

**KARGHO'S TERMS AND CONDITIONS** -----

The service terms and conditions govern the contractual relationship between the Users, as defined below, and KARGHO (hereinafter, "**KARGHO**"), holding CUIT (Argentine tax identification number) 30716438038, with registered office at Montenegro 1341, Buenos Aires City, e-mail address: info@kargho.com (jointly with the Users, the "**Parties**"). The Users shall be subject to the relevant general terms and conditions, as well as all other policies and principles governing KARGHO, which are attached hereto by way of reference. -----

ALL PERSONS FAILING TO ACCEPT THESE MANDATORY AND BINDING GENERAL TERMS AND CONDITIONS SHALL REFRAIN FROM USING THE PLATFORM OR APPLICATION. -----

The User is required to read, understand and accept all the stipulations under the general terms and conditions and the privacy policies. -----

**KARGHO** provides a web platform (hereinafter, the "**Platform**") and a mobile application (hereinafter, the "**Application**") to enable the communication among the natural or artificial persons having certain goods or products to be carried (hereinafter, the "**Dispatching Users**") and the natural or artificial persons having the means required to carry products or goods (hereinafter, the "**Provider Users**", and jointly with the Dispatching Users, the "**Users**"). -----

**CLAUSE ONE: Registration** -----

1.1. To have access to the Service rendered by KARGHO, as defined below, the User shall register through the Platform or the Application (hereinafter, the "**Account**"). The User may opt to (i) link its Facebook account with the Platform or the Application or (ii) link its Google account with the Platform or the Application, in which case it shall accept Facebook or Google terms and conditions and privacy policies; or (iii) register with KARGHO's system by entering its e-mail account and a password. The User shall complete all requested fields with valid data and verify that the information made available to KARGHO is accurate, precise and true (hereinafter, the "**Personal Data**"). KARGHO may use different means to identify the Users. The User shall be the only party responsible for the Account and agrees not to disclose the password of its Account to any third party. Any use of the Platform or the Application through the User's Account shall be deemed by KARGHO to have been made by the User. The Account is personal, exclusive and non-transferable. If the User intends to obtain the status of Dispatching User and Provider User simultaneously, it shall register for the purpose of each intended service. Notwithstanding the previous comments, the User shall not register or have more than one Account in its capacity as Dispatching User and Provider User. If KARGHO detects different Accounts containing consistent or related data, it may cancel, suspend or disable them with no prior notice. -----

1.2. To obtain the status of KARGHO's User, the User shall have an Account, accept the privacy policy and these terms and conditions. -----

1.3. KARGHO reserves the right to request any proof or additional information to verify the Personal Data and to suspend the Service temporarily or permanently, as defined below, in relation to any user whose data cannot be confirmed. The Personal Data provided by the User shall form part of a personal database under the charge of KARGHO. For further information, please see the privacy policy. -----

1.4. All competitors are forbidden to access the Service rendered by KARGHO, except with the previous consent of KARGHO. It is also forbidden to access the Service, as defined below, rendered by KARGHO to monitor its performance or functionality by publishing or making them available to any competitor or third party not subject to these terms and conditions or for any other point of reference or for competitive purposes. -----

**CLAUSE TWO: General service terms and conditions:** -----

2.1. KARGHO's Service consists in offering a communication channel among Dispatching Users and Provider Users, so that they may coordinate the distribution and logistics system, the operation of which may be controlled through the Platform or the Application (hereinafter, the "Service"). -----

2.2. To coordinate a distribution and logistics system, the Users may make different offers and publications through the Platform or the Application, as detailed below: -----

(a) The Dispatching User may publish through the Platform or Application the cargo that it intends to move. For this purpose, it is required to report: -----

- (i) the type of cargo; -----
- (ii) the volume and weight of the cargo;-----
- (iii) the points of withdrawal and delivery; -----
- (iv) the dates of withdrawal and delivery of the cargo, as well a withdrawal and delivery time;
- (v) the special conditions and any significant comment on the cargo. -----

Once the publication is made, the Provider User may offer a specific amount of money to the Dispatching User in view of the size and weight of the cargo and the distance to be covered (hereinafter, the "Price Offered"), which may be accepted or rejected by the Dispatching User.- The Dispatching User may receive the offers made by the Provider User up to 15 (fifteen) days prior to the date fixed for cargo withdrawal. -----

(b) In addition, the Provider User may publish through the Platform or Application its transport availability. For this purpose, it is required to report:-----

- (i) the available capacity or volume for cargo according to the means of transport used;-----
- (ii) the available weight for cargo;-----
- (iii) the number of packages that may be accepted; -----
- (iv) the distance to be covered with the cargo;-----

(v) the dates and times of withdrawal and delivery of the cargo;-----  
(vi) the price for the service offered according to the cargo size and weight (hereinafter, the  
"Fixed Price"). -----

Once the publication is made, the Dispatching User may evaluate the publication offered by the  
Provider User and, if such publication is actually consistent with the characteristics of its cargo,  
the Dispatching User may request the transfer of its cargo. Such request may be accepted or  
rejected by the Provider User. The Dispatching User understands and accepts that, if the transfer  
is requested under these circumstances, all the terms and conditions established by the Provider  
User in its publication shall be deemed accepted. -----

The Provider User may receive the offers made by the Dispatching User within a window set by  
the Provider User. Such window shall indicate the initial date and time and the subsequent date  
and time until offers will be received, prior to the date set for cargo withdrawal. -----

2.3. Once the Dispatching User and the Provider User reach an agreement, KARGHO will send a  
QR code (hereinafter, the "QR Code") to the Dispatching User through the Application. Upon  
the withdrawal of goods, the Provider User must necessarily read the QR Code and the dispatch  
ticket related to such distribution will be automatically generated through the blockchain  
technology. Users may follow-up the goods through the Platform or the Application, and the  
delivery will be confirmed to the Dispatching User. -----

The Dispatching User shall include the relevant data of the recipient (hereinafter, the  
"Recipient") and the specific electronic mail to which the appropriate QR Code will be sent to  
the latter. Once goods arrive at destination, the Provider User shall take a photograph of the  
delivery and scan again the QR Code through the means offered by the Recipient or through the  
Application, so as to certify the actual delivery of goods and automatically generate the  
signature of the relevant delivery ticket. -----

2.4. The Users understand and accept that they shall be fully responsible for having all the  
documentation required to transfer the cargo or goods available or for using the means required  
to make it available. KARGHO shall offer to the User within the Platform or Application the  
possibility for the User to upload a photograph of all the mandatory and required  
documentation, so that a digital proof thereof may be obtained. The User understands and  
agrees that this shall not generate any validity in practice in relation to the purpose of the  
relationship between the Dispatching User or the Provider User. -----

**CLAUSE THREE: Assessments and comments** -----

3.1 Within a limited term from the end of the operations mentioned in clauses 2.2. a) and b)  
hereof, the Users may perform a public evaluation ("Evaluation") and provide an assessment  
("Assessment") of the Users involved in the operations. The Assessments and Valuations reflect

the opinions of Users individually, not KARGHO's opinion. KARGHO does not verify the accuracy of the Evaluations and the comments, which may be incorrect or deceitful. -----

3.2 The Assessments and Evaluations made by Users should be relevant, excluding offensive and insulting language. -----

3.3. The Assessments and Evaluations form part of the User's public profile and may also be shown in other parts of the Platform or Application, together with any appropriate information.-

**CLAUSE FOUR: Payment and billing conditions**-----

4.1. The Users understand and agree that all payments coordinated as described in clauses 2.2. a) and b) must be made through the Application or the Platform mandatorily. The Parties agree not to coordinate payments outside the Application or the Platform. -----

4.2. KARGHO shall charge for the use of the Application or Platform a variable commission over the Fixed Price and the Price Offered (hereinafter, the "Commission"). The Commission shall be an additional amount set by KARGHO and added to the Fixed Price and the Price Offered. -----

4.3. KARGHO shall notify to the Dispatching User the Price Offered plus the fixed Commission.

4.4. The failure to fulfill the payment obligations assumed by the Users shall empower KARGHO to suspend or cancel the Service definitely, without entitling the User to any claim whatsoever.-

4.5. KARGHO also reserves the right to take the court and out-of-court measures that it may deem appropriate in the event of any amounts due by the Users. -----

4.6. The credit card holder is liable for the data provided upon requesting or reserving the selected Service and is the only party obliged to the payment to the issuer thereof. All rejections shall be reported to the bank issuing the credit card pursuant to Credit Card Law No. 25,065. --

4.7. The Provider User understands and agrees that if the Dispatching User does not pay the services rendered to KARGHO, the latter shall make no payment to the Provider User, without generating any claim from the Provider User. -----

**CLAUSE FIVE: Use of the Platform or Application**-----

5.1. KARGHO shall not be liable if the User does not have communication or technological media that are consistent with the use of the Platform or Application to access the information. -----

5.2. The User agrees to make a proper and lawful use of the Platform o Application pursuant to applicable legislation, these terms and conditions, generally accepted moral standards and good manners and public order. -----

5.3. When using the Platform or Application or the Service, the User agrees that it shall not:----

a. request the Service for any unlawful or illegal purposes that are contrary to these terms and conditions, good faith and public order and third-party rights and interests; -----

b. intend to damage the Service or the Platform or Application in any manner, and that it shall not access any restricted resources in the Platform or Application;-----

- c. use the Service or the Platform or Application with an incompatible or unauthorized device;-
- d. introduce or spread computer viruses or any other physical or logic systems that may damage the Platform or the Application;-----
- e. contact another User for a purpose other than making an offer or an inquiry in relation to the cargo, the journey or the means of transport used, including, but not limited to, labor hiring or proposals for a User to become involved in third-party services, applications or websites, without the previous written authorization from KARGHO;-----
- f. use the Platform or Application to request, make or accept an offer not related to the Platform or Application to avoid service rates or for any other reason;-----
- g. request, accept or make any rate payment outside the Platform or Application. In the event that it does: (i) it shall accept all risks and the responsibility for such payment; and (iii) it shall release KARGHO from all liability for such payment;-----
- h. discriminate or harass people based on race, nationality, religion, sex, gender identity, physical or mental disability, medical conditions, marital status, age or sexual orientation, or adopt any other violent, damaging abusive or disturbing behavior. -----

**CLAUSE SIX: Liability**-----

6.1. KARGHO makes available a Platform or an Application to Users only to enable the contact between Dispatching Users and Provider Users and to make the Service available to Users pursuant to these terms and conditions. By accepting these terms and conditions, the User understands and agrees that KARGHO is a mere intermediary that brings the parties together; therefore, it shall not be liable for the products or services offered by the Users or third parties, including, but not limited to, the quality of the service offered by the Provider User or the goods delivered by the Dispatching User or any damage, error or loss affecting the goods. KARGHO shall bear no responsibility upon any damage to the cargo or the goods or any failure to comply with the arrival at destination or to reach the Recipient. In any case, KARGHO may make available to Users, subject to a previous court ruling, all the information that it may have to resolve the dispute between them.-----

KARGHO acts as an intermediary in the Service provision. The Users or the third-party carriers or drivers shall be exclusively liable for the provision of the transport services contracted through the Platform or Application. KARGHO only provides Users with a tool to coordinate logistics services. -----

6.2. The User knows and accepts that it makes transactions with KARGHO at its own risk. Under no circumstances shall KARGHO be liable for the loss of profits or any other damage caused to the User due to the Service rendered. -----

6.3. KARGHO shall not be liable for the verification or validity of the documentation required to transfer the goods. The Users shall agree to provide the information required to allow the transfer to be made pursuant to the formalities required by each country or by enforcement authorities. The User understands and agrees that such documentation shall be obtained outside the Platform or Application, which does not form part of the Services offered by KARGHO. KARGHO shall not be liable for any damage caused to any of the Users if the transfer is not performed due to the lack of documentation.-----

6.4. Under no circumstances shall KARGHO be liable for the loss of profits or any other damage caused to the User due to the negligence of third parties or any other action that is not directly attributable to KARGHO.-----

6.5. KARGHO shall not be liable for the evaluations or qualifications made by Users in relation to the service rendered or the performance of other Users. -----

**CLAUSE SEVEN: Use and guarantee of the Platform or the Application** -----

7.1. KARGHO does not guarantee the availability and continuity of the Platform or Application performance. Consequently, KARGHO shall not be liable for any damage arising from (i) the unavailability or lack of access to the Platform or the Application; (ii) any disruption in the operation of the Platform or Application or IT failures, telephone malfunctions, disconnections, delays or any blockage caused by deficiencies or overloads in telephone lines, call centers, communication, Internet or other electronic systems during the course of its operation; and (iii) other damages caused by third parties through unauthorized intrusions beyond the control of KARGHO.-----

7.2. KARGHO does not guarantee the absence of viruses or other elements introduced in the Platform or Application by third parties not related to KARGHO, which may cause modifications to the physical or logic systems of the User or to the electronic documents and files stored in its systems. Consequently, KARGHO shall not be liable for any damage arising from the presence of viruses or other elements that may cause modifications to the User's physical or logic systems, electronic documents and files.-----

7.3. KARGHO adopts different measures to protect the Platform or Application and the contents against third-party cyber-attacks. However, KARGHO does not guarantee that unauthorized third parties may not become aware of the conditions, characteristics and circumstances under which the User gains access to the Platform or Application. As a result, KARGHO shall not be liable for any damage arising from such unauthorized access. -----

7.4. With the acceptance of these terms and conditions, the User declares that it shall hold KARGHO harmless against all claims, as well as its subsidiaries and parent companies, directors, partners, employees, attorneys and agents, as a result of (i) the non-compliance by any of the

Users with any provision under these terms and conditions or any law or regulation applicable thereto, (ii) the non-compliance with or the violation of the rights of third parties, including, but not limited to, other Users; and (iii) the misuse of the Platform or Application. -----

**CLAUSE EIGHT: Intellectual and industrial property rights** -----

8.1. The User acknowledges and accepts that all intellectual and industrial property rights on the contents or any other element incorporated in the Platform or Application (including, but not limited to, trademarks, logotypes, trade names, texts, images, graphics, designs, sounds, databases, software, flowcharts, presentations, audio and video) belong to KARGHO.-----

8.2. KARGHO authorizes the User during the effective term of the Service to use, view, print, download and store the contents or elements incorporated in the Platform or Application exclusively for personal and private use and for no profit, refraining from performing any decompilation, reverse engineering, modification, disclosure or supply activities. Any use or exploitation of any content or element incorporated in the Platform or Application other than those stipulated expressly herein shall be subject to KARGHO's previous authorization. -----

**CLAUSE NINE: Data protection** -----

9.1. The Personal Data that the User provides in the Account form part of a personal database under the charge of KARGHO, whose domicile appears at the beginning hereof. -----

9.2. KARGHO declares that Users' Personal Data shall be used only for the purpose of the purchase mentioned in CLAUSE ONE. -----

9.3. The Users may exercise the rights to access, modify, eliminate and update their Personal Data, as well as to challenge their processing, pursuant to applicable regulations (Personal Data Protection Law No. 25,326). -----

9.4. KARGHO agrees to guarantee the compliance with Personal Data Protection Law No. 25,326 and its Administrative Order No. 1558/2001 by the users or any third party and to guarantee the rights granted by those regulations. -----

**CLAUSE TEN: Notifications**-----

10.1. KARGHO may serve notices on the User in due time through a general notification in the Platform or Application. The User may serve notices on KARGHO by sending an e-mail to [info@kargho.com](mailto:info@kargho.com).-----

**CLAUSE ELEVEN: Assignment** -----

11.1. The User shall not assign its rights and obligations arising from these terms and conditions without the previous written consent of KARGHO. KARGHO shall not assign these terms and conditions without the previous consent of the User to any of its group entities around the world or to any individual or entity succeeding its business for consideration or gratuitously. -----

**CLAUSE TWELVE: Applicable law and jurisdiction**-----

12.1. These terms and conditions and the relationship between KARGHO and the User shall be governed and interpreted pursuant to current legislation in Argentina.-----