TERMS AND CONDITIONS

360Nav Pos and Nav360 HR (including Clokd, Clokd for web and Clokd Kiosk)

Supplied by 360 NAV TECHNOLOGIES LTD ("we", "us", "our"), a company registered in England and Wales under company number 17447415, registered office at 9b The Broadway, Woodford Green, England, IG8 0HL

Website: 360navtech.com Email: hello@360navtech.com

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PART 1 — GENERAL

1. About these Terms

1.1 These Terms and Conditions ("Terms") govern the supply by us to the business that buys, subscribes to or trials our software (the "Customer", "you") of:

- 360Nav Pos, our till and point-of-sale software ("POS"); and
- Nav360 HR, our HR, rota, time and attendance and pay-preparation software, together with its employee and workplace apps: Clokd (the employee app), Clokd for web and Clokd Kiosk (the shared clock-in tablet app) ("HR").

POS and HR are each a "Product", and together with related support and any cloud-hosted components, the "Services". You may take one Product or both.

1.2 How these Terms are organised. Part 1 (Clauses 1 and 2) and Part 4 (Clauses 11 to 22) apply to both Products. Part 2 (Clauses 3 and 4) applies only to POS. Part 3 (Clauses 5 to 10) applies only to HR. If a provision in Part 2 or Part 3 conflicts with Part 4 for the Product it covers, the Product-specific provision prevails.

1.3 POS is supplied either as a Perpetual Licence (a one-off fee, Clause 3) or as a Subscription (a recurring fee, Clause 4), as stated in your Order Form or on-screen purchase confirmation. HR is supplied as a Subscription on the terms in Part 3.

1.4 These Terms, together with your Order Form (if any), our Privacy Policy, the Data Processing Agreement that applies to your Product (the "DPA"), our Acceptable Use Policy, our Support and Service Level Terms and our Refund and Cancellation Policy, form the entire agreement between us (the "Agreement"). If an Order Form conflicts with these Terms, the Order Form prevails only on the matters it expressly varies.

1.5 Self-serve sign-up. Where you sign up online, you accept these Terms by ticking the acceptance box, creating an account, starting a trial or completing checkout. The person accepting confirms they have authority to bind the Customer.

1.6 These Terms apply to business customers only. The Products are licensed for use in the course of the Customer's business, not for consumer use. Nothing in these Terms affects any statutory rights of an individual consumer.

2. Definitions

"Active Employee" means, for HR billing, any person who clocked in, was on a published shift or was given a payslip in the billing period.

"Apps" means Clokd, Clokd for web and Clokd Kiosk.

"Authorised User" means a person the Customer allows to use the Services, including the Customer's managers, HR administrators and staff.

"Connected Service" means a third-party product or service the Customer links to the Services, for example payroll or accounting software, Slack or Microsoft Teams, single sign-on providers, a directory, Square, or the Customer's own systems through our API.

"Customer Data" means data input into or generated by the Services by or on behalf of the Customer, including sales, transaction, product, pricing, rota, time, leave, absence, pay and staff data, and any personal data of the Customer's own customers or staff.

"Documentation" means any user guides or instructions we make available for the Services.

"Nav AI" means the AI assistant and related AI-assisted features (such as automatic rota suggestions and demand forecasts) that we make available within HR on certain plans.

"Order Form" means the order, invoice, checkout or sign-up confirmation, or signed quotation identifying the Product, pricing and supply model.

"Third-Party Hardware" means hardware not manufactured or sold by us, including receipt printers, cash drawers, barcode scanners, card payment terminals, employees' phones, kiosk tablets and NFC or QR badges.

"UK Rule Pack" means the dated, versioned set of UK employment, working-time, minimum wage, holiday and Statutory Sick Pay rules that HR uses to produce warnings and calculations.

"Update" means a bug fix, patch or minor version update. "Upgrade" means a new major version we may choose to release separately.

PART 2 — 360NAV POS

3. POS: Perpetual Licence

This Clause 3 applies only where your Order Form identifies a one-off, perpetual licence for POS.

3.1 Licence grant. Subject to payment of the applicable fee and compliance with this Agreement, we grant the Customer a non-exclusive, non-transferable, non-sublicensable licence to install and use POS, in object code form only, on the number of devices or locations ("Sites") stated in the Order Form, solely for the Customer's own internal business operations.

3.2 Restrictions. The Customer must not, and must not permit any third party to: copy POS except as needed for backup or as permitted by law; reverse engineer, decompile or disassemble POS, except to the extent this restriction is prohibited by law; rent, lease, sell, sublicense or distribute POS; remove or alter proprietary notices; or use POS beyond the number of licensed Sites without paying the applicable additional fee.

3.3 Updates and Upgrades. We may, but are not obliged to, provide Updates to a perpetually licensed version. Where offered, an initial period of Updates may be included as stated in the Order Form. Continued Updates after that period, and any Upgrade, may require a separate maintenance fee or subscription.

3.4 Duration. The licence is perpetual unless terminated earlier under Clause 20. On termination for the Customer's breach, the licence ends immediately and the Customer must stop using and uninstall POS.

4. POS: Subscription

This Clause 4 applies only where your Order Form identifies a recurring subscription for POS.

4.1 Right to use. Subject to payment of the recurring fee, we grant the Customer a non-exclusive, non-transferable right to access and use POS for the number of Sites and users stated in the Order Form for the duration of the subscription.

4.2 Included Updates. For as long as the subscription is active and paid, we will make Updates and Upgrades available at no extra charge.

4.3 Term and renewal. The subscription runs for the initial term stated in the Order Form (or, if none is stated, monthly) and renews automatically for successive periods of the same length unless either party gives written notice of non-renewal at least [30] days before the renewal date.

4.4 Effect of ending. When the subscription ends, the Customer's right to use POS ends. Clause 14.5 governs export of Customer Data.

PART 3 — NAV360 HR

5. HR: The Service

5.1 What HR does. HR helps the Customer manage staff records, sites, rotas, time and attendance, leave and absence, pay preparation and payroll exports, payslips, Right to Work records, recruitment, documents, training and related UK employment administration.

5.2 Changes. We may improve and change HR. We will not remove a core feature you are paying for without at least 30 days' notice.

5.3 HR supports your decisions; it does not make them. Working-time warnings, minimum wage checks, holiday and Statutory Sick Pay calculations, Bradford Factor scores and similar outputs are produced using the UK Rule Pack, based on UK rules as published at the time. They are aids, not legal, tax, payroll or HR advice.

5.4 Rules change. We aim to update the UK Rule Pack promptly when the rules change, but the Customer must check current rates, thresholds and requirements against official sources before relying on an output for payroll or any employment decision.

6. HR: Accounts and Users

6.1 The Customer must give accurate details and keep them up to date.

6.2 The Customer chooses who in its organisation has access and which role each person has, and is responsible for what its Authorised Users do in HR.

6.3 Owners and HR administrators must use two-step sign-in. The Customer must keep sign-in details secure, remove access for leavers promptly, and tell us straight away at security@360navtech.com if it believes an account has been compromised.

7. HR: Trial, Plans and Billing

7.1 Free trial. New customers receive a 14-day free trial of the Pro plan. No payment method is needed to start.

7.2 End of trial. If no payment method is added by the end of the trial, the subscription is paused, not cancelled. Clocking in keeps working. After a grace period of 14 days (which we may extend), administrator features become read-only until a payment method is added.

7.3 Fees. Self-serve plans are charged per Active Employee per month, subject to a monthly minimum, at the prices shown on our pricing page or in the Order Form. Sales-led (Enterprise) customers pay the price and minimum seats stated in their Order Form.

7.4 Billing. We bill monthly in arrears through Stripe. The Customer authorises us to take payment by the card or Direct Debit it provides. Fees are exclusive of VAT, which we add at the applicable rate.

7.5 Failed payments. If a payment fails, Stripe will retry it and we will tell the Customer. If it is still unpaid 14 days later, administrator features become read-only until it is paid. We will never stop the Customer's staff recording their hours because of a billing problem.

7.6 Price changes. We may change prices with at least 30 days' notice. The change applies from the Customer's next billing period after the notice ends, and the Customer may cancel before then.

7.7 Starter plan. The Starter plan does not include Clokd Kiosk. To move to Starter, the Customer must first remove its kiosks.

8. HR: The Customer as Employer

8.1 Employment decisions remain yours. The Customer remains the employer and the decision-maker. It is responsible for its employment decisions, for paying staff correctly, for its payroll and tax obligations, for Right to Work checks, for working-time, holiday and sick pay compliance, and for its other legal obligations as an employer.

8.2 Data protection. The Customer is the controller of its staff's personal data. It is responsible for having a lawful basis for processing, for giving its staff a privacy notice (we provide a template), for completing any legitimate interests assessment or data protection impact assessment its use requires (for example, for clock-in location), and for the retention periods it chooses in its settings.

8.3 Monitoring. The Customer must use HR, including clock-in location, Wi-Fi checks and absence scoring, only in ways the law allows, must tell staff how these work, and must not use them for covert or excessive monitoring. Where appropriate, it should offer staff a reasonable alternative to location-based clocking, such as a workplace kiosk.

8.4 Absence scoring. Bradford Factor scores only prompt a conversation. The Customer must not treat a score as an automatic decision and must exclude absences the law requires to be treated differently, such as those related to disability or pregnancy, using the exclusion settings.

8.5 Accuracy and checking. The Customer is responsible for the accuracy of the information it enters, and for checking payroll exports, holiday balances and similar outputs before relying on them.

9. HR: Apps, Kiosks and Connected Services

9.1 Licence to the Apps. We grant the Customer and its Authorised Users a non-exclusive, non-transferable, revocable licence to install and use Clokd on their own phones and Clokd Kiosk on tablets at the Customer's sites, and to use Clokd for web, solely in connection with HR and the Customer's business. Use of the Apps is also subject to the terms of the app store from which they are downloaded.

9.2 Staff users. The Customer's staff use the Apps under the Customer's account. They are not our customers, and the Customer must ensure they use the Apps in line with these Terms and our Acceptable Use Policy.

9.3 Devices. The Customer and its staff are responsible for their own phones and tablets, operating system versions, internet connection and power. The Apps and kiosks keep recording punches when offline and send them when they reconnect, but we cannot guarantee a punch that is never synced because a device is lost, damaged or never reconnects.

9.4 Connected Services. The Customer chooses which Connected Services to link, decides what data is shared with them, and may revoke the connection at any time. Connected Services are provided under their providers' own terms, and we are not responsible for them. The Customer must keep API keys and access tokens secure.

10. HR: Nav AI

10.1 Availability. Nav AI is available only on plans that include it and where the Customer has switched it on. We may introduce, change or withdraw AI features, and apply fair-use limits, on reasonable notice.

10.2 Human review. AI output may be incomplete or inaccurate. Nav AI does not make decisions about people: anything it suggests that would change a rota or a record needs a person to approve it, and the Customer must review suggestions before acting on them. The Customer must not use Nav AI output as the sole basis for a decision with legal or similarly significant effect on an individual.

10.3 Data. When Nav AI is used, the question asked and the records needed to answer it, limited to what the person asking is allowed to see, are processed by our AI supplier as a sub-processor, as described in the DPA and our sub-processor list. We will not use Customer Data to train AI models without the Customer's prior explicit agreement.

PART 4 — TERMS FOR BOTH PRODUCTS

11. Fees and Payment

11.1 Fees are as set out in the Order Form, on our pricing page, or in Clause 7 for HR, and are exclusive of VAT, which we add where applicable.

11.2 POS Perpetual Licence fees are payable in full before or on delivery or activation unless the Order Form states instalment terms. POS subscription fees are payable in advance for each billing period by the payment method agreed at sign-up.

11.3 If a POS payment is not received by its due date, we may, after [7] days' written notice, suspend access to POS (for a subscription) or suspend support and Updates (for a licence) until payment is made, and may charge interest on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998. For HR, Clause 7.5 applies instead.

11.4 We may increase POS subscription fees on renewal by giving at least [30] days' notice before the renewal date. Increases do not apply retrospectively to a current paid term.

11.5 Refunds and cancellations are dealt with in our Refund and Cancellation Policy.

12. Delivery, Availability and Support

12.1 POS delivery. For POS, we will make the software available for download or installation following payment. The Customer is responsible for providing a suitable device and operating environment meeting our published minimum requirements.

12.2 Availability. We aim to keep cloud-hosted components of both Products available at all times but do not guarantee uninterrupted service, except under an Enterprise agreement that states a service level. Where a POS subscription includes a cloud-hosted component, we will use reasonable endeavours to achieve at least [99%] monthly availability, excluding scheduled maintenance (of which we will give reasonable notice) and events outside our reasonable control.

12.3 Support. Support is provided by email at hello@360navtech.com during UK business hours on the terms of our Support and Service Level Terms. Service status is published at [STATUS PAGE URL].

12.4 We are not responsible for the Customer's internet connectivity, local network or power supply.

13. Third-Party Hardware, Services and Integrations

13.1 Both Products work with Third-Party Hardware through standard drivers, protocols or SDKs (for example, receipt printers over a serial or network connection, kiosk tablets and employees' phones). We do not manufacture, warrant or support Third-Party Hardware. Compatibility is provided on a reasonable-endeavours basis and may be affected by changes to a manufacturer's firmware, drivers or operating system. We are not liable for the failure, malfunction or unavailability of Third-Party Hardware.

13.2 Card payments (POS). POS does not itself process, transmit or store cardholder payment card data. Card payments are handled entirely by the Customer's chosen card payment terminal and payment service provider, under their own terms and PCI-DSS obligations. The Customer is solely responsible for its relationship and compliance with its card payment provider.

13.3 Connected Services are covered by Clause 9.4. We are not liable for the acts, omissions or availability of any third-party supplier the Customer chooses.

14. Customer Data and Data Protection

14.1 Ownership. The Customer owns the Customer Data. We claim no ownership of it.

14.2 Processor role. Where Customer Data includes personal data (for example, data about the Customer's own customers or staff), the Customer is the controller and we act as its processor under the DPA, which forms part of this Agreement. For HR, the DPA covers special category data such as health information in sickness records. We act as a controller only for our own customer account, billing, support, website and marketing data, as described in our Privacy Policy.

14.3 Hosting. Customer Data for HR is stored in the EU. Our sub-processors and the safeguards for any international transfers are set out in the DPA, our sub-processor list and our Privacy Policy.

14.4 Backups. For POS data stored locally on the Customer's own devices, the Customer is responsible for its own backups. Where we provide cloud storage or sync, we will take reasonable measures to protect Customer Data against loss, but we recommend the Customer also keeps its own periodic exports.

14.5 Export and deletion. HR: the Customer can export its data at any time (payroll exports, timesheets and a full subject-access download for any person). After cancellation, the HR account becomes read-only and the Customer may export its data for [90] days. POS: the Customer may request export within [30] days after the

Agreement ends. After the relevant period we delete Customer Data, except where the law requires us to keep it, and except for backups, which are overwritten within [35] days.

14.6 Anonymised data. We may use anonymised and aggregated information about how the Services are used to run, secure and improve them, provided it does not identify the Customer or any person.

14.7 Security. We protect Customer Data as described in the DPA. The Customer must tell us without undue delay if it becomes aware of a security incident affecting its account.

15. Acceptable Use and Record Integrity

15.1 The Customer must not, and must not allow others to: use the Services unlawfully; use them to monitor staff beyond what the law allows; upload malicious code; try to access another customer's data or test our security without our written permission; resell the Services; or deliberately overload them. Our Acceptable Use Policy gives further detail.

15.2 Record integrity. The Customer must not use the Services, or any other tool, to suppress, delete, alter or falsify sales records, time and attendance records or other business records, or to circumvent transaction logs, audit logs, void and refund authorisation, or punch-signing controls, in order to evade tax, misstate pay or hours, or mislead any authority or person. This includes electronic sales suppression of the kind HMRC investigates. Our Electronic Sales Suppression Compliance Statement describes the controls built into POS. A breach of this Clause 15.2 is a material breach that is not capable of remedy, and we may cooperate with HMRC and other authorities.

15.3 We may suspend access that puts the Services or other customers at risk, and will tell the Customer why, unless the law prevents us.

16. Intellectual Property

16.1 We and our licensors own all intellectual property rights in the Products, the Apps, the UK Rule Pack, the Documentation and any Updates or Upgrades. No rights are granted to the Customer other than those expressly stated in this Agreement.

16.2 Any feedback, feature suggestions or improvement ideas the Customer provides may be used by us without restriction or obligation to the Customer.

17. Warranties and Disclaimers

17.1 We warrant that we have the right to supply the Services and that they will materially conform to the Documentation when used as intended.

17.2 Except as expressly stated in this Agreement, the Services are provided "as is" and we exclude all other conditions, warranties and representations, whether express or implied by statute, custom or otherwise, to the maximum extent permitted by law, including any implied warranty of satisfactory quality, fitness for a particular purpose or non-infringement, except to the extent such warranties cannot lawfully be excluded.

17.3 We do not warrant that the Services will be error-free or uninterrupted, that they will be compatible with every configuration of Third-Party Hardware or Connected Service, or that they will meet requirements not expressly agreed in writing.

17.4 The Customer is responsible for complying with all laws that apply to its own business, including tax and till or EPOS record-keeping (such as HMRC requirements), employment, payroll, working-time, Right to Work, data protection, food hygiene, allergen labelling and consumer protection laws. The Services are tools to assist with record-keeping and administration and do not themselves guarantee regulatory compliance.

18. Limitation of Liability

18.1 Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

18.2 Subject to Clause 18.1, our total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, in any 12-month period, shall not exceed: (a) for a POS Perpetual Licence, the fee paid for that licence; and (b) for a subscription to POS or HR, the fees paid for the affected Product in the 12 months preceding the event giving rise to the claim [, or £[AMOUNT] for claims arising from a breach of the DPA, if higher].

18.3 Subject to Clause 18.1, we are not liable for any indirect or consequential loss, or for loss of profit, revenue, business, goodwill, anticipated savings or data, even if we were advised of the possibility of such loss.

18.4 We are not liable for losses arising from: the Customer's own card payment processing; the failure of Third-Party Hardware or a Connected Service; internet or power outages; the Customer's failure to keep adequate backups; incorrect information the Customer enters; the Customer's employment, pay or tax decisions; or the Customer's reliance on a calculation or output without checking it, where the Services showed the inputs they used.

19. Confidentiality

Each party will keep the other's confidential information confidential and use it only to perform this Agreement, except where disclosure is required by law or to professional advisers under equivalent confidentiality obligations.

20. Term, Termination and Suspension

20.1 Either party may terminate this Agreement immediately by written notice if the other commits a material breach that is not remedied within [14] days of being asked to do so, or becomes insolvent.

20.2 HR. The Customer may cancel HR at any time from its billing settings; cancellation takes effect at the end of the current billing period. We may end HR on 30 days' notice.

20.3 POS. A POS subscription ends as described in Clause 4.3. A POS Perpetual Licence continues as described in Clause 3.4.

20.4 Consequences. On termination, the Customer's right to use the relevant Product ends (subject to Clauses 3.4 and 14.5), and amounts due remain payable.

20.5 Survival. Clauses 14 to 19, this Clause 20 and Clause 22, and any other provision that by its nature should survive, survive termination or expiry.

21. Taking Both Products

21.1 Where the Customer takes both POS and HR, each Product is supplied on its own plan, billing and term. Ending one Product does not end the other unless the Order Form says so.

21.2 We may offer combined billing or bundled pricing. Where we do, the Order Form will say how it affects each Product's term and cancellation.

22. General

22.1 Force majeure. Neither party is liable for delay or failure to perform caused by events outside its reasonable control.

22.2 Assignment. The Customer may not assign or transfer this Agreement without our prior written consent. We may assign it to a successor of all or most of our business.

22.3 No partnership or third-party rights. Nothing in this Agreement creates a partnership, agency or joint venture. A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

22.4 Severability. If any provision is found unenforceable, the remaining provisions continue in effect.

22.5 Entire agreement. This Agreement is the entire agreement between the parties on its subject matter and supersedes all prior discussions.

22.6 Changes to these Terms. We may update these Terms from time to time. For HR and other rolling subscriptions, we will give at least 30 days' notice, and if the Customer does not agree it may cancel before the change applies. For a fixed POS term, a material adverse change does not apply until the next renewal unless the law requires it sooner.

22.7 Governing law and jurisdiction. This Agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

22.8 Notices. Notices must be in writing and sent to the email or postal address in the Order Form or, for us, to hello@360navtech.com or 9b The Broadway, Woodford Green, England, IG8 0HL. Security reports and suspected account compromises go to security@360navtech.com.