

Terms and Conditions

Lox Solution B.V.

(November 2025 v2.1)

As of 29 October 2025, Lox Solution B.V. has legally merged into Sendcloud B.V. All rights and obligations of Lox Solution B.V. have therefore transferred to Sendcloud B.V. by operation of law. Your existing agreements and our services continue without change, but Sendcloud B.V. is now your contracting party.

Please note that Sendcloud B.V. or its Sendcloud affiliates may issue invoices and/or receive payments on behalf of Sendcloud B.V. This administrative change does not affect your contractual relationship or obligations.

TABLE OF CONTENTS

Clause	Page
1. Definitions	3
2. Applicability and Modification	4
3. Implementation of the Order Form	4
4. Service levels and Service Description	5
5. Obligations of the Client	5
6. Payment	6
7. License	7
8. Client Data	7
9. Data Protection and Compliance	7
10. Term and Termination	8
11. Liability and Indemnification	9
12. Force Majeure	9
13. Confidentiality	10
14. Miscellaneous	11
15. Applicable Law and Disputes	11

1. DEFINITIONS

1.1 In these Terms and Conditions, the following capitalised definitions apply:

- **Account:** the login credentials of the User, created by the User through a registration link, through the Client or provided by Lox, which are used by the User to access the Platform;
- **Client:** the natural or legal person that has entered into an agreement with Lox through an Order Form;
- **Client Data:** any data or information provided to Lox by the User or the Client through their access or use of the Platform;
- **Contract:** these Terms and Conditions in conjunction with the Order Form, the SLA, and any annexes and/or appendices subject to the hierarchy described in clause 14.1;
- **IP Rights** any and all present and future (worldwide) intellectual property rights that may reside in, be contained in, arise from or relate to the Services and/or the Platform, whether or not disclosed, including but not limited to copyrights (including all disclosure and reproduction rights), trademarks, designs, patents, know-how, domain names, trade names, neighbouring rights, trade secrets, methods and database rights, rights to use the name Lox, including grants and renewals of such rights and all equivalent rights or forms of protection that exist or will arise, whether registered, filed, submitted or applied for that may reside in, be contained in or arising from the Services and the Platform;
- **Lox:** Lox Solution B.V. a private company with limited liability having its corporate seat in Rotterdam, the Netherlands, located at Stationsplein 45.C8.073, 3013 AK Rotterdam, registered with the Dutch Trade Register under file number 78325862;
- **Order Form:** the written agreement between Lox and the Client to provide the Services to the Client;
- **Parties:** the Client and Lox, each individually or together;
- **Platform:** the dashboard and automated claim resolution platform, which is software provided by Lox as a service, through the website of Lox or through affiliated websites;
- **Services:** the services to be provided by or on behalf of Lox, as described in the Order Form and the Service Description, which may include the provision of access to the Platform;
- **Service Description(s)** the description of the Services, including the features and functionalities thereof, as available on the website of Lox and which may be amended by Lox in the event that new and/or amended features and/or functionalities will be introduced;

- **SLA:** the service level agreement that describes the standards, service levels and KPI's of the Services, as available on the website of Lox and which may be amended by Lox;
- **Terms:** these Terms and Conditions, of which the latest applicable version is published on the website of Lox;
- **User:** the end user that accesses or uses the Platform and/or the Services on behalf of the Client.

2. APPLICABILITY AND MODIFICATION

- 2.1 Under the Contract, Lox will provide various Services to the Client, including possible access to a Platform for managing errors during package delivery in order for the Client to efficiently track and resolve delivery-related problems, enhancing customer satisfaction. The specific Services to be provided to the Client will be described in the Order Form.
- 2.2 These Terms form part of the Contract and of all requests, offers and quotations made by Lox to a third party in respect of the performance of the Services. By signing the Order Form, the Client accepts and agrees to be bound by these Terms.
- 2.3 Lox reserves the right to unilaterally amend or supplement these Terms at any time. The revised Terms shall enter into force on the date that Lox has published the Terms on the website of Lox. In case of material changes, Lox will notify the Client by e-mail. The Client's use of the Platform and Services after publication indicates that the Client accepts and agrees to be bound by the revised Terms.

3. IMPLEMENTATION OF THE ORDER FORM

- 3.1 The Order Form will be concluded upon signing of the Order Form by both Parties.
- 3.2 Any additional agreements, alterations and/or promises made in respect of the Order Form after the conclusion thereof shall only be binding if these have been agreed upon in writing by the Parties through a signed Order Form which includes such agreements, alterations and/or promises.
- 3.3 Parties shall enter timely into negotiations and they shall endeavour to amend the Contract accordingly in mutual consultation if, during the implementation of the Contract, it seems that it is necessary to amend all or part of the Contract in order to ensure proper provision of the Services. The mutual consultation shall not be obstructed or delayed by a Party on unreasonable grounds. In case no timely solution has been reached, Lox is entitled to terminate the Contract with immediate effect.
- 3.4 Lox is entitled to engage sub-contractors at its sole discretion to perform all or part of the Services. Lox will ensure that such sub-contractors are bound by and adhere to similar material obligations that apply to Lox as a result of the Contract. Lox will publish and maintain an overview of its sub-contractors on the website of Lox. If Lox engages new sub-contractors to perform all or part of the Services in a way that might affect Lox' ability to provide the Services, it will inform the Client in writing prior to engaging the sub-contractor. The Client is entitled to raise any reasonable objections to the engagement of a specific sub-contractor within thirty days after being informed of such engagement. Lox will strive to remedy and/or honour any reasonable objections of the Client in so far as this is possible.

4. SERVICE LEVELS AND SERVICE DESCRIPTION

- 4.1 Lox will perform the Services with care to the best of its ability, in accordance with the provisions of the Contract, including the features and functionalities as set out in the Service Description(s) of which the latest version shall be published on the website of Lox.
- 4.2 Lox will provide the Services in accordance with the standards, service levels and KPI's described in the applicable SLA, of which the latest version shall be published on the website of Lox. If there are any material changes to the SLA, Lox will inform the Client in writing.
- 4.3 Should an incident occur that materially impacts the service levels described in the applicable SLA, Lox will notify the Client in writing. Lox will strive to the best of its ability to resolve incidents that impact the service levels within a reasonable period and in accordance with the times lines as set out in the applicable SLA.
- 4.4 Any set time frames, terms and deadlines related to the provision of the Services by Lox are purely of an indicative nature, unless specifically agreed otherwise in writing. A breach of such time frames, terms or deadlines by Lox will not constitute a breach of the Contract.

5. OBLIGATIONS OF THE CLIENT

- 5.1 The Client is responsible for its own use of the Platform and of the Services and for the manner in which the Platform and Services are used for its business purposes. The Client guarantees that it will use the Platform and Services properly, for their intended purposes, and in compliance with the Contract and any applicable laws and regulations.
- 5.2 The Client is and shall remain responsible for instructing the Users on the proper use of the Platform and Services as described in clause 5.1. Lox agrees to assist the Client in this responsibility and provide relevant training materials for Users in order to assist in proper use of the Platform and Services.
- 5.3 If applicable, the Client will input the necessary Client Data, including but not limited to resolving documents, information, data, records, and materials, into the software platform to utilize its features and functionalities effectively, such as providing carrier credentials and managing shipment data. Failure to provide the necessary Client Data may result in Lox Solution being unable to perform its obligations effectively. In such cases, Lox Solution reserves the right to issue an invoice based on estimated performance metrics, as outlined in the Contract.
- 5.4 The Client guarantees that the Items provided are correct, complete, legitimate and suitable for use by Lox for its obligations under the Contract.
- 5.5 In the event that any Items are incorrect, incomplete or otherwise not suitable for use by Lox, or if any Items are not provided in a timely manner, Lox is not liable for any inability to perform its obligations under the Contract as a result. The Client must, upon Lox' request in writing, rectify such incorrect or complete Items or provide missing Items without undue delay.
- 5.6 The Client agrees that Lox is entitled, but not obligated, to further develop and update the Platform and Services as Lox deems appropriate. The Client is obligated to accept any such changes to the Platform and Services by Lox. If such changes materially impair the usability of the Platform and Services for the Client's business purposes, Lox will inform the Client in writing. In such an event, the Client will be entitled to terminate the Contract by the date on which the changes will take effect, unless such changes are necessary for, arising from or related to the compliance with applicable laws and regulations or orders from competent authorities.

6. PAYMENT

- 6.1 Lox shall issue a monthly invoice to the Client for the subscription fee, which will be sent on the first day of each calendar month. Any additional services shall be invoiced separately, and these invoices will be issued at the month's end. Exceptions to this invoicing schedule may occur if alternative terms are explicitly outlined in the Order Form.
- 6.2 Unless explicitly stated otherwise in the Order Form, Lox Solution is entitled to implement an annual fee indexation. The indexation will be based on the latest available annual data from the [CBS 62-63 IT- and information services price index](#) for a full calendar year. Lox Solution will provide the Client with written notice of any planned indexation at least three months prior to its implementation. Should Lox Solution opt to increase the fee beyond the rate specified by the CBS ICT prices index, the Client reserves the right to terminate the existing Contract within two months of receiving the written notification of such an increase."
- 6.3 Payment of the invoice shall be made by wire transfer in euros within 14 calendar days upon dispatch of the invoice by Lox. If the Client disputes the amount of fees invoiced by Lox, the Client must do so through written notice, stating the grounds for the dispute, and pay any undisputed fees within the original payment term of the invoice as described in this clause. The Parties will enter into negotiation in good faith regarding the remaining payment, during which the Client may withhold payment of the disputed fees. In the event the Parties are unable to resolve the dispute within 30 calendar days after the Client's written notice, the Client will be due the statutory (commercial) interest rate on any outstanding claim every day onward, without a notice of default being required.
- 6.4 The Client will not be entitled to suspend payment (in Dutch: *opschorten*) or to set off any payment under the Contract with an (alleged) claim against Lox (in Dutch: *verrekenen*).
- 6.5 Any claim of Lox under the Contract will be immediately and fully due and payable if:
- (a) the Client fails to fulfil a material obligation towards Lox;
 - (b) the Client is granted (temporary) suspension of payment or a request for such suspension for the Client has been requested;
 - (c) the Client is put into liquidation or a winding-up petition has been filed;
 - (d) the Client dies or is placed under guardianship;
 - (e) any asset of the Client is seized; or
 - (f) the Client ceases or transfers its business or a substantial part thereof. This also includes the case that the Client transfers its business to a new to be established or existing company, or changes the objective of its business.
- 6.6 In the case of late payment of any undisputed claim of Lox, the Client will, with immediate effect and without a notice of default being required, be due the statutory (commercial) interest rate on any outstanding claim. If, after due notice, the Client remains in default with respect to outstanding payments, Lox is entitled to charge the Client for all reasonable collection fees and legal fees for the aforementioned notice and any further (legal) action.

7. LICENSE

- 7.1 The IP Rights are and will remain the exclusive property of Lox.
- 7.2 Lox hereby grants the Client, and any affiliated parties represented by the Client provided that they are described in the Order Form, a worldwide, non-exclusive, non-transferable, and non-sublicensable license to use the IP Rights for the sole purpose of receiving the Services as agreed in the Order Form for own business purposes, for which royalties are paid as described in clause 6 and in the Order Form. The Client is not granted a license to or any other rights in relation

to the source code of the Platform or other Lox Services, or to any parts thereof, nor will the Client be entitled or granted access thereto.

- 7.3 Neither the Platform, nor any intellectual property rights and/or knowhow therein, nor any other intellectual property rights of Lox may be extracted, duplicated, modified, republished, transmitted, shared or otherwise used by the Client, the User or third parties, except as described in clause 7.2.
- 7.4 The license described in clause 7.2 will be immediately terminated upon expiry or termination of the Contract and will in no event last longer than the term described in the Order Form. In the event that Parties have entered into multiple Order Forms, the license necessary for each Order Form will be immediately terminated upon expiry or termination of that Order Form and will in no event last longer than the term of the latest Order Form.

8. CLIENT DATA

- 8.1 The Client is responsible for uploading, transferring and otherwise submitting to the Platform any Client Data that is necessary for the Services. If the Client does not provide all necessary Client Data or if the Client provides incorrect or incompatible Client Data, Lox is not accountable for the impact that this may have on the provision of Services or the service levels described in the SLA.
- 8.2 Client Data remains the property of the User or Client and will only be used by Lox pursuant to the license granted in clause 8.3.
- 8.3 The Client hereby grants Lox a worldwide, royalty-free, non-exclusive, non-transferable, irrevocable and non-sublicensable license to use Client Data to the extent necessary to provide the Services and to further develop the Platform and the Services of Lox. The Client warrants that it is entitled to share the Client Data with Lox for the purpose of the provision of Services by Lox to the Client. Lox agrees to, if possible, anonymize Client Data during development so that no personal data is used for this purpose.

9. DATA PROTECTION AND COMPLIANCE

- 9.1 Lox will strive to the best of its ability to ensure that the Platform and the Services comply with applicable data protection legislation, such as the General Data Protection Regulation ("**GDPR**") and its Dutch Implementation Act (*Uitvoeringswet Algemene Verordening Gegevensbescherming*). Lox does not guarantee that the Platform or the Services are in compliance with applicable law.
- 9.2 Lox is not liable for any fines, claims, actions or disputes regarding its use of Client Data, including personal data, for its obligations under the Contract in violation of applicable law, including but not limited to the GDPR.
- 9.3 Lox and the Client agree that Lox qualifies as an independent controller, as described in the GDPR. The Client shall inform the data subjects whose personal data is included in the Client Data of the processing activities by Lox and shall relay any data subject requests pertaining to the Services, such as a request to access personal data, to Lox.
- 9.4 The Client is responsible for ensuring the accuracy and completeness of personal data provided to Lox.
- 9.5 Lox will ensure that any transfer of personal data included in the Client Data by Lox to a third country outside the European Economic Area and any onward transfer therefrom is subject to adequate safeguards as described in Chapter V of the GDPR.
- 9.6 Parties agree to provide reasonable assistance to each other in the performance of their obligations under the GDPR. This includes, where reasonably necessary, assistance with adhering to data subject rights requests and performing required incident notifications and providing any information reasonably necessary to comply with requirements of the GDPR.

10. TERM AND TERMINATION

- 10.1 The Contract will last for the term described in the Order Form or, in the event that Parties have entered into multiple Order Forms, for the longest term described in those Order Forms, unless terminated earlier in accordance with this clause.
- 10.2 If an Order Form was concluded for a definite term, the Order Form will automatically be renewed and extended for the same period as specified in the original Order Form, unless the Client has given written notice of non-renewal at least three months prior to the expiry of the term of the Order Form.
- 10.3 If the Contract was concluded for an indefinite term, either Party may terminate (in Dutch: opzeggen) the Contract, taking into account the obligation to provide the other Party with a written notice of termination, including a notice period of three months. The Client must send such written notice to the following e-mail address of Lox Solution: customersuccess@loxsolution.com.
- 10.4 If the Contract was concluded for a definite term, the Client is not entitled to terminate the Contract except as provided in clause 10.5. Lox retains the right to terminate the Contract, taking into account the obligation to provide the Client with a written notice of termination including a notice period of 30 calendar days.
- 10.5 Without prejudice to other termination rights, either Party may terminate the Contract, in whole or in part, with immediate effect in the event that:
- (i) circumstances occur that according to Lox are of such a nature that performance of the Contract or maintaining the Contract in whole or in part is impossible, or in accordance with the requirements of reasonableness and fairness this performance or maintaining can no longer be required from Lox;
 - (ii) a force majeure situation occurs on the side of either Party, as described in clause 12; or
 - (iii) circumstances occur as described in clause 6.5.
- 10.6 Without prejudice to other termination rights, Lox may terminate the Contract, in whole or in part, with immediate effect in case of a breach of a material provision of the Contract on the side of the Client. Material provisions include at least clause 5, clause 7, and clause 13.
- 10.7 The amounts invoiced by Lox prior to the termination of the Contract by either Party shall remain payable in full and shall become immediately due and payable at the time of termination, unless the Client proves that Lox is in default with respect to material parts of the Services. Lox is not liable for any damage suffered by the Client as a result of termination.
- 10.8 After termination of the Contract, Lox shall return Client Data and confidential information of the Client as described in clause 13.1 to the Client or destroy such data and information, on the request of the Client. The Client in turn shall return confidential information of Lox or destroy such information, on the request of Lox.
- 10.9 Neither Party is entitled to dissolve (in Dutch: *ontbinden*) the Contract.

11. LIABILITY AND INDEMNIFICATION

- 11.1 Lox is not liable to the Client for any indirect damages, including those relating to, following from, or in connection with the Services, the Platform, the information therein, the Contract or related services of Lox. This applies to all indirect damages, including, but not limited to, damages resulting from third-party claims and litigation, loss of Client Data or other data, and loss of profit.

- 11.2 The total liability of Lox to the Client for any direct damages, including those relating to, following from, or in connection with the Services, the Platform, the information therein, the Contract or related Services of Lox, is limited to a maximum of the total sum of the fees that were invoiced during the 12 months prior to the first event giving rise to such liability in accordance with clause 5. In no event will the total liability of Lox exceed EUR 1,000,000.
- 11.3 Lox is not liable for damages, of any nature whatsoever, in the following events:
- (i) the damages are caused by Lox or a third party engaged by Lox relying on incorrect and/or incomplete information provided by the Client;
 - (ii) the damages are suffered by an auxiliary person, such as a User or a third-party, rather than by the Client;
 - (iii) the damages are caused by incorrect use, reckless use, or misuse of the Platform and/or Services by the Client;
 - (iv) the damages are caused by a software error in the Platform or Services that cannot be attributed to Lox.
- 11.4 The limitations of liability described in this clause are not applicable if the damage is the result of any intent or deliberate recklessness on the part of Lox or its managing subordinates.
- 11.5 The Client shall indemnify and hold harmless Lox from and against all fines, claims, demands, actions or proceedings, instituted against Lox by any third party (including authorities) in respect of any (alleged) losses, (alleged) violations or (alleged) damages suffered and concluded by such third parties and arisen out of or in connection with the fulfilment by the Client of any of its obligations under the Contract.

12. FORCE MAJEURE

- 12.1 Parties agree that a situation of force majeure is situation as referred to in Section 6:75 of the Dutch Civil Code, on the understanding that force majeure also comprises, but is not limited to: acts or measures of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, strikes, work interruptions, embargo, blockade, pandemic or epidemic, acts of war, failures in the performance by suppliers and/or subcontractors of Lox (whether or not attributable), power failure, internet failure, software failure, or cyber-attacks.
- 12.2 In the event of a delay or a failure as a result of a force majeure situation on the part of a Party, the date of delivery or time of completion of the obligations of the Party will be extended for the duration of the situation of the force majeure and the period of time reasonably necessary to overcome the effect of this situation.
- 12.3 A Party may only rely on force majeure as described in this clause if they inform the other Party without undue delay of the existence of the force majeure situation in writing, including necessary evidence as applicable.

13. CONFIDENTIALITY

- 13.1 The Client is obliged to maintain the strictest confidentiality towards third parties regarding the Contract, the Services, the Platform, and all information therein, including the Account, and other things of which the Client knows or ought reasonably to know the confidential nature thereof. Lox hereby agrees to maintain such confidentiality regarding the Contract, Account, Client Data and the Client's use of the Platform, including any information associated therewith, and other things of which Lox knows or ought reasonably to know the confidential nature thereof, except to the extent necessary for the engagement of subcontractors by Lox.

- 13.2 The Client and the User may not sell, rent, or otherwise share the Account or allow third parties to access the Platform, other than what is agreed upon in the Order Form.
- 13.3 Lox may use the name of the Client as a reference with potential clients. Furthermore, Lox may disclose general results of the Services it has performed for the Client as a reference with potential clients. Lox shall provide those results in a way that the data cannot be traced back to an individual carrier, delivery, or customer of the Client. Lox shall not use the name or the results in a way that would harm the Client's brand image. Lox shall not disclose any information other than aforementioned relating to the organization of the Client or its transport activity without the consent of the Client.
- 13.4 Breach of this clause as a result of an obligation from a statutory provision or court ruling shall not give rise to the penalty as described in clause 13.7, a claim for damage, or termination of the Contract with immediate effect.
- 13.5 If either Party is required to disclose confidential information pursuant to a statutory provision or court ruling, it shall promptly inform the other Party in writing of such obligation. The Party shall also enable the other Party to reasonably seek protection from such obligation and, if necessary, cooperate in obtaining such protection.
- 13.6 Parties agree to pass the obligation of confidentiality described in this clause on to their employees and, as applicable, third parties.
- 13.7 For each breach of this clause, the breaching Party is obligated to pay an immediately due and payable penalty of EUR 50.000 to the other Party. In addition, the breaching Party is obligated to pay EUR 1.000 to the other Party for each day that confidential information is available to third parties as a result of the breach. If the confidentiality of such information cannot be recovered, the latter payment will at maximum be EUR 50.000, without prejudice to other legal rights to claim damages.
- 13.8 Clause 11.2 shall apply mutatis mutandis to clause 13.7, to the extent that the penalty for a breach of confidentiality by Lox can never exceed the maximum of total liability described therein.
- 13.9 The restrictions imposed by this clause shall not apply to confidential information which:
- (a) is now in or hereafter comes into the public domain other than as a result of a breach of this clause; or
 - (b) was already known to the other Party or developed independently by the other Party before the disclosing Party had disclosed this information.

14. MISCELLANEOUS

- 14.1 Where any conflict exists between the provisions in the Order Form and these Terms, the Order Form prevails. Where any conflict exists between the provisions in any annexes to these Terms (e.g. the SLA) and these Terms, these Terms prevail.
- 14.2 In the case of any conflict between these Terms in English and any translated version thereof, the English version will prevail. In case of any interpretation difficulties of a translated version, the Terms in English will serve as the starting point for the interpretation.
- 14.3 If any clauses in the Contract are deemed null and void or are annulled, the other clauses remain fully applicable and effective. Parties will replace the void or invalid clauses as soon as possible with clauses that are valid and binding and whose legal consequences will correspond as closely as possible to those of the void or invalid clauses, in accordance with the content and purpose of the Contract.
- 14.4 All clauses in the Contract which by their content are intended to have effect between the Parties after expiry of the Contract, including but not limited to clause 11 and 13, shall remain in force between the Parties after the Contract is expired or terminated.

- 14.5 The clauses included in these Terms and the Order Form constitute the entire agreement between Parties.

15. APPLICABLE LAW AND DISPUTES

- 15.1 The Contract is governed by Dutch law.
- 15.2 Parties agree that any disputes arising from or related to the Contract will be submitted exclusively to the Rotterdam District Court, the Netherlands.