

NAURT TERMS AND CONDITIONS

14th April, 2026

1. Introduction

1.1 These Naurt Terms and Conditions ("Terms") define the agreement ("Agreement") between Naurt, Inc. ("Company", "We", "Us", "Our", "Naurt") and the customer ("Customer", "You", "Your").

1.2 By creating a Naurt account and using Our Services, You agree to comply with and be bound by these Terms. If You do not agree with these Terms, you must not use the Services. Should Customer fail to comply with the Terms of this Agreement, We reserve the right to terminate Your account, and legal action may be taken against You.

1.3 Naurt reserves the right to amend these Terms and Agreement without notice. Naurt shall inform by email of such amendments. Continued use of the Services following such an amendment implies Agreement with the amended Terms. Should You not agree with the amended Terms, You must contact support@naurt.com immediately.

2. Definitions

2.1 "Services": Represents all services provided by Naurt including but not limited to the APIs, dashboards, SDKs or any products Naurt offers.

2.2 "API Key": Refers to the unique Key assigned to Customers for activating Naurt's Services.

2.3 "Content": Refers to any and all output from any of Naurt's Services.

2.4 "Location Data": Any information, data, or metadata relating to geographic or spatial positioning generated, collected, provided, or derived from Naurt's Services, including but not limited to, coordinates, geographic markers, points of interest, building locations, entrances, parking zones, routes, or any other data or information that identifies, references, or describes a physical or geographic location.

2.5 "Confidential Information": refers to all non-public data, information, and other materials provided by Naurt or the Customer that is marked or otherwise designated as confidential or that, under the circumstances surrounding the disclosure, ought to be treated as confidential. This includes, but is not limited to, trade secrets, technology, business plans, pricing agreements or pricing proposals, and Customer data which was not in the receiving parties lawful possession prior to these confidentiality obligations.

2.6 "Parties": Collectively refers to Naurt and the Customer.

2.7 "Benchmarking": Any form of performance analysis, or comparative study the of Services or Content against any other products or services by any other third party.

3. Account Registration and Security Obligations

3.1 To access and utilise Naurt's Services, You are required to complete the registration process by providing accurate and current information.

3.2 Naurt provides a separate Privacy Policy and a Cookie Policy which You implicitly agree to when making an account with Naurt. These can also be found hosted on the dashboard or alternatively you may email support@naurt.com to request a copy. Naurt reserves the right to amend the Privacy Policy and Cookie Policy without notice. Naurt shall inform by email of such amendments. Continued use of the Services following such an amendment implies Agreement with the amended Privacy Policy and Cookie Policy. Should You not agree with the amended Privacy Policy and Cookie Policy, You must contact support@naurt.com immediately.

3.3 You must be at least 18 years old to use the Services. By creating an account You represent that You are at least 18 years old.

3.4 If you enter into this agreement on behalf of another legal entity, you represent that you have authority to bind that entity to these Terms, in which case "You" shall mean the entity you represent.

3.5 You hereby accept the responsibility for preserving the confidentiality of Your account information and the API Key. You acknowledge and agree that You are exclusively accountable for any and all actions and activities that transpire under Your account or associated with Your API Key.

3.6 You must promptly inform Naurt of any suspected unauthorised use of Your account, API Key, or any other potential security breach. This may be done by contacting support@naurt.com. In instances of unauthorised usage of Your account or API Key that occur due to failure to maintain confidentiality, Naurt retains the right to bill You for such usage.

3.7 Any failure to maintain the security of Your account or API Key may result in unauthorised use, for which You will be held liable. Naurt is not responsible for any losses You incur due to such unauthorised usage, and You hereby agree to cover any costs or charges that may arise as a result

4. Grant of License and Service Provision

4.1 Provided that You adhere to the stipulations of this Agreement and remit the appropriate Charges, Naurt grants You a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Services and Content.

5. Intellectual Property

5.1 Naurt reserves the right to use Customer's name and the general description of Customer's usage of the Services or Content for case studies or as part of marketing, public relations, and sales materials. Customer may request in writing for Naurt to cease using Customer's information for these purposes.

5.2 The use of the Services does not confer any rights or licences to any of Naurt's intellectual property rights, other than the limited licence expressly granted in these Terms.

5.3 You must adhere to all relevant intellectual property laws and respect Naurt's ownership of its intellectual property. Any violation of Naurt's intellectual property rights will result in legal action.

5.4 You may not use the intellectual property of Naurt, trademarks, logos, and other Naurt identifying materials as part of your operations for commercial or non-commercial purposes without approval from Naurt.

5.5 Data used to provide Services or Content may be sourced from Ordnance Survey.

6. Independent Development

6.1 Naurt reserves the right to develop, acquire, licence, market, promote, or distribute products, software, or technologies that are similar to, compete with, or otherwise related to those provided by Customer under this agreement. Such activities shall not constitute a breach of this agreement, provided they are developed independently without reliance on Customer's Confidential Information.

7. Permitted Usage and Restrictions

7.1 You are not authorised to:

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying concepts, algorithms, or structure of any Content or Services;
- Resell, re-licence, or distribute any of the Content or Services;
- Use the Services or Content in a way which could reasonably be considered a competitor of Naurt;
- Scrape or systematically download any of the Content in part or in whole;
- Use the Services in a way that may cause damage, disablement, overburdening, or impairment of the Services or interfere with any other party's use and enjoyment of the Services;

- Pre-fetch, index, store, or cache any Content except under the limited conditions stated in the Terms;
- Combine the Content with any open-source code or materials that would impose copyleft obligations on any part of the Content;
- Use the Content or Services in a manner which is illegal, harmful, unethical, obscene or fraudulent;
- Use the Content or Services in a manner which causes financial or economic harm, including but not limited to gambling or multi-level marketing;
- Use the Content or Services in a manner which offers or provides legal, medical or financial advice;
- Create derivative works from the Content or Services, defined as any material created through inference, enrichment, or machine learning models;
- Publicly disclose the results of any Benchmarking.

7.2 Without limiting the foregoing, You may temporarily process and cache Content for up to 24 hours where strictly necessary to complete a single, immediate, operational workflow including route planning, dispatch, or delivery sequencing. Such use is permitted only where Content for that workflow are not reused for any other workflow or use in any way.

7.3 When using or displaying any Content, Customer must provide appropriate attribution. "© Naurt" shall be clearly displayed, with a link to Naurt's Webpage at www.naurt.com.

8. Data Collection and Usage

8.1 Naurt maintains the right to utilise data gathered and/or created as part of its Services for any commercial or non-commercial purposes it deems appropriate. This may encompass, but is not limited to, the creation of new products, services, as well as the development of marketing and sales material.

8.2 Naurt reserves the right use any collected Location Data for commercial purposes.

9. Confidential Information

9.1 Both Naurt and the Customer agree to hold each other's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties or to use such Confidential Information for any purpose except as expressly permitted herein. Both parties agree to take all reasonable steps, to prevent the unauthorised duplication or disclosure of the Confidential Information.

9.2 Upon termination of these Terms or upon Naurt's request, the Customer shall promptly return or, if instructed by Naurt, destroy all copies of Naurt's Confidential Information. Similarly, upon termination of these Terms or upon the Customer's request, Naurt shall promptly return or, if instructed by the Customer, destroy all copies of the Customer's Confidential Information.

9.3 The obligations set forth in this Confidentiality section shall survive the termination or expiration of these Terms for a period of five (5) years.

10. Payment Procedures

10.1 All payments are processed by a third-party payment provider, Stripe, a trusted and industry-standard provider of payment processing. The provider's terms and privacy policy may apply to payment transactions. We do not store or process any payment details, including credit card information.

10.2 The Customer agrees to adhere to the fees, payment schedules, and financial obligations as specified in their service subscription agreement, including any changes to fees communicated by Naurt. Payment obligations are non-cancellable, and fees paid are non-refundable, except as explicitly provided in this agreement.

10.3 You reserve the right to cancel Your subscription at any point in time. Upon cancellation, You will retain access to Naurt's Services until the conclusion of the current billing period.

10.4 Customers subscribed to Our monthly plans should be aware that these subscriptions are non-refundable. If You decide to cancel Your monthly plan, please note that Your cancellation will take effect at the end of your current billing cycle.

11. Warranties and Liability

11.1 Both Parties warrant and represent that:

- They have full power and authority to enter into and perform this Agreement;
- By entering this Agreement, it is not in breach of any obligations to any third party;
- They shall carry out its obligations hereunder with reasonable care and skill and in accordance with generally-recognised commercial practices and standards;
- All information provide by both Parties shall be complete and accurate at all times;
- Both Parties shall comply with applicable law at all times.

11.2 The Customer warrants and represents that:

- The Customer shall on reasonable request provide feedback to Naurt on the operation and performance of the Services and Content;
- The Customer shall not represent itself as an agent of Naurt for any purpose nor pledge Naurt's credit or give any condition or warranty or make any representation on Naurt's behalf or commit Naurt to any contracts.

11.1 Naurt provides its services and products "as is" and "as available", without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Customer acknowledges that use of Naurt's services is at their sole risk and discretion. No advice or information, whether oral or written, obtained by the Customer from Naurt or through the services shall create any warranty not expressly made herein.

11.2 Without limiting the foregoing, Naurt makes no warranty that:

- the Services or Content will meet Customer's requirements;
- the Services or Content will be uninterrupted, timely, secure, or error-free;
- the results obtained from the use of the Services or Content will be accurate, complete, reliable, effective, fit for a particular purpose or of a satisfactory quality;
- the Services or Content will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion.

11.3 Notwithstanding anything to the contrary in this agreement, Naurt shall not be liable to the Customer for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, use, goodwill, or other intangible losses, arising out of or related to this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if Naurt has been advised of the possibility of such damages.

11.4 Notwithstanding anything herein to the contrary, the limitations set forth in this Section shall not apply to either party's indemnification obligations or a breach of either Party's confidentiality obligations.

11.5 Without limiting the foregoing, Customer is solely responsible for supervising use of the Services and Content. Content obtained from Services may differ from actual conditions, may include errors or omissions, and may not be suitable for Customer's purposes. Customer must exercise independent judgement when using the Services or Content.

11.6 Naurt shall not be liable for any failure or delay in performing its obligations under this agreement to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, war,

terrorism, civil unrest, labour disputes, interruption or failure of utility or telecommunications services, internet outages, cyber attacks, governmental action, epidemic or pandemic, or any other natural disaster.

12. Indemnity

12.1 You agree to indemnify and hold Naurt harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) made against Naurt by any third party due to, or arising out of, or in connection with Your use of the Services, Content or any activities conducted through Your account.

13. Termination Rights

13.1 Naurt retains the right to terminate a Customer's access to the Services in the event of a violation of these Terms or in instances of unauthorised or unlawful use of the Services.

13.2 In the case of such termination You will lose access to Naurt's Services. However, You may still be held responsible for any unpaid amounts or outstanding balances related to the use of Services prior to termination. No refunds will be provided for termination of access to the Services. Naurt's decision to terminate a Customer's access is final and binding. Naurt reserves the right to pursue legal action in the event of a breach of these Terms or illegal use of the Services.

13.3 By using Naurt's Services, You agree to adhere to these Terms, and any breach may result in termination and potential legal consequences.

13.4 Should you wish to terminate your account, you may do so at any time by contacting support@naurt.com. Note that fees are non-refundable.

14. Governing Law and Jurisdiction

14.1 These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the Laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with these Terms.