period expires, you may cancel your subscription at any time through Stripe, as described in Clause 21.2(a). Cancellation takes effect at the end of your current monthly billing period, and no further monthly charges will apply after that. Fees paid for the month already in progress are non-refundable after the cooling-off period. If you cannot access Stripe, email subscriptions@carcloudsolutions.com and we will cancel for you.

34.4 Cancellation by CarCloud: CarCloud may only end your Consumer subscription for the reasons set out in Clause 40. Where CarCloud ends your subscription for reasons other than your breach, you will receive a pro-rata refund of any fees paid in advance for the unused period.

35. Consumer Data Protection

> **i CarCloud Is the Data Controller for Your Personal Account**
>
> For your personal CarCloud account, CarCloud is the Data Controller for your personal data. This means your data rights go directly to CarCloud (not via an employer or a Partner). Full details of how CarCloud uses your data are in CarCloud's Privacy Notice: www.carcloudsolutions.com/legal/privacy-notice

35.1 CarCloud is the Data Controller for the personal data you provide in connection with your personal CarCloud account and the personal data CarCloud collects about your vehicle(s) and your use of the Platform. CarCloud's lawful bases for processing your personal data are: (a) contract -- to deliver your subscription and the services you have signed up for; (b) legal obligation -- to comply with applicable laws; and (c) legitimate interests -- for platform security, analytics, fraud prevention, and service improvement. Where CarCloud sends you optional marketing communications, it relies on your consent (Clause 11 of Part A).

35.2 Please read CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice carefully. It sets out: what personal data CarCloud collects (including vehicle data from the DVLA and data you provide); why CarCloud collects it; how long it is kept; who it may be shared with; and your full data rights.

35.3 Your data rights: As a consumer, you have the following rights under the UK GDPR and the Data Protection Act 2018, exercisable at any time by contacting hello@carcloudsolutions.com:

- Right of access: receive a copy of the personal data CarCloud holds about you.

- Right to rectification: correct inaccurate or incomplete personal data.
- Right to erasure: request deletion of your personal data in certain circumstances.
- Right to restriction: ask CarCloud to restrict processing in certain circumstances.
- Right to data portability: receive your data in a structured, machine-readable format.
- Right to object: object to processing based on legitimate interests.
- Right to withdraw consent: withdraw any consent you have given (without affecting prior lawful processing). You can withdraw marketing consent at any time by clicking 'unsubscribe' in any CarCloud marketing email or by contacting us at hello@carcloudsolutions.com.

35.4 Route 1 (direct subscribers): CarCloud processes your personal data solely on the basis described in Clause 35.1. CarCloud does not share your personal data with any Audience Partner. No Audience Partner is featured on your account. CarCloud refers you to the providers it recommends (Clause 3.2(b)).

35.5 Route 2 (Partner-introduced subscribers): Where you joined CarCloud through an Audience Partner's introduction, CarCloud processes your account attribution data (your UTM code) to manage the commercial arrangement between CarCloud and that Partner. The specific data that may be shared with your introducing Partner, and the basis for doing so, are described in CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice and were disclosed to you when you registered. CarCloud shares your personal data with your introducing Partner only in accordance with the consent choices you made at registration and that you can update in your account settings at any time.

35.6 Route 3 (grey fleet drivers): Your personal account data is processed by CarCloud as Data Controller. Your personal account is separate from your employer's Business Account, and your employer cannot see it (Clause 41.2).

35.7 If you are dissatisfied with how CarCloud handles your personal data, you have the right to complain to the Information Commissioner's Office (ICO): www.ico.org.uk | 0303 123 1113.

36. Family Garages, Multi-Vehicle Accounts and Additional Users

36.1 Family garages: A Consumer Subscriber (the "account holder") may register more than one vehicle on their personal account and invite other people to join it, creating a shared family garage. The vehicles may be owned or driven by different people, for example family members. The account holder owns and controls the family garage. Family garages are designed for family members, but the account holder may invite anyone they choose, and the same rules apply.

36.2 Fees: The account holder pays the per-vehicle fee for every vehicle in the family garage, including vehicles added by additional users. There is no charge for additional users, and there can be more or fewer users than vehicles (for example, four vehicles and six drivers). Adding and removing vehicles is charged as described in Clause 30.3. A vehicle added by an additional user continues to be charged, including after that user leaves, until the account holder removes it.

36.3 Additional users, roles and visibility: Each additional user must be aged 18 or over and must accept the EULA. The account holder can see, edit and delete everything in the family garage. The account holder may give an additional user either an admin role, which lets them see, edit and delete all vehicles and records in the family garage, or a driver role, which lets them see only the vehicles they drive and the records relating to them. An additional user may add their own vehicles to the family garage, and may edit or delete what

they have added. Everything an additional user adds or records, including insurance, finance and other costs, documents and incident records, is visible to and controlled by the account holder, and is visible to any admin, who can also edit or delete it. An additional user who wants to keep that information private should open their own personal account instead. A personal account is completely separate, and its information is not part of any family garage. CarCloud will show each additional user this information before they join.

36.4 Responsibilities: CarCloud is the Data Controller for personal data in a family garage. The account holder must tell anyone whose vehicle or details are added to the family garage (including named drivers who are not users) that this has been done and who can see the information, and must not add another person's vehicle or personal details without their knowledge. The account holder is responsible for the subscription, the fees, and the use of the family garage by additional users.

36.5 Leaving or being removed: An additional user may leave a family garage at any time. Because the account holder pays for and controls the family garage, the account holder may remove any additional user at any time, for any reason and without notice, and each additional user accepts this when they join. When an additional user leaves or is removed: (a) their access to the family garage ends immediately; (b) the vehicles and records in the family garage, including those the additional user added, remain in the family garage under the account holder's control, and the account holder (or an admin) may edit or delete them; (c) the additional user may ask CarCloud for a copy of the information they added, in a commonly used electronic format, and may ask CarCloud to delete personal information that relates only to them (for example, their own insurance or finance details), which CarCloud will do after telling the account holder, unless CarCloud is entitled or required by law to keep it; and (d) moving a vehicle and its information directly from a family garage to the additional user's own personal account is not currently available. The additional user can add the vehicle to their own personal account and use the copy described in (c).

37. Your Partner Features -- If Applicable

>> Partner Features -- Coming Soon

The Partner features described in this Clause 37, including Partner branding, UTM attribution, Preferred Category positioning, Partner Trigger Point notifications, Cross-Category Notifications and the Partner rate, are not yet live, because CarCloud is still finalising its arrangements with Audience Partners. When they are activated, CarCloud will notify affected Subscribers by email and in-platform. Until activation, this Clause has no operational effect but forms part of these Terms.

>> This Clause Only Applies if You Were Introduced by an Audience Partner (Route 2 or 3)

If you registered directly at www.carcloudsolutions.com without a Partner invitation (Route 1), this Clause 37 does not apply to your account. No Partner branding appears on your dashboard, and CarCloud refers you to the providers it recommends (Clause 3.2(b)).

37.1 If you were introduced to CarCloud by an Audience Partner (Route 2) or if your employer's Grey Fleet account has an Audience Partner (Route 3), the following features may apply to your account, depending on what you consented to at registration:

- Partner branding: the introducing Partner's logo may appear on your CarCloud dashboard to reflect the introduction arrangement.

- Preferred Category: the Partner may appear as a featured provider in the Store category relevant to their products (for example, their product area in the Store). The Partner will be the only provider shown to you for the products and services it provides (Clause 3.2(a)).
- Partner Trigger Point notifications: CarCloud may notify you at points relevant to your relationship with the Partner (for example, a product renewal date) and refer you to the Partner.

37.2 None of the features in Clause 37.1 are automatic or obligatory. At registration you were given the choice of whether to feature the Partner on your account. You can change your Partner preferences at any time in your account settings without affecting your CarCloud subscription.

37.3 Freedom of choice: The Partner's featured position in your Store does not mean you are obliged to use or purchase from that Partner. CarCloud will always refer you back to the Partner for the products and services it provides (Clause 3.2(a)), but other providers are available in other Store categories. You are completely free to use any provider you choose for any product or service.

37.4 Removing your Partner association: You may at any time, through your account settings, remove the Partner Dashboard Branding from your account and stop being referred to the Partner (in which case Clause 3.2(b) applies). This does not affect your subscription rate (which is set at the time of registration and continues at the same rate).

37.5 Where your introducing Partner conducts Regulated Activity (for example, insurance distribution or consumer credit), the Regulated Activity Supplement applies to the Partner's features on your account. This means additional consumer protections apply -- see Clause 3 of Part A.

38. Consumer-Specific Liability Provisions

38.1 Clause 18 of Part A (Limitation of Liability) applies to Consumer Subscribers in full. In addition, CarCloud does not exclude or limit liability for: (a) breach of the statutory implied terms that services will be provided with reasonable skill and care (Consumer Rights Act 2015, section 49); (b) where a digital service does not conform to contract (Consumer Rights Act 2015, Part 1, Chapter 3); or (c) any other liability that cannot lawfully be excluded under consumer protection legislation.

38.2 CarCloud is responsible to Consumer Subscribers for loss or damage that is a foreseeable result of CarCloud breaking these Terms or failing to use reasonable care and skill. CarCloud is not responsible for loss or damage that is not foreseeable, or for business losses. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen. If defective digital content supplied by CarCloud damages a device or digital content belonging to you, CarCloud will either repair the damage or pay you compensation.

38.3 The exclusion of consequential loss in Clause 18.3 of Part A applies to Consumer Subscribers to the extent permitted by law. Where the Consumer Rights Act 2015 or any other consumer protection legislation requires CarCloud to accept liability for a type of loss excluded by Clause 18.3, that legislation prevails.

39. Consumer Complaints and the Financial Ombudsman Service

39.1 Clause 23 of Part A sets out CarCloud's full complaints procedure. In summary: contact hello@carcloudsolutions.com; CarCloud will acknowledge within 5 Business Days and provide a full response within 8 weeks.

39.2 Where your complaint relates to a Regulated Activity conducted by CarCloud (in its capacity as Appointed Representative of ComplianceTrak Ltd) or by an Audience Partner

that introduced you to CarCloud, and CarCloud cannot resolve it within 8 weeks, you may be entitled to refer it to the Financial Ombudsman Service (FOS). CarCloud will pass any complaint about its regulated activities to ComplianceTrak Ltd within 48 hours, and it will be handled under ComplianceTrak Ltd's complaints procedure (see Clause 23.2). FOS jurisdiction applies only to complaints about Regulated Activity. Complaints about the general CarCloud Platform, subscription fees, or features that do not involve Regulated Activity are not within FOS jurisdiction.

Financial Ombudsman Service
Exchange Tower, London E14 9SR
Telephone: 0800 023 4567 (free from mobile and landline)
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

The FOS is a free, independent service for eligible consumers.
You must complain to CarCloud first and allow us to respond before referring to FOS.
Direct subscribers (Route 1) whose complaint does not relate to Regulated Activity are not eligible for FOS referral in respect of that complaint.

39.3 For data protection complaints, contact the ICO: www.ico.org.uk | 0303 123 1113.

40. Termination of Consumer Accounts

40.1 You may cancel your account at any time as described in Clause 34. Termination rights in Clause 21 of Part A apply to Consumer Subscribers. In addition:

40.2 CarCloud may end your Consumer subscription immediately only where you are in serious breach of these Terms -- for example: introducing Viruses, misrepresenting your identity, or using the Platform for fraudulent purposes. CarCloud will give you a reasonable opportunity to remedy any breach that is capable of remedy before ending your account.

40.3 Where CarCloud ends your subscription for any reason other than your breach, you will receive a pro-rata refund of prepaid fees for the unused period, and 30 days' notice where practicable.

40.4 Following cancellation for any reason: (a) your access to the Platform ends at the close of your subscription period; (b) your vehicle data and personal information are retained only as required by law and as described in CarCloud's Privacy Notice www.carcloudsolutions.com/legal/privacy-notice; (c) you may request deletion of your personal data at any time by contacting hello@carcloudsolutions.com, subject to CarCloud's legal obligations; (d) if you were a Grey Fleet employee, your account and data are entirely personal to you and are handled as described in this Clause 40 regardless of what happens to your employer's Business Account.

40.5 If you drive your own vehicle for an employer whose Business Account ends: your personal account is not affected, because it is a separate subscription. CarCloud will give you not less than 30 days' notice of any change to your account as a result of the employer's account closure. You may choose to continue your personal subscription at the applicable standard rate.

PART D -- GREY FLEET AND BUSINESS ACCOUNT DRIVER DATA

41. Grey Fleet -- Business Account and Separate Personal Accounts

41.1 Grey fleet drivers on the Business Account: Grey fleet drivers (employees, workers and contractors who use their own vehicles for work) are onboarded by the Business Subscriber to its Business Account, in the same way as other drivers. The Business Subscriber is the Data Controller for that data and CarCloud is its Data Processor (Clauses 29 and 42). The Business Account holds only the information the Business Subscriber needs to run its business and remain compliant: for example, the vehicle details, that the vehicle is insured, taxed and has a valid MOT, that business-use insurance is in place (including the driver's declaration and the policy renewal date), and the results of driving licence checks. It does not hold the vehicle's valuation or the driver's costs of running the vehicle, such as insurance, finance and other costs that are not business-related. Grey fleet vehicles on a Business Account are charged at the grey fleet rate in Schedule 2 (GBP2.50 plus VAT per vehicle per month, including Claims & Incidents Tracking once live).

41.2 Separate personal accounts: A grey fleet driver may also, if they choose, open their own personal CarCloud account to manage other matters for their vehicle, such as finance and insurance costs. A personal account is a Consumer Subscriber account governed by Part C of these Terms, with CarCloud as Data Controller. It is completely separate from the Business Account: the two accounts are not linked, and no information in a personal account is shared with, or visible to, the Business Subscriber.

41.3 Business Subscriber obligations for grey fleet drivers:

- You must be duly authorised to invite employees on behalf of your organisation.
- You must tell grey fleet drivers, before they are invited, how their information will be used on your Business Account (Clause 42.6).
- You must not require any driver to open a personal CarCloud account, ask a driver for access to one, or make opening one a condition of employment or engagement.
- You must use grey fleet drivers' information on your Business Account only to manage driving-for-work compliance and run your business, and not for any unrelated purpose, such as performance monitoring or disciplinary action that is not connected with driving for work.

41.4 What Business Subscribers can and cannot see: The Business Subscriber can see the information held on its Business Account (Clause 41.1). It cannot see anything in a driver's personal account, including the driver's insurance and finance costs, the vehicle's valuation, or the driver's consent choices and account settings.

41.5 Audience Partners and personal accounts: If a grey fleet driver opens a personal account, any Audience Partner features in that account work as described in Clause 37. Each driver must give their own consent to any Partner marketing, and the Business Subscriber cannot consent on a driver's behalf.

41.6 End of the Business Subscriber's account: If the Business Subscriber's account ends, any personal accounts held by its drivers are not affected, because they are separate subscriptions.

41.7 Data protection: For grey fleet data on the Business Account, the Business Subscriber is the Data Controller and CarCloud is its Data Processor (Clauses 29 and 42). For a driver's personal account, CarCloud is the Data Controller, and the driver's rights are as set out in Clause 35. CarCloud does not share personal account data with the Business Subscriber.

42. Business Account -- Employee, Worker and Contractor Data

42.1 This Clause 42 addresses the processing of personal data relating to employees, workers, and contractors on a Business Subscriber's Business Account. It applies to grey fleet drivers on the Business Account as described in Clause 41.1.

42.2 Duty of care and legal obligation: When a Business Subscriber registers employee, worker, or contractor vehicles on their Business Account and uses CarCloud to manage vehicle compliance (MOT, road tax, vehicle documentation, driver licence checks, FNOL), the Business Subscriber does so to fulfil its legal duties. These duties arise under, without limitation: the Health and Safety at Work Act 1974 (sections 2 and 3); the Management of Health and Safety at Work Regulations 1999 (including Regulation 12); the Road Traffic Act 1988; and other applicable road safety and corporate governance legislation. Employers who permit any person (whether an employee, worker, agency worker, or contractor) to drive for work purposes have a non-delegable duty to ensure those vehicles are roadworthy, legally compliant, and appropriately insured, and that drivers hold valid licences.

42.3 Data Controller for Business Account data: For the purposes of applicable Data Protection Legislation, the Business Subscriber is the Data Controller for employee, worker, and contractor personal data processed on the Business Account. CarCloud processes that data as Data Processor on the Business Subscriber's instructions. The full data processing details are set out in Schedule 1 and Clause 29 of these Terms.

42.4 Lawful basis for employees and workers: The Business Subscriber processes the personal data of employees and workers on the Business Account on the lawful bases of: (a) legal obligation (compliance with health and safety and road traffic legislation); and (b) legitimate interests (duty of care management, risk management, vehicle compliance management, and corporate governance). Consent is not the lawful basis for this processing. Employees and workers cannot therefore opt out of their work vehicle being registered on the Business Account as a condition of driving that vehicle for work purposes.

42.5 Lawful basis for contractors: The lawful basis for processing contractor personal data on the Business Account depends on the nature of the contracting relationship:

- Individual contractors (sole traders and individuals contracting in a personal capacity): the lawful basis is legitimate interests (the Business Subscriber's duty to ensure safe driving for work under the Health and Safety at Work Act 1974 section 3 and the Management of Health and Safety at Work Regulations 1999 Regulation 12). The Business Subscriber should ensure its privacy notice or contractor engagement terms describe this processing.
- Corporate contractors (individuals contracting through their own limited company): the individual driving the vehicle is the data subject. The lawful basis for processing their personal driving and vehicle data is legitimate interests (same duty of care basis as above). The Business Subscriber should confirm with the contracting company that sharing the individual driver's data with CarCloud for compliance purposes is covered in the contractor's engagement documentation. The Business Subscriber and the contractor’s company are likely to be separate Data Controllers, and the contractor services agreement should include data protection provisions covering use of the CarCloud Platform.
- Regardless of contractor type, the Business Subscriber must ensure that contractors whose personal data is held on the Business Account are informed of that processing in accordance with the UK GDPR's transparency requirements (Articles 13 and 14).
- Grey fleet for contractors: contractors who use their own vehicle for the Business Subscriber’s work are added to the Business Account in the same way as employees (Clause 41.1). They may also open a separate personal account if they choose, which the Business Subscriber cannot see (Clause 41.2).

42.6 Transparency to employees, workers, and contractors: Business Subscribers are responsible for ensuring that all individuals whose personal data is processed on the Business Account are informed of that processing, in accordance with the UK GDPR's

transparency requirements (Articles 13 and 14). This is typically done through the Business Subscriber's own employee and contractor privacy notices, onboarding documentation, or data processing agreements. CarCloud provides template data processing information for Business Subscribers to use in their workforce communications on request at hello@carcloudsolutions.com.

42.7 Individual data rights: Employees, workers, and contractors whose data is processed on a Business Account should, in the first instance, direct any exercise of their data subject rights (access, correction, erasure, restriction, portability, or objection) to the Business Subscriber as Data Controller. The Business Subscriber must facilitate those requests in accordance with applicable Data Protection Legislation. CarCloud will assist Business Subscribers in responding to data subject rights requests as described in Clause 29.3(e).

42.8 Driving Licence Checks and contractors: A Business Subscriber may conduct Driving Licence Checks (Clause 8) on contractors who drive for work purposes, on the same duty of care basis as for employees and workers. The lawful basis is legal obligation (Health and Safety at Work Act 1974 section 3; Management of Health and Safety at Work Regulations 1999 Regulation 12) and legitimate interests. Consent is not the lawful basis for duty of care licence checks, but the DVLA requires the contractor's consent, which the Platform obtains before any check is carried out, and the contractor must have been informed of the processing under Clause 42.6.

42.9 Relationship with personal accounts: The processing described in this Clause 42 (Business Account, employer's or engager's legal obligations) is entirely separate from any personal CarCloud account that a driver chooses to open (Clause 41.2). An employee, worker or contractor whose vehicle is on the Business Account does not need a personal account, and the Business Subscriber cannot see any personal account.

42.10 Driver declarations: Where a driver is asked in the Platform to confirm details about their own vehicle or insurance (for example, that their motor insurance policy includes business-use cover, and its renewal date), that declaration is made by the driver, who is responsible for its accuracy. CarCloud records the declaration but does not verify it and is not responsible for its accuracy. The Business Subscriber remains responsible for its own duty-of-care checks, including deciding whether to rely on the declaration or to ask to see the driver's policy documents. The declaration is held on the Business Subscriber's Business Account, where the Business Subscriber can see it, and the driver is responsible for keeping it accurate and up to date.

SCHEDULE 1 -- DATA PROCESSING DETAILS (BUSINESS SUBSCRIBERS)

This Schedule sets out the data processing details applicable to Business Subscribers where CarCloud acts as Data Processor and the Business Subscriber acts as Data Controller, as required by Article 28 of the UK GDPR.

DATA PROCESSING DETAILS	
Subject-matter	The processing of personal data arising from the provision and operation of the Platform and Services under these Terms.
Nature and purpose	Processing personal data for the purpose of vehicle and driver management, driver licence checks, fleet compliance management, incident recording (FNOL), platform administration, user management, reporting, analytics, customer support, and anonymising and aggregating Customer Data to create Usage Analytics (Clauses 9.3 and 29.6), in each case as instructed by the Business Subscriber.
Duration	For the duration of these Terms, or as otherwise required by applicable law.
Types of personal data	Names, contact details (including email addresses and telephone numbers), job titles, employee or driver identifiers, driving licence details, vehicle registration marks, vehicle compliance data, usage and activity data, records arising from compliance checks, incident and FNOL records, health information recorded in incident reports (special category data), criminal offence data contained in Licence Check results, geolocation data (where applicable), and any other personal data submitted through or generated by use of the Platform.
Categories of data subject	Employees, workers, contractors, drivers, fleet administrators, and other Users authorised by the Business Subscriber; and third parties, passengers and witnesses whose details are recorded in incident reports.
Sub-processors	A current list of sub-processors engaged by CarCloud is available at www.carcloudsolutions.com/legal/sub-processors. CarCloud will give Business Subscribers not less than 30 days' notice of any changes to sub-processors in accordance with Clause 29.4.
International transfers	CarCloud will only transfer personal data outside the United Kingdom or the EEA where appropriate safeguards are in place in accordance with the UK GDPR, including adequacy decisions, standard contractual clauses, or other approved transfer mechanisms.
Security measures	CarCloud implements technical and organisational security measures appropriate to the risk, including encryption of data in transit and at rest, access controls, regular security testing, audit logging, and business continuity and disaster recovery procedures. Details are available on request.

SCHEDULE 2 -- SUBSCRIPTION FEES AND PRICING

This Schedule 2 sets out the current subscription fees and pricing applicable under these Terms. Schedule 2 may be updated by CarCloud from time to time. When Schedule 2 is updated, the main Terms of Service do not require amendment. Subscribers will be notified of any change to fees applicable to their account in accordance with the notice provisions in the main Terms (Clause 33.4 for Consumer Subscribers; Clause 30.7 for Business Subscribers).

S2.1 Consumer Subscriber Rates

The following rates apply to Consumer Subscribers. All rates are per vehicle per month except where stated.

Vehicles Management -- Subscriber Route	Monthly Rate (incl. VAT)	Monthly Rate (ex. VAT)	VAT Amount
Route 1 -- Direct (standard rate)	GBP6.00 per vehicle	GBP5.00	GBP1.00
Route 2 -- Partner-introduced (Partner rate)	GBP6.00 per vehicle, unless a discount is agreed with the Partner (not yet available)	GBP5.00	GBP1.00
Route 3 -- Grey fleet driver's own personal account	GBP6.00 per vehicle	GBP5.00	GBP1.00

VAT is charged at the standard UK rate of 20%. All fees are per vehicle per month, billed monthly in advance, and include Claims & Incidents Tracking once it is live. CarCloud accounts for VAT on all subscription fees.

S2.2 Business Subscriber Rates

Business Subscriber fees are set out in the Order applicable to each Business Subscriber's Plan. Standard platform rates for reference are as follows. Business prices are quoted exclusive of VAT, which is added at the standard UK rate (currently 20%); the figures including VAT are shown for reference.

Plan / Feature	Rate (incl. VAT)	Rate (ex. VAT)	Notes
Vehicles Management -- owned or leased vehicles (including Claims & Incidents Tracking once live)	GBP6.00 per vehicle / month	GBP5.00	As set out in Order
Vehicles Management -- grey fleet vehicles (including Claims & Incidents Tracking once live)	GBP3.00 per vehicle / month	GBP2.50	As set out in Order

Plan / Feature	Rate (incl. VAT)	Rate (ex. VAT)	Notes
Partner-introduced Business rate	GBP6.00 per vehicle / month	GBP5.00	Not yet available. The standard rate applies unless a volume discount is agreed separately with the Partner or in the Order
Driving Licence Checks (employee, worker and contractor licence verification)	GBP3.60 per check	GBP3.00	As set out in Order / Platform -- not yet live
Vehicle Credits (and Licence Check Credits once live)	GBP6.00 per Vehicle Credit	GBP5.00	One Vehicle Credit covers one owned or leased Vehicle, or two grey fleet Vehicles. Bought when a Vehicle is added part-way through a billing month and reconciled in the following billing month (Clause 30.3). Licence Check Credits: one per check.
Add-Ons	As set out in Order or Platform	Variable	See Order for applicable Add-On fees
Management Reporting	Coming soon	--	Pricing to be confirmed (see S2.4)

S2.3 Promotional and Special Offer Rates

CarCloud may from time to time offer promotional or introductory rates to new subscribers or in connection with specific campaigns or Partner arrangements. Any promotional rate applicable to a Subscriber's account is confirmed in that Subscriber's Order when the account is opened. Promotional rates are subject to the specific offer terms and duration stated at the time of the offer. Upon expiry of a promotional rate, the applicable standard rate in this Schedule takes effect unless otherwise agreed in writing.

Promotional or special offer rates do not alter any other term of these Terms of Service. The notice provisions for rate changes in Clause 33.4 (Consumer Subscribers) and Clause 30.7 (Business Subscribers) apply equally to any return to standard rates on expiry of a promotional period.

S2.4 Future Features -- Pricing to Be Added

i Pricing for Features Not Yet Live

The following features are planned but not yet live. When these features are activated, their pricing will be added to this Schedule by updating Schedule 2. No amendment to the main Terms of Service will be required.

Driving Licence Checks (coming soon): GBP3.00 plus VAT per check (Business Subscribers only). Claims & Incidents Tracking (coming soon): included in the monthly Vehicles Management fee at no extra charge.

Management Reporting (coming soon): Pricing to be confirmed -- insert in this Schedule when live.

Lending and payments: Pricing to be confirmed -- insert in this Schedule when live.

Any other new feature: Pricing to be added to this Schedule when the feature is introduced. Subscribers will receive 30 days notice of any new fee-bearing feature before it is charged.

S2.5 Schedule 2 Version History

Version	Date	Summary of Changes
S2 v1.0	5 October 2026	Initial Schedule. Business Subscribers: GBP5.00 plus VAT per owned or leased vehicle; GBP2.50 plus VAT per grey fleet vehicle; GBP3.00 plus VAT per Driving Licence Check. Consumer Subscribers: GBP6.00 including VAT per vehicle. Claims & Incidents Tracking included in the vehicle fee once live.

END OF TERMS OF SERVICE

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Version 2.1 | Effective Date: 5 October 2026 | hello@carcloudsolutions.com
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