

## **TERMS OF SERVICE**

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Airpak Express Pte Ltd. (“Airpak”, “we” and “us”) is the operator of [shipnow.airpak-express.com](http://shipnow.airpak-express.com) (“Website”). The Website is designed to provide assistance to users (“User(s)”, “you”) in creating and managing shipments (“Shipment”). This Website and the offer of our Services (defined below) are offered on the sole condition of your acceptance without modification of any and all the terms, conditions, and notices set forth below (collectively, the “Terms of Service”). By creating an account on the Website (“Airpak Account”) or by using any Services provided by us, you acknowledge that you have read, understood, and agreed to be bound by the Terms of Service and represent that you have read and understood the same.

The Terms of Service are accessible at any time on the following page of our Website [shipnow.airpak-express.com/legal/terms/overview](http://shipnow.airpak-express.com/legal/terms/overview). You must read, agree with and accept all the terms and conditions contained in the Terms of Service, and our privacy policy contained in [www.airpak-express.com/legal/privacy](http://www.airpak-express.com/legal/privacy) (“Privacy Policy”) prior to becoming an Airpak user. If you do not accept any provision in our Terms of Service and/or Privacy Policy, you are not authorized to use this Website or our Services and shall immediately cease using this Website.

The Terms of Service represent a legally binding agreement between you (and your client, employer or another entity if you are acting on their behalf) and Airpak and its direct affiliates or subsidiaries, including the various different entities that Airpak uses to operate locally in different countries.

## **1. Acceptance of Terms of Service**

- 1.1 If you are entering into these Terms of Service on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms of Service, in which case the Terms of Service “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms of Service, you shall not accept the Terms of Service on behalf of such entity and you are not authorized to use this Website or the Services.
- 1.2 By registering for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services’ registration form. Our collection and processing of registration data and certain other information about you are governed by our Privacy Policy.
- 1.3 You acknowledge and agree that we may change or otherwise modify the Terms of Service in the future, such changes and modifications shall become effective immediately upon posting to the Website. You understand and agree that your continued access or use of this Website after such change or modification constitutes your acceptance of the changed or modified Terms of Service. Airpak endeavors to provide you with notice of any meaningful changes to the Terms of Service either through email or notification within the Airpak platform, but Airpak’s failure to do so shall not excuse your obligation to comply with any such modified Terms of Service. You agree to periodically review the most current version of these Terms of Service as posted on the Website. Every time you wish to use our site, please check these Terms of Service to ensure you understand the terms that apply at that time.
- 1.4 You agree and acknowledge that you may be subject to additional terms applicable to certain Services provided by us that may be attached to such Services from time to time. All such terms are hereby incorporated by reference into these Terms of Service.
- 1.5 In the event that you commit any breach or violation of any terms and conditions under our Terms of Service, we shall be entitled to immediately terminate our Services, suspend your Airpak Account, report the breach to the relevant law enforcement agencies, and/or may take other legal action at our disposal.
- 1.6 The usage of any services not provided by us directly (including, without limitation, warehousing services) requires you to enter into a separate legally binding service agreement with a third-party service provider. You acknowledge and agree that we do not assume any liability whatsoever for acts, errors, or omissions (including, without limitation, any negligence or willful misconduct) of any third-party service providers with whom you or any of your affiliates may contract, regardless of the purpose.

## **2. Description of Services**

2.1 For the purpose of these Terms of Service, “Services” shall include (a) the account services of the Website, (b) all software, data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the “Content”), and (c) Shipment services. Any new feature added to, or augmenting the Services, is also subject to these Terms of Service.

## **3. Prohibited products**

3.1 The following are the types of products that, for everyone’s safety, you are prohibited from shipping through Airpak:

- Any product related to illegal activities or which is prohibited by law in the place of origin, the destination, or any sites through which such product travels.
- Any product requiring specific licenses to store or distribute. Examples of products with distribution or licensing requirements may include, but are not limited to:
  - Live plants and animals;
  - Alcoholic beverages;
  - Ammunition, firearms or any kind of weapon;
  - Tobacco;
  - Prescription pharmaceuticals or other dangerous drugs;
  - Explosive or hazardous products;
  - Counterfeit items;
  - Unique or one-of-a-kind materials; and
  - Precious metals in the forms of bullion or reserves.

3.2 Airpak shall not be liable for any loss, damage, destruction of such prohibited products.

3.3 In order to maintain the integrity of Airpak Services and our reputation, Airpak reserves the right to forfeit or destroy the prohibited products at our full discretion, and/or report any activity pertaining to the shipment of prohibited products to the relevant law enforcement authorities and shipping partners.

## **4. General Conditions/ Access and Use of the Services**

4.1 Subject to the terms and conditions of these Terms of Service, you may access and use the Services only for lawful purposes. All rights, titles and interests in and to the Services and its components will remain with and belong exclusively to Airpak. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise make the Services available to any third party, without the written consent of Airpak; (b) use the Services in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Services or its components or otherwise violates our Terms of Service, or (c) modify, adapt or hack the Services to, or otherwise attempt to gain unauthorized access to the Services or its related systems or networks.

- You shall comply with any codes of conduct, policies or other notices Airpak provides you or publishes in connection with the Services, and you shall promptly notify Airpak if you learn of a security breach related to the Services.
- 4.2 You may not tender for shipment any of the prohibited items listed under the Clause 3.1. You grant Airpak, and any authorized third parties the right to inspect your Shipment at any time. We reserve the right to reject or suspend the carriage of any item.
- 4.3 You will not use the Services to (or assist another person to):
- 4.3.1 upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vi) in the sole judgment of Airpak, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Airpak or its users to any harm or liability of any type;
  - 4.3.2 interfere with or disrupt the Services or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or
  - 4.3.3 violate any applicable local, state, national or international law, or any regulations having the force of law;
  - 4.3.4 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
  - 4.3.5 obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.
- 4.4 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store in connection with or relating to the Services ("Your Content"). Airpak reserves the right to access your account to respond to your requests for technical support. By posting Your Content on or through the Services, you hereby do and shall grant Airpak a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid,

- sub licensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Services and to improve Airpak's products and Services, subject to the terms and conditions of these Terms of Service and our Privacy Policy. Airpak has the right, but not the obligation, to monitor the Services, Content, or Your Content and to disclose Your Content if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or property of Airpak, (iii) act in urgent circumstances to protect the personal safety of users of the Services or the public, or (iv) protect against legal liability. You further agree that Airpak may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.
- 4.5 You understand that the operation of the Services, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Airpak's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Services. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. Airpak will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.
- 4.6 You shall be responsible for obtaining and maintaining any equipment and ancillary Services needed to connect to, access or otherwise use the Services, including, without limitation, browsers, modems, hardware, servers, software, operating system, networking, web servers and internet Services (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services and complies with all configurations and specifications set forth in Airpak's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your account, passwords (including, but not limited to, administrative and user passwords) and files, and for all uses of your account or the Equipment with or without your knowledge or consent.
- 4.7 The failure of Airpak to exercise or enforce any right or provision of these Terms of Service shall not be a waiver of that right. You acknowledge that these Terms of Service is a contract between you and Airpak, even though it is electronic and is not physically signed by you and Airpak, and it governs your use of the Services and takes the place of any prior agreements between you and Airpak.
- 4.8 Subject to these Terms of Service, Airpak may (but has no obligation to) provide technical support services, through email in accordance with our standard practice. Airpak might use your personal information to send you updates about your packages,

- obtain your feedback, and in general any time Airpak consider it needed to carry out its Services.
- 4.9 In the event that you wish to change any information regarding the Shipment, such as address, items included or other matters, you shall notify Airpak customer service at [CS\\_Sin@airpak-express.com](mailto:CS_Sin@airpak-express.com) . In the event that the Shipment has already been processed or handled over to any of our network partners, shipping company, courier, or mail service (“Courier”), such changes may not become effective, or the Courier may ask a fee to validate the change.
- 4.10 In the event that a Shipment is recalled, and the Courier does not provide the returned delivery to the sender address, the Shipment will be returned to Airpak. You may choose to self-collect the Shipment at your own expense, at a designated location provided by Airpak, or pay a return shipping fee to be imposed by Airpak and Airpak will ship it to your sender address. The Shipment will only be delivered to a local sender address. If you do not collect the Shipment within thirty (30) days from the date the Shipment is returned to Airpak, **Airpak has the right to dispose the Shipment without further reference**].
- 4.11 Eligibility. To be eligible to use Airpak Services under this Agreement, you must be at least 18 years old, and have an Airpak account registered to ship from Singapore.

## 5. Airpak Account

- 5.1 In order to create an account with Airpak (“Airpak Account”), you agree that you will provide accurate information to the best of your knowledge and belief (“Registration Information”) and will promptly update such Registration Information as necessary. Access to, and use of, the Airpak Account is restricted to authorized users only.
- 5.2 You agree not to share your password(s), account information, or account access information to any third party. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the account(s). You agree to notify Airpak immediately of any unauthorized use of your account. Airpak shall not be liable for any unauthorized use of your account.
- 5.3 You may invite other users to share your account (“Invited Member”). However, you shall be responsible for the actions and activities by such Invited Member on your Airpak Account.

## 6. Obligations of User

- 6.1 You will provide Airpak such access to its premises and to information, records and other materials as the Service provider may reasonably require to enable the Service provider to provide the Services.

- 6.2 You will make available such working space and facilities at your premises as the Service Provider considers necessary for Airpak, network partners, courier to provide the Services; and agree with Airpak to schedule work to the best convenience of both parties.
- 6.3 You will be liable for any charges, costs or expenses of whatsoever nature, including but not limited to storage charges, duties and taxes, retrieval and administrative costs in connection with the Services performed and/or the item/package in the event that the addressee refuses to pay them.
- 6.4 You will be liable for all charges, costs or expenses of whatsoever nature, including but not limited to storage charges, duties and taxes, retrieval and administrative costs in connection with the cancellation of the Service or return (due to failure of delivery or otherwise) of any items.
- 6.5 You will be liable for all taxes and charges imposed by the relevant governmental authority.
- 6.6 You shall provide truthful declaration of the contents of the cargo / packages / consignments. Client will certify that the cargo / packages / consignment has been packed, labeled, and declared according with the IATA regulations and IATA Dangerous Goods Regulations (DGR). You will be liable for any legal liability, penalties, storage charges or other expenses including, but not limited to destruction of the packages and/or government fines and penalties in the event of non-compliance.

## **7. CUSTOMS DECLARATION (EXPORT AND IMPORT)**

- 7.1 For deliveries to international destinations or imports, the customs declaration should be completed by you in English or in a language which is accepted in the country of destination and/or the country of origin.
- 7.2 To clear the shipment with the customs in the country of destination and/or the country of origin, the customs in the country of destination and/or the country of origin needs to know the contents of the shipment. You must therefore complete the customs declaration fully, accurately, and legibly. Any false, inaccurate, or misleading information may lead to a delay in customs clearance, a fine or seizure of the article by the relevant customs authority, and/or may constitute as an offence by the relevant customs authority.
- 7.3 It is also your responsibility to inquire into import regulations (prohibition, make up, etc) and to find out what documents, if any (including but not limited to certificate of origin, health certificate, commercial invoice, packing list, import license, exemption certificate, etc) are required in the country of destination and to attach these to the consignment note or labels or Bills of Lading. Each shipment must be accompanied by one original and one duplicate copy of the invoice.

- 7.4 Any customs penalties, storage charges or other expenses including but not limited to duties and taxes that are incurred because of the actions of customs or governmental authorities or you or the addressee, or because of the addressee's failure to provide proper documentation and/or to obtain the required license or permit, will be charged to the addressee of the shipment. If the addressee refuses to pay, you shall be liable for these charges.
- 7.5 By using any Services hereunder, you agree to the disclosure of information to third parties to facilitate customs clearance of the item.

## **8. Payment of Fees**

### **8.1 Fees**

You can use Airpak Shipnow to generate shipping labels on Airpak's own shipping courier accounts ("Airpak ShipNowAccount").

When generating a shipping label with an Airpak ShipNowAccount you will be charged the shipping cost, which shall include all costs related to the Shipment, quoted by Airpak, including, but not limited to: transportation cost, fuel surcharge, import tax, import duty, remote area surcharge, residential surcharges, courier tax handling fees, pick-up fees, and any other amount related to the activity of shipping through Airpak ("Shipping Fees"). You acknowledge and agree that the Shipping Fees do not include any additional fees arising out of separate agreements with third-party service providers.

You may purchase an insurance coverage for your Shipments ("Insurance Fees") through Airpak. All rules, terms and policies related to shipping insurance offered through the Site shall be subjected to the final insurance cover note.

Airpak offers various services, some available only by paying a monthly subscription fee ("Subscription Fees"). In the event you subscribe for a monthly plan you agree to pay the corresponding Subscription Fees.

You will pay any fees related to your purchase from Airpak of any Products or Services, including, but not limited to, Return to Origin Charge, Taxes and Duties, Shipping Fees Discrepancies, customs penalties, storage charges or other expenses including but not limited to duties and taxes that are incurred because of the actions of customs or governmental authorities or the sender or the recipient, or because of the sender or recipient's failure to provide proper documentation and/or to obtain the required license or permit, will be charged to the recipient of the shipment. If the recipient refuses to pay, you shall be liable for these charges. ("Additional Fees").



Together, the Shipping Fees, Insurance Fees, Subscription Fees, and the Additional Fees are referred to as the “Fees”.

Airpak may also issue an “ad hoc” quotation via any electronic means and you agree to pay Airpak in consideration of the provision of services set out in the quotation. These quotations can be accepted by you by any means, not limited to signed, e-acceptance via Shipnow platform, email acceptance or any form of digital communication or non-digital communication.

## 8.2 Discrepancies

Quotations for Shipping Fees by Airpak are based on the information provided by you, including, but not limited to, sender’s address, receiver’s address, weight, dimensions, and value of the items. In the event a shipping label is generated using an Airpak ShipNowAccount and there is a discrepancy between the Shipping Fees charged by Airpak at the moment the User purchases a shipping label and the costs for the Shipment charged by Couriers to Airpak due to incorrect information that you provided, including, but not limited to, incorrect weight, dimensions, value of the item(s), addresses, declaration of residential address, or any other information critical to estimate Shipping Fees, you will be responsible for such discrepancy amount (“Shipping Fees Discrepancies” or “Adjustments”). Airpak specifically disclaims any liability for any Shipping Fees errors due to inaccurate or incomplete information. Airpak is not responsible for any changes or alteration of the Shipping Fees. Airpak agrees to make reasonable efforts to bill such discrepancy amount to your account in a timely manner but Airpak makes no representations or warranties regarding the amount of time needed to complete processing.

## 8.3 Late payment

If any invoice (or any part of an invoice) remains unpaid at the due date for payment, such invoice will bear interest at an interest rate of ten per cent (10%) per annum from the day after the due date for payment up to (and including) the date of payment of the invoice in full.

## 8.4 Account Balance

You must keep at least one valid payment method (“Authorized Payment Method”) on file with us to pay for all incurred and recurring Fees and to transfer funds to your Airpak Account (“Account Balance”). As Fees are incurred, any such amount will be deducted from your Account Balance and charged to your Authorized Payment Method.

Subscription Fees are paid in advance and will be billed monthly (each such date, a "Billing Date"). You will be charged on each Billing Date for all outstanding Subscription Fees that have not previously been paid. Fees will appear on an invoice, which will be sent to the User via the email provided. Additionally, an invoice will appear on the billing section of your Airpak Account.

Shipping Fees, Insurance Fees and Additional Fees are billed at the moment a shipping label is generated, therefore the Services shall be considered as "pre-paid". Shipping Fees are subject to change as set out in Section 6.3 herein. in order to access our Services.

Users must maintain a minimum Account Balance in the amount of SG\$0 in the Airpak Account at all times. In the event that the Account Balance becomes negative, meaning lower than 0, you authorize Airpak to instantly charge the due Fees to any Authorized Payment Method, and Airpak will continue to charge the Authorized Payment Method for applicable Fees until all outstanding Fees have been paid in full. Airpak has the right to impose an interest rate of ten per cent (10%) per annum on outstanding Fees from the day the Fees are incurred until the day the Fees are paid in full.

If we are not able to charge one of your Authorized Payment Methods, we may try to charge any of the other Authorized Payment Methods you have saved with Airpak. In the event we are not able to collect the outstanding Fees, we may suspend and revoke access to your Account and the Services, at our discretion. Your Account may be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to access your Account during any period of suspension at which point you will be required to contact our support team. If the outstanding Fees remain unpaid following the date of suspension, you agree to deposit funds into your Airpak Account using another payment method and update the Authorized Payment Method.

#### 8.5 Currency fluctuations and exchange rates

Airpak reserves the right to adjust its pricing in response to currency fluctuations, including, but not limited to, currency conversion rate changes, conversion fee changes, and/or discount rate changes.

Airpak will indicate which currency a transaction is being billed for, but Airpak is not responsible for any fees or currency exchange rates charged to you by any third party payment provider.

#### 8.6 Shipping Fee Disputes

In the event that you disagree with any Shipping Fees charged to your account, you shall submit such complaint to Airpak within thirty (30) calendar days of the fee being charged (“Dispute Period”). Airpak will not review customer requests for Shipping Fees adjustments that are received after the Dispute Period.

#### 8.7 Taxes

You acknowledge and agree that all fees, charges and any other rates or amounts charged by Airpak to you hereunder are exclusive of any applicable value added, sales/use or goods and Services’ taxes (“Transaction Taxes”) which may be levied in connection with the supply by Airpak of the Services to you. Where applicable, you shall be responsible to pay all Transaction Taxes arising in respect of the Shipping Fees or other amounts charged by Airpak to you.

Users who incorrectly declare the commodity type and/or value of their shipment(s) may be charged a penalty of SG\$ 100 or the difference between the declared value and the transactional value, whichever is higher.

#### 8.8 Authorized Payment Methods

The modes and terms of payment shall be determined and authorized by Airpak in its sole discretion from time to time. These payment methods may include cash, the use of vouchers, and/or purchase of Airpak credits. There shall be strictly no refund for any unused or excess portion of (i) any voucher or (ii) Airpak credits and/or (iii) balance in your Airpak Account.

#### 8.9 Shipping Fee Refund

Users may cancel any paid and unused shipping label and request for a refund accordingly prior to a Shipment being processed. Airpak will refund the Shipping Fee to the User, to the User Account Balance, within ten (10) days from the date the User has requested for such cancellation. In the event that the Shipment has already been shipped and sent over to the courier, such Shipment may not be cancelled and the User shall be billed for the full Shipment Fee and any other related fees thereof. In case a Shipment previously refunded to the User by Airpak, is shipped by User, Airpak will bill and charge User for the related Shipment Fees.

#### 8.10 Others

You are responsible for all applicable Taxes that arise from or as a result of your

subscription to or purchase of Airpak Services. To the extent that Airpak charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. If you are not charged Taxes by Airpak, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.

For the avoidance of doubt, all sums payable by you to Airpak under these Terms of Service shall be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by Airpak to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law shall be borne by you and paid separately to the relevant taxation authority. Airpak shall be entitled to charge the full amount of Fees stipulated under these Terms of Service to your Authorized Payment Method ignoring any such deduction or withholding that may be required.

## **9. Intellectual Property**

### **9.1 Airpak Property**

For purposes of this Agreement, “Airpak Property” shall mean (a) Airpak’s methodology for the provision of Services; (b) the Developer Tools; and (c) Airpak’s ideas, websites, designs, processes, code, technology, software, copyrights, logos, domain names, patents, trade secrets, trademarks, products and materials. Airpak hereby retains all worldwide right, title and interest in and to the Airpak Property. Any rights not expressly granted herein to the Airpak Property shall be retained by Airpak. You acknowledge that all right, title and interest to the Airpak Property is owned by Airpak.

### **9.2 Additional Restrictions**

Other than as permitted herein, you shall not (and you shall not permit others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Airpak Property, or otherwise attempt to discern the functioning or operation of the Website or Services; or copy, rent, lease, distribute, or otherwise transfer any or the rights that you receive hereunder. For clarification purposes, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Airpak and you shall not copy, imitate, or use them without our express prior written consent. You may use HTML logos provided by Airpak through our merchant Services, auction tools features or affiliate programs without prior written consent solely for the purpose of directing web traffic to Airpak.com. You shall not alter, modify or change such HTML logos in any way, use them in a manner that is disparaging or otherwise adverse to Airpak or the Services, or display them in any manner that implies Airpak’s sponsorship or endorsement. You shall not (and you shall not permit others on your behalf to): (i) use any robot, spider, scraper or other automated means to access the Airpak Website or Services for any purpose without Airpak’s express written permission, (ii) interfere or attempt to interfere with the proper working of our Website or any activities conducted on the Website, or (iii) bypass any measures Airpak may use to prevent or restrict access to the Airpak Website or the Services.

### **9.3 Client Property**

All materials provided by you under any shall be deemed “Client Property” for purposes of the Agreement. You hereby grant to Airpak a non-exclusive license to the Client Property solely as needed to provide the Services. No other licenses, express or implied, under any intellectual property rights are granted by you to Airpak under these Terms of Service.

## **10. Confidential Information**

### 10.1 Definition

Each party (“Recipient”) acknowledges that it may receive Confidential Information as defined herein. For purposes of these Terms of Service and subject to the exclusions set forth below, Confidential Information means any information provided to it by the other party (“Discloser”) that is marked, labelled or otherwise designated as confidential or proprietary, or that Recipient knew, or should have known, was confidential due to the circumstances surrounding the disclosure.

### 10.2 Exclusion

Information that is subject to one of the exclusions below shall not be Confidential Information. The exclusions include the following: (a) Non-transactional Confidential Information (as defined below), (b) information publicly known at the time of disclosure, (c) information received by Recipient without restriction from a third party, (d) information published or otherwise made known to the public by Discloser, (e) information that was generated independently without reference to the Discloser’s Confidential Information, or (f) information that is required to be disclosed under a court order or pursuant to any applicable governmental rule, regulation or statute, provided that Recipient provide Discloser with prior written notice of such disclosure, (as permitted by law) and the timing for response set forth in the request.

### 10.3 Non-transactional Confidential Information

Other than transaction information absolutely required for Airpak to provide, or for you to use the Services, Airpak does not require nor desire any of your proprietary information (“Non-transactional Confidential Information”). You agree not to provide Airpak with any Non-transactional Confidential Information including, but not limited to, prototypes of new products, without Airpak’s express prior written consent. In the event that you send such Non-transactional Confidential Information to Airpak without Airpak’s prior written consent, then Airpak shall not be obligated to treat such information as Confidential Information.

### 10.4 Standard of Care

Recipient shall not use the Confidential Information for any purpose other than as required by these Terms of Service. Recipient shall not disclose the Confidential Information to any third party, other than as required to perform the Services. Recipient shall use at least the same standard of care with the Discloser’s Confidential Information as it does with its own Confidential Information, but in no event with less

than reasonable care. Each party acknowledges that breach of this provision would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore that the other party will be entitled to seek injunctive relief to enforce the provisions of this Section.

#### 10.5 Return or Destruction

Other than transactional information that is retained in the ordinary course of Airpak's business, each party shall either promptly return all Confidential Information, or confirm that such Confidential Information has been destroyed promptly after receipt of written request from the other party.

#### 10.6 Aggregate Use

Subject to the Terms of Service herein, you hereby acknowledge and agree that Airpak may compile aggregate results from all of, or a selection of your use of the Services, provided that Airpak shall not disclose any information that would individually identify you ("Aggregate Information"). Such Aggregate Information shall be deemed to be Airpak's Confidential Information. You also hereby agree that Airpak may review and use your individual use of the Services in order to provide Services to you, to evaluate Airpak's provision of the Services, and to improve Airpak's Services offerings.

#### 10.7 Privacy Policy

Airpak believes in protecting your privacy. Any information you provide to us or input on the Website as set out above will be used in accordance with our privacy policy. ("Privacy Policy"). We do not sell, rent, or otherwise disclose your Confidential Information to a third party, without your consent or as permitted by the Privacy Policy.

### 11. Indemnification

You agree to indemnify and to hold harmless Airpak, our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of your use of the Services and/or your violation of the Terms of Service. Upon requesting for our Service, you agree to indemnify and hold harmless Airpak from any and all claims for transportation, storage, handling and other charges relating to the goods in respect of the Shipment, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature, whether or not Airpak accepts such order.

## **12. Disclaimers**

### 12.1 As Is

Airpak endeavors to provide the Services in accordance with these Terms of Service. Users acknowledge that the Services and the Website are provided on an “as is” and “as available” basis. Airpak and Airpak’s suppliers expressly disclaim all warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose and non-infringement for the services, the Website and any third-party services. The use of the Services, Website, or third party services shall be at your own risk.

### 12.2 No Continuous Access

Airpak does not guarantee continuous, uninterrupted or secure access to the Services. Operation of the Services may be interfered with by numerous factors outside of our control. Airpak will make reasonable efforts to process requests for receiving or shipping merchandise in a timely manner but Airpak makes no representations or warranties regarding the amount of time needed to complete processing because our Services are dependent upon many factors outside of our control, such as delays caused by third parties. Airpak is not liable for any direct, indirect, incidental damage, loss of profit, goodwill, use, or data resulting from our inability to provide the Service. We reserve the sole right to discontinue the Website and our Services, including any of the Website’s features, at any time with or without notice to you.

### 12.3 Others

You understand that Airpak does not inspect your goods nor does Airpak take any responsibility for the business decisions that you make and implement through the Services. You acknowledge that Airpak is not the Merchant of Record, nor the Importer of Record, and nor the owner of any product shipped by you through Airpak.

## **13. Limitation of Liability**

### 13.1 Third-Party Liability

By accepting the Terms of Service, you acknowledge and agree that we do not assume any liability whatsoever for the acts, content, errors, or omissions (including, without limitation, any negligence or willful misconduct) of any third-party service providers with whom you or any of your affiliates may contract, regardless of the purpose.

### 13.2 Waiver of Consequential Damages and Limitation of Liability



In no event shall Airpak be liable for any indirect, incidental, special or consequential damages, or damages for loss or damage of Shipments, loss of profits, revenue, data or use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the Website, any content, or any third party websites and content. Other than as set forth below, in no event shall Airpak's liability under these Terms of Service exceed the monies paid or payable by you to Airpak for the applicable services excluding carrier fees or other third party fees ("damages cap"). Similarly, in the event of an unauthorized transaction by an Airpak employee or agent, Airpak is only liable up to the damages cap. Airpak must be notified in writing within thirty (30) days after the facts giving rise to a claim arise, otherwise you will be deemed to have waived the right to seek all damages from Airpak.

### 13.3 Declaration and Accurate Information

You are responsible to provide complete and accurate information in respect of the Shipment, including, but not limited to, the item category and item value of the Shipment. You shall be responsible for any error, damage, expense or consequence resulting from wrong or incomplete information provided to us. You shall further indemnify Airpak for and hold Airpak harmless from any loss or expense resulting as a consequence of the wrong information provided by you. Airpak shall not be responsible for losses or damages in the event that any item contained in the Shipment is wrongfully declared. Moreover, Airpak is in no way responsible for any damages, losses due to custom practice. Airpak shall not be liable for the accuracy and truthfulness of the information provided by you.

### 13.4 Import Taxes and Duties

When you generate a Shipment using an Airpak ShipNowAccount shipping label, you have the option of choosing between a DDU Shipment or a DDP Shipment. In DDU Shipments, you choose not to pay in advance for any taxes and duties in respect of the Shipment arising in the destination country, of which the receiver will be billed accordingly. By using DDU Shipment, you acknowledge that any local customs charges, import taxes, import duties, last-mile delivery fee, or in general any extra charge(s) regarding the Shipment ("Taxes and Duties"), will be the receiver's sole responsibility. Airpak shall not be liable for any discrepancies between the Shipping Fees by Airpak and any local fee, or additional delivery fee charged to the receiver.

In the event that you generate a Shipment using a Airpak ShipNow Account, and wish to avoid the receiver being charged any additional fee, you may use DDP Shipment, in which you agree to pre-pay the Taxes and Duties in respect of the receiving country at the time you purchase the shipping labels.

Airpak will provide you an estimate of the Taxes and Duties prior to each Shipment for your reference (“Estimate”). For both DDU and DDP Shipments, such Estimate shall be for reference only and the Shipment may be subject to other additional charges depending on the local custom practices of the destination country.

13.5 Customs

Airpak shall not be liable for any loss, delay, or damage of items shipped, while in the hands of a local custom. In addition, Airpak shall not be held responsible in the event that the local custom confiscates, holds, or denies release of the Shipment to the receiver.

13.6 Service provided by Courier

Airpak Shipnow is a technology platform that 1) connects shippers and couriers and 2) allows Airpak to provide prepaid service to consumers. In no circumstances will Airpak be liable for any Services or information provided by any Courier, neither in the case of shipments performed by Airpak. Under no circumstances Airpak will be held responsible or liable for any damage, destruction, loss, late delivery of Shipment, failures in handling in shipments to couriers, failed or late shipment collection by Courier, or any issues with tracking updates, for any Courier, also Airpak is not liable for the acts, errors, or omissions (including, without limitation, any negligence or willful misconduct) of any third-party service providers (including, without limitation, any delay, wrong, or missed pickup by the Courier). Airpak is not liable for the delivery time information shown on the Website. For the maximum liability per consignment note, user may refer to it corresponding to the service type or refer to Airpak Express Standard Conditions of Carriage whichever is lower.

13.7 Service provided by Airpak

All Services provided by Airpak are covered by the maximum liability stated with different service type or Airpak Express’s Standard Conditions of Carriage, whichever is lower. Airpak limits its legal liability for total loss, visible damage or delay consistent with industry standards. You agree that in the case of total loss for which Airpak is liable, the amount of Airpak’s liability is limited to a released value of US Dollar fifty cents (USD 0.50) per pound, maximum US Dollars Fifty (USD 50.00) per lot, totally lost or damaged, beyond which Airpak will not be liable. Airpak will also not be liable to any indirect or consequential loss, including loss of profit, and loss of business opportunity, goodwill or reputation.

13.8 Other

Airpak is not liable for any fees, expenses, resulting as a consequence of a change of information from your side (for example a change of address, order cancellation, or order call-back), after a Shipment has been confirmed and paid for on Airpak. Airpak

is not liable for any delay in the generation of shipping documents.

#### **14. Termination**

You have the right to terminate your account at any time by sending a cancellation request to [shipnow.notices@airpak-express.com](mailto:shipnow.notices@airpak-express.com). Airpak may also terminate your account by providing notice to the administrative email address associated with your account. In addition to any other remedies we may have, Airpak may terminate your account upon ten (10) days' notice if you breach any of these Terms of Service, or upon thirty (30) days' notice without any reason to be provided by Airpak at its sole discretion. Airpak also reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof). Except as provided above, upon any termination of your account, Airpak may store all of Your Content on the Services (if any), or it may be permanently deleted by Airpak, at its sole discretion. Any balance in your Airpak Account will be forfeited by Airpak upon termination of your account.

#### **15. Disputes**

Please note, while disagreements sometimes arise, Airpak wants to address any complaint with the Services in a proactive manner. Please log a support case for resolution, you can send an email to [shipnow@airpak-express.com](mailto:shipnow@airpak-express.com) . If you feel an escalation is merited, please email [shipnow@airpak-express.com](mailto:shipnow@airpak-express.com) regarding your unresolved case and your concern. For purposes of clarity, this does not waive the notice requirement set forth below.

#### **14. Governing Law and Venue**

These Terms of Service shall be governed by the laws of Singapore. By using our Services, you agree to submit to the exclusive jurisdiction of the Singapore courts.

#### **15. General Provisions**

##### **15.1. Severability**

If any provision of these Terms of Service is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make such provision valid and enforceable and the remaining provisions of these Terms of Service shall remain in effect and enforceable in accordance with their Terms of Service.

##### **15.2. No Waiver**

Failure or delay of Airpak to exercise a right or power under these Terms of Service shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

### 15.3. Notices to You

You agree that Airpak may provide notice to you by posting it on our Website, emailing it to the email address listed in your account, showing a notification when you login to your account, or mailing it to the street address listed in your account. Such notice shall be considered to be received, read and understood by you within 24 hours of the time it is posted to our Website or emailed to the email address listed in your account. If the notice is sent by mail, we will consider it to have been read and understood by you within 24 hours of the time it is delivered. Airpak reserves the right to terminate your account if you withdraw your consent to receive electronic communications.

### 15.4. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without Airpak's prior written consent and any attempted assignment without that consent will be void. Airpak reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Subject to the foregoing provisions of this Section, these Terms of Service shall be binding on and inure to the benefit of the parties' successors and assigns.

### 15.5. Attorneys' Fees and Costs

Airpak shall have the right to collect from you its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing these Terms of Service.

### 15.6. Force Majeure

Airpak shall not be liable for any delays or inability to perform the Services caused by forces beyond Airpak's control including, without limitation, acts of God or acts of third party Service providers, including, but not limited to, carriers and postage systems. When goods are ordered out, in the case of acts of God, war, terrorism, public enemies, pandemics, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond Airpak's control, or because of loss or destruction of goods for which Airpak is not liable, or because of any other excuse provided by law, Airpak shall not be liable for failure to carry out such instructions.