

Terms of Service

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE AND THE SERVICE

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE, AND DO NOT SIGN UP FOR A PROVIDER ACCOUNT.

This website, including all content made available through the website, (“Site”) is owned and operated by Ship24 Technologies LLC, Ship 24 and its affiliates, including its parent company Ship24 Technologies LLC, Inc. (collectively, “Provider”) and the services and products (“Services”) provided to you are subject to the following notices, terms, and conditions. Unless otherwise agreed in writing with Provider, your agreement with Provider will always include, at a minimum, the terms and conditions set out in this document and our [Privacy Policy](#). These terms and the Privacy Policy form a legally binding agreement between you and the Provider about your use of the Provider’s Services. It is important that you take the time to read them carefully. Provider is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the service, you acknowledge and agree that the Provider’s collection, usage, and disclosure of this personal information is governed by our [Privacy Policy](#).

Collectively, this legal agreement is referred to below as the “Terms.” Provider may, from time to time, modify, amend, or supplement these Terms, and post those changes on the Terms of Service page. If you maintain an account balance with Provider, under its Ship 24 Carrier Services product, you hereby agree to and consent to the terms provided in Appendix A which immediately follows these Terms, and shall become a part of these Terms. Modifications, amendments, or supplements to these Terms shall automatically be effective seven (7) days after the Provider has posted the modifications, amendments, or supplements. If you do not agree to be bound by (or cannot comply with) these Terms, including the Terms as modified, amended, or supplemented, you agree that your sole remedy is to cease using the Services by canceling your account. Your continued use of the Services constitutes your agreement to be bound by the Terms, including Terms as modified, amended, or supplemented.

Both you and the Provider agree, with the limited exceptions noted below and as further provided below, to resolve all disputes between you and the Provider through BINDING ARBITRATION. ARBITRATION MEANS THAT YOU AND THE PROVIDER ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

1. SERVICE PRICING

Provider offers multiple types of service plans – including, without limitation, monthly service plans. Your recurring service fee, if any, will be calculated based on the service plan presented to you and agreed to by you during service registration. In addition, you are responsible for all variable and transactional costs of using the service (including but not limited to postage, fees for private carriers, package insurance, items purchased in the online store, if any, fees for additional users, or other special services selected) in addition to your applicable service fee, if any. Your recurring service fee, if any, will be calculated and billed based on the date you register and the terms of your offer. If you have registered for a monthly billing plan (like most Provider users), the monthly billing cycle ends each month after you register. For example, if you register on May 10, and you are provided a free trial offer, the first billing cycle will begin on May 30, and the second billing cycle will begin on June 30. Provider bills in advance (i.e., at the beginning of the applicable billing cycle), if you cancel in the middle of a billing cycle you will not be refunded for your service fees and your account will remain available for usage for the remainder of the billing cycle. If you register for a free offer but wish to avoid incurring the recurring service fee, make sure to cancel your account before the free period ends. To cancel, call Provider customer support at +971501722000, 24/7 days or do so online.

2. ACCOUNT DURATION

While Provider reserves the right to cancel your account for lack of use, lack of payment, or breach of these Terms, as a general matter, all Provider user accounts are maintained perpetually unless and until canceled by the user. Following any account cancelation, the Provider may maintain certain account settings and information for some time in the event of account re-activation. The period Provider maintains account information shall be in the sole discretion of Provider.

3. ACCOUNT CANCELLATION/TERMINATION

You may terminate or close your account at any time. However, depending on the service plan you selected, certain restrictions or fees may apply, as detailed below. **To cancel, you may do so by 1) accessing your online account or 2) calling Provider customer support at +971501722000, Monday – Friday, during business hours, other than major holidays.** You will be asked to verify your account information and confirm your intent to cancel your account.

Monthly Service Plan. You are free to end your monthly service plan at any time.

- If you terminate your monthly service plan during the free trial period you will not be charged any service fee.
- If you terminate your monthly service plan within the first ninety (90) days of signing up, you will receive a full refund of any monthly service fees paid (you will not be refunded postage or insurance fees).
- If you terminate your monthly service plan after the first ninety (90) days, your account will be handled as follows at the discretion of the Provider: (i) either a pro-rated/partial refund of that month's service fee will apply and your account will be closed immediately; or (ii) your account will remain open and accessible until the end of that month's billing cycle, no refund will be given and the account will be closed and no longer accessible.

4. FREE TRIAL OFFER TERMS

If you select to sign up for Provider's "free trial", then you will not be charged a service fee for the period of the free trial offer; i.e., even if you fail to cancel following the trial period, you will not incur a service fee for the trial period. After the free trial, if you wish to continue service you must choose a service plan and accept the terms.

5. METHOD OF PAYMENT

Provider currently accepts Visa, MasterCard, American Express, and Discover. Certain users will be approved to set up an automated debit from their bank savings or checking account. Acceptable payment methods are subject to change at any time. You must include correct information (e.g., the address and phone number the payment credit card issuer has on file for you) when enrolling. Incorrect information may cause delays in establishing service. All information received from you, including credit card and/or bank account information, will be treated by Provider's Privacy Policy. Please note

that the Provider may receive updated information regarding your payment card account, debit card account, or bank account from your financial institution, and by accepting these Terms you hereby consent to such updating. For example, the Provider may receive updated card expiration date or account number information. During account registration, the Provider may verify that your payment card is valid for the service fees associated with your service plan.

DEBIT NOTICE WAIVER: If you elect to pay Provider via a debit card, you hereby waive your rights under 12 C.F.R. 205.10(d) to receive ten days' advance notice of the amount and date of all varying electronic fund transfers, so long as the transfer falls inside the range of \$0.01 and the sum of any amounts you authorize for insurance, hidden postage labels, reset fees or other non-recurring charges.

BILLING FOR FEES: The provider's service fee and any other applicable fees due, including fees for postage or shipping (if applicable), will be automatically charged to the account holder's credit card, debited from the account holder's debit card or collected via direct account withdrawal from the account holder's bank account (as directed by the user), in the case of service and other fees alone. Account holders who use Ship 24 Carrier Services, will be automatically charged their recurring service fee as well as a preset amount at the beginning of each billing cycle. Ship 24 Carrier Services users will also be charged such a preset amount each time the balance available in the Ship 24 Carrier Services is not sufficient to print a label requested by such a user. The minimum preset amount is \$10 and the maximum is \$500. Higher auto pre-funding amounts may be set within the Provider Site.

The billing entity for part or all of the services provided by Provider may be that of a subsidiary, affiliate, or partner organization of Provider and you hereby consent to any such billing, including changes to the billing entity from time to time.

6. API TERMS

Provider may make an API (Application Program Interface) available to Customers at Provider's sole discretion. Customers may access their Ship 24 account data via an API. Any use of the API, including the use of the API through a third-party product that accesses Ship 24, is bound by the Terms plus the Terms of Service.

7. GLOBALPOST TRANSACTIONS AND RELATED SERVICES

Third-Party Partners: Certain shipping transactions may be offered through the Provider's GlobalPost service, including but not limited to the Global Advantage Program, which enables customers to ship packages from the United States and international posts at discounted rates (hereafter, "GlobalPost"). The provider acts as your carrier and is primarily responsible for the fulfillment of the GlobalPost services offered through its network of third-party parcel processing facilities that are selected and directed by the Provider ("GlobalPost Processing Facility"). If you ship eligible items to a destination through GlobalPost, you may first be required to ship the item through a GlobalPost Processing Facility which will then route the item to the destination address. You acknowledge and understand that Provider may direct one or more third-party global shipping provider(s) to oversee the processing, customs clearance, shipment, and, to the extent applicable, the return of the item so long as your shipment meets the terms and conditions of this program and any other applicable third-party requirements. Eligible shipment items and quantities are generally governed by the origin and destination country's postal regulations, import and export laws, rules, and requirements. Ineligible items that are shipped may be returned, seized, destroyed, or disposed of under such laws, rules, and requirements. Please contact us for additional information about eligible items and quantities. You agree to indemnify and hold Provider harmless from any losses, including all legal fees and expenses, that result from your shipment of a parcel that contains ineligible, restricted, illegal, or otherwise prohibited items. You acknowledge and agree that the Provider has the absolute discretion to disable the GlobalPost service from your account.

GlobalPost Smart Saver Ship-In: If you are using GlobalPost Smart Saver Ship-In or any other branded bulk inbound shipping services offered by Provider, you are responsible for printing (through your account) and affixing the following two shipping labels: (1) the designated shipping label to each parcel, which contains the parcel's final destination address; and (2) the designated third party carrier label addressed to the assigned GlobalPost Processing Facility to the receptacle containing the bundled parcels. You may be provided with third-party carrier labels for the receptacle(s). If the receptacle labels are not used by the ship date printed on the labels, they will be automatically refunded and unusable. If labels are generated that are not used for Smart Saver Ship-In or the instructed service, the Provider will charge you for shipping costs and may assess an additional fee and/or disable the program on your account. Parcels that do not reach the assigned GlobalPost Processing Facility, including parcels that are sent to an incorrect location, may not be processed through Smart Saver Ship-In. Parcels that do

not have the correct bulk inbound shipping label may not be processed through Smart Saver Ship-In.

GlobalPost Smart Saver Pickup: If you are using GlobalPost Smart Saver Pickup or any other branded pickup service offered by the Provider, you are responsible for printing (through your account) and affixing the destination label to each parcel and the manifest label to each receptacle, and for bundling the parcels into a receptacle. The provider will provide you with receptacles or other shipping supplies. At pickup, all receptacles must be scanned by the transportation provider upon receipt and require a signature confirmation from you of the pickup. Provider's transportation providers reserve the right to require item counts at the time of pickup in the event chronic delivery/loss issues are claimed by you. Any receptacles provided by GlobalPost remain the property of GlobalPost. Upon termination of your GlobalPost account or at the written request of GlobalPost, you must return all receptacles in good condition (except for normal wear and tear) to GlobalPost within 14 days. Failure to return such receptacles will result in a \$50 fee per unreturned or damaged receptacle. You may be required to complete and provide a bill of lading to the transportation provider at pickup. The receptacle and/or parcels must be picked up by our assigned carrier(s) at the designated time(s)/date(s). For the parcel to be picked up successfully, you must follow the prescribed procedure for local pickup (below). Failure to follow the guidelines may impact the deliverability of the parcels and the cost of the services.

Procedures for Smart Saver Pickup:

Rates: You will be provided with a unique rate card based on the information you provide to the Provider during the onboarding process, such as your location, shipment volume/weight, and pickup schedule (pickup days/times and frequency). You are required to provide the Provider with at least 72 hours' notice if, for any pickup, your shipment volume (parcel count or weight) increases by 10% or more. You may be required to obtain a new rate card if your shipment volume increases, or decreases, by 20% or more. The provider is not responsible for any unsuccessful pickups if you fail to provide the Provider with the required notice. A request for an increase in the frequency of pickups may be subject to additional fees.

Scheduled Pickup: Your shipment must be ready to be transported at the scheduled pickup time (or if a pickup window is provided, at the start of the window). Your refusal to tender your shipment to the transportation provider at the scheduled pickup time will be deemed to be a cancellation and may be

subject to a \$150 cancellation fee, and you will not be assigned another pickup time as a substitute. If you decide with the transportation provider for a pickup time outside of your scheduled pickup time, the Provider reserves the right to charge you a \$150 change fee.

Cancellation: You are required to provide the Provider with at least 24 hours' notice to cancel a scheduled pickup. If you fail to provide the Provider with the required notice, you will be charged a \$150 cancellation fee.

Transportation Failures: In the event of a Transportation Failure, please contact Provider immediately at support@ship24.io and Provider will decide for your shipment to be picked up at the soonest available time. If your shipment is not picked up for 3 or more business days from the originally scheduled pickup time, a credit equal to 10% of the postage paid for the affected shipments will be made to your account, up to a maximum of \$750 per occurrence. "Transportation Failure" refers to the Provider's failure to pick up your shipment at the scheduled pickup time.

GlobalPost Smart Saver Dropoff: If you are using GlobalPost Smart Saver Dropoff, you are responsible for sourcing all required shipping supplies, printing and affixing the shipping label to such parcels, bundling your parcels into bags, or pallets, and transporting your packages to the assigned GlobalPost Processing Facility. For your parcels to be successfully processed, you must follow the required pre-alert process (below) for each drop-off. Failure to adhere to the pre-alert process may impact the deliverability of your parcels.

Pre-Alert Process:

Procedures.

- You are required to send a pre-alert email to prealert@ship24.io before dropping off each shipment.
- A 72-hour lead time is required between the receipt of the pre-alert details and your effective start/delivery date for any drop-off of more than 300 shipments in one day.
- A new pre-alert to prealert@ship24.io must be sent if there are any material changes in volume, account ID, or origin address(es).
- To cancel a scheduled drop-off, please send an email to prealert@ship24.io.

- Once the pre-alert/shipment details have been received, GlobalPost will undertake commercially reasonable efforts to provide you with any applicable delivery instructions within 1 business day.
- Shipments must be received at the assigned GlobalPost Processing Facility by 12 noon to receive same-day scans.
- You are responsible for transporting your shipments to the GlobalPost Processing Facility, including all associated costs.

Pre-Alert Email. You must provide the following information in each pre-alert email:

- Subject Line: Facility Pre-Alert for [Customer Name]
- Ship Date:
- Customer Name:
- Customer Phone #:
- Customer Email:
- Account #:
- Service Type (Int'l/Dom):
- Destination Facility:
- Origin address(s) on labels:
- received shipments per day/shipment:
- Number of pallets or outer containers if applicable:
- weight per piece:
- Frequency of drop or delivery:
- Name of Carrier (delivery service):
 - For UPS/FedEx, etc. deliveries, the tracking number(s).
 - For personal drop-offs, the name of the person or team making the drop-off.

Transportation Services:

Requirements. Provider may provide you with rates for transportation services (“Transportation Services”) from time to time. Transportation Services are available Monday through Friday, for scheduled, recurring pick-ups only; no one-time or on-demand pick-ups are available. Rates are based on several factors as agreed between Provider and you, including but not limited to pick-up and drop-off locations; pick-up time(s); frequency of pick-ups; and volume, weight, and other shipment characteristics (collectively, the “Agreed Schedule”). Changes in any of the foregoing factors may result in a change in rates and/or other applicable fees. Rates are subject to change based on changes in market conditions and fuel surcharges. Rates do not include supplies. Vehicle type will be finalized upon account activation and is subject

to change at GlobalPost's sole and absolute discretion. GlobalPost may engage one or more subcontractors to perform any or all of its obligations in connection with the Transportation Services. You are responsible for paying for all fees for Transportation Services by the Agreed Schedule. Fees will be billed against your GlobalPost account. Any modifications to the Agreed Schedule must be requested at least 72 hours in advance of the scheduled pick-up time. GlobalPost will use commercially reasonable efforts to accommodate requested modifications but cannot guarantee that such modifications will be made. You must provide at least 24 hours prior notice of any pick-up cancellations. Failure to timely cancel a scheduled pick-up will result in a cancellation fee of \$150. Freight must be ready for pick-up at the agreed pick-up time. You agree not to communicate directly with the applicable transportation vendor without GlobalPost's prior written consent. If arrangements that deviate from the Agreed Schedule are made with the transportation vendor directly, GlobalPost reserves the right to charge your account for applicable fees. Transit times for Transportation Services are estimates only and are not guaranteed. You may be required to print and provide a bill of lading to the transportation vendor at pick-up.

Representations and Warranties. You hereby represent, warrant, and covenant that: (a) you own the shipped items or have the necessary rights to ship such items; (b) you use the Transportation Services to ship items at your own risk through the carriers that provide the Transportation Services and, except to the limited extent expressly set forth these Terms, agree that Provider will have no liability for any shipped items or any claims, demands, loss or damages related thereto; (c) you are solely responsible for obtaining any insurance to cover any anticipated losses; (d) you are solely responsible for any liability, which results or is alleged as a result of such shipped items, including, but not limited to, property damage, personal injury and death; (e) if you are loading, bracing and securing the goods, you understand that you are liable for any claims, loss, or damage as a result of doing so improperly or unsafely. You understand that Provider is in no way responsible for the securing, lading, packaging, or compliance with shipping instructions for your shipments; and (f) you understand that Provider is not a motor carrier, and as such, is not liable or responsible to you or the or the shipment recipient for any shipments transported under these Terms.

Interchangeability of Services Used: The provider may substitute services at our sole discretion, but will generally offer substitute services that are similar to the originally selected service. If another service is used,

commercially reasonable efforts will be made to maintain a similar service standard.

Fees and Adjustments: The provider may change prices and fees, at its sole discretion, at any time. The fees for GlobalPost may include both GlobalPost and third-party carrier fees. The total of the fees may be included within the shipping rates provided to you and may not be separately delineated from the overall charge. Rates for services charged will be based on the rates that are available for your account and may be updated by the Provider at its sole discretion. For shipments where (a) you do not provide or provide incorrect shipping details about the parcel (such as weight, address, dimensions, dimensional weight, service type or package type), (b) shipment information is not legible, (c) the shipment has been tendered by you to the wrong carrier, or (d) the packaging is inadequate or improper, GlobalPost reserves the right, at its sole discretion, to either (i) deliver the parcel(s) at an increased rate that will be automatically charged to you, (ii) return the parcel(s) to you with the cost of the return and processing of the return charged to you, or (iii) destroy or dispose of the parcel(s), with the cost charged to you. If the assessed rate cannot be calculated using the GlobalPost rates (for example, if the actual weight of the shipment exceeds the maximum weight supported by the program), you will be charged for the replacement service, which may include a domestic label, if applicable. For example, you might be automatically charged for a domestic Priority Mail Retail Package (rated based on transportation from your facility to the third-party shipping facility, and any balloon/oversized surcharges as required per USPS rates and requirements) plus the cost of a Priority Mail International Retail Package (rated based on transportation from the third party shipping facility to your intended international recipient, plus any balloon/oversized surcharges as required per USPS rates and requirements). Note that if GlobalPost does not supply a domestic label, domestic Priority Retail Package rates will not be included in any adjustments.

Duties and Taxes: Some GlobalPost services offer expedited customs clearance which requires full payment of duties and taxes. GlobalPost provides various ways to pay duties and taxes, including but not limited to (i) duties and taxes are deducted from your account balance; (ii) duties and taxes are collected by GlobalPost from the recipient before the parcel leaves a GlobalPost Processing Facility; (iii) duties and taxes are collected by GlobalPost by the destination carrier from the recipient at the time of delivery. Improper classification of items in your parcel could result in adjustments to your account balance, an increase in the amount collected from the recipient,

delay, disposal, or return. Note that due to international currency changes, the amounts may vary based on currency conversion at the time of your transaction. An additional administration fee related to the collection of duties and taxes may also apply. If your transaction requires the payment of duties and taxes by the recipient and your recipient refuses to pay for those amounts, you may be required to pay for the goods to be returned, destroyed, or disposed of or for other amounts imposed.

Harmonized Tariff Schedule Codes for International Shipping: The Harmonized System Tariff code (“HS Tariff Code”) is used to classify physical goods and traded products for export to another country. Provider urges you to provide the HS Tariff Code that corresponds to your shipment on the Customs Form. If you do not provide an HS Tariff Code on the Customs Form, the Provider may assign one for you. By using the GlobalPost services, you agree that if Provider assigns an HS Tariff Code for you, Provider is not liable for any issues you have with your package, including but not limited to any additional fees or penalties you are charged or any delays or the return of your package due to the HS Tariff Code we assigned.

Refunds: No refunds shall be applicable for a GlobalPost shipment that has been provided to any carrier. In addition, no rate credits shall be applied in the event your shipment could have qualified for a less expensive rate but you did not select that rate.

Undeliverable Parcels: A parcel is considered undeliverable if (i) the recipient’s address is incomplete, illegible, incorrect or cannot be located, (ii) delivery cannot be made because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the shipment on the initial delivery attempt or reattempts, (iii) the parcel is unable to clear customs, (iv) the recipient refused to pay for duties and taxes as required by that method of delivery, (v) the shipment of the parcel would likely cause damage or delay to other shipments or goods, or cause injury, (vi) the parcel contains restricted, illegal, or otherwise prohibited items, or (vii) the parcel’s contents or packaging are damaged to the extent that re-wrapping is not possible. If the parcel is undeliverable for any reason, the Provider may attempt to notify you and to arrange for the return of the parcel, subject to any local regulatory restrictions. Additionally, the Provider may, in its sole discretion, return the parcel to you or destroy or dispose of the parcel. You will be liable for any costs, or charges incurred in returning or disposing of an undeliverable parcel. GlobalPost prohibits the shipment of any Tobacco Products under GlobalPost’s Global Advantage Program. The term “Tobacco Products” includes any product made or derived from tobacco that is intended

for human consumption, including any component, part, or accessory of a tobacco product; the term includes, without limitation, cigarettes, e-cigarettes, cigars, e-cigars, e-hookah, vape pens, advanced refillable personal vaporizers, and electronic pipes. Provider reserves the right to refuse to accept, transport, or deliver any shipment containing Tobacco Products that Provider, in its sole and unlimited discretion, determines does not comply with the requirements for the shipment or any applicable law or regulation, and to discontinue any or all service to you for, among other reasons, tendering such a shipment. Provider reserves the right to dispose of any shipment containing Tobacco Products that shippers are prohibited from shipping, that Provider is not authorized to accept, that Provider states that Provider will not accept, or that Provider has a right to refuse. Any fees or charges that are associated with your shipment of Tobacco Products will be directly billed to your account.

Parcel Coverage: In the event your parcel is lost and/or damaged before delivery, the GlobalPost service offers a limited Parcel Coverage program under the following terms. Note, Parcel Coverage through GlobalPost is not package insurance. Actual package insurance must be added as a separate transaction.

- Parcel Coverage may only be requested for international parcels that receive a GlobalPost tracking event to the final destination, and are either never received by the recipient and/or are damaged.
- Parcel Coverage will be limited to the sum of the value of the contents as specified on the customs form at the time of shipment less any salvage value (the total amount not to exceed \$100 unless indicated otherwise) PLUS the amount the shipper paid for shipping fees for the respective GlobalPost service.
- Requests for Parcel Coverage must be filed between 30 and 90 days from the original ship date using the claim process available on GlobalPost's website.
- For GlobalPost to consider a claim for damage, the contents, original shipping cartons, and all packaging material must be available to GlobalPost for inspection. Your claim may be denied if the shipment cannot be made available to the Provider or the Provider finds the shipment was not adequately prepared according to the GlobalPost Shipment Preparation Guidelines.
- Coverage does not apply to undeliverable and rejected parcels or parcels that contain restricted, illegal, or otherwise prohibited items.
- You should review the laws and regulations of the destination country to ensure that your parcels will not be rejected on the basis that they

contain restricted, illegal, or otherwise prohibited items. If your parcel contains such items, the carrier or customs official reserves the right to dispose of your parcel without any compensation to you.

Appointment of Agent: Under a routed export transaction under the U.S. Export Administration Regulations and Foreign Trade Regulations, your recipient, as the Foreign Principal Party in Interest, will agree to assume responsibility for the export shipment, with Provider's third-party shipping partner(s) acting as your recipient's forwarding agent. You remain liable for the accuracy of information you provide about shipments, and you agree to provide timely responses to requests for additional information.

Right of Inspection: You agree that the Provider, its shipping partners, or any governmental authority including customs and security may open and inspect your shipment at any time. You acknowledge and agree that GlobalPost, its shipping partners, or any governmental authority may, at its sole discretion, decide to destroy or dispose of a parcel in the event a determination is made that such destruction or disposal, as the case may be, is required (for example, prohibited items are shipped through GlobalPost or there is suspected fraud associated with the transaction).

Sharing of Information: Notwithstanding anything in the Privacy Policy to the contrary, you consent to the disclosure of certain personally identifiable information, as well as shipping item information (including but not limited to recipient and package content information), by Provider and its partners to any third party shipping partner utilized as part of the GlobalPost service, and, in addition to other third parties (such as customs and revenue authorities, as well as other government agencies), in connection with the processing, export and customs clearance, and transportation of any shipment. Provider cannot control the privacy policies of its third-party partners and their service providers and you hereby waive any claim related to the disclosure of personally identifiable or shipment information as part of GlobalPost.

Transit Times: Some GlobalPost transactions may include a quoted transit time, which represents an estimate by the Provider for the respective service once the parcel has been received and processed by GlobalPost at a GlobalPost Processing Facility; actual transit times may vary. Weekend days, public holidays, bank holidays, delays caused by customs, delays attributable to compliance with mandatory local security requirements, or other events beyond Provider's reasonable control are not included when Provider quotes door-to-door delivery times in its published literature. The route and the

method by which the Provider transports your shipment shall be at its sole discretion.

Countries Served: You may be required to provide additional information depending on the parcel's destination.

Additional GlobalPost Info: Additional information about GlobalPost, including policies governing eligibility, service delivery times, weight and size restrictions, handling of lost, damaged, and undeliverable items, rates, shipment insurance, returns, and refunds.

8. CONTENT COPYRIGHT

You acknowledge that (i) content on the Site and content available through the Services is protected by copyrights, trademarks, and other intellectual and proprietary rights ("Rights"); (ii) these Rights are valid and protected in all media and technologies existing now or later developed; and (iii) except as explicitly provided otherwise, the Terms and applicable copyright, trademark, and other laws govern your use of such content. Any other use, including but not limited to the reproduction, modification, distribution, transmission, republication, display, or performance, of the content on this Site is strictly prohibited.

9. PATENTS

Covered by and/or for use with UAE. Patents#:

10. TRADEMARKS

Provider, Ship 24 and associated brand names and domain names are trademarks of Provider in the United Arab Emirates and/or other countries. Provider trademarks and trade dress may not be used in connection with any product or service that is likely to cause confusion among your customers, or in any manner can be interpreted as business disparagement. All marks not owned by the Provider are the property of their respective owners. You may not use, and nothing contained on the Site or in these Terms grants, by implication, waiver, estoppel, or otherwise, any right to use, any trademark displayed on the Site without the written permission of Provider or the respective owner of such trademark, service mark or logo.

11. USE OF SITE

This Site, any portion of this Site, and any materials made available by Provider through the Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by Provider. Provider reserves the right to refuse service, terminate accounts, and/or cancel orders at its discretion, including, without limitation, if Provider believes that a user's conduct violates applicable law or is harmful to the interests of Provider. Any use of content or descriptions; any derivative use of this Site or its contents; and any use of data mining, robots, or similar data gathering and extraction tools are strictly prohibited. In no event shall the user frame any portion of the Site or any content contained therein. By using this Site, you agree that you will comply with all applicable laws and regulations, including UAE. export and re-export control laws and regulations.

12. COPYRIGHT INFRINGEMENT

Provider respects the intellectual property of others. Copyright infringement will not be tolerated. If you believe that your work has been copied in a way that constitutes copyright infringement, please alert us at support@ship24.io.

13. SOFTWARE AVAILABLE ON THE SITE

Software that is made available from the Site ("Software") is the copyrighted work of the Provider and/or its suppliers. Your use of the Software is governed by the Terms. You may not use any Software or the Site unless you first agree to the Terms, after which Provider hereby grants to you, the user, a personal, nontransferable license to access the Software for viewing and otherwise using the Site by these Terms, and for no other purpose, provided that you keep intact all copyright and other proprietary notices contained in the Software. All Software is owned by the Provider and/or its suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY SERVER OR OTHER LOCATION FOR REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. You acknowledge that the Software, and any accompanying documentation and/or technical information, are subject to applicable export control laws and regulations of the UAE. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to UAE. export restrictions.

Software usage is subject to compliance with the Terms and is provided for no additional consideration on a non-transferable, limited, revocable, royalty-free basis.

14. LIMITATION OF LIABILITY

IN THE EVENT THE PROVIDER IS FOUND TO BE RESPONSIBLE TO YOU FOR DAMAGES IN ANY WAY RELATING TO THIS SITE, THE SERVICES, OR THE SOFTWARE, YOU AGREE THAT THE PROVIDER'S LIABILITY TO YOU WILL NOT EXCEED YOUR PREVIOUS MONTH'S PLAN COSTS, WHEN APPLICABLE, FOR SERVICES DURING THE PERIOD IN WHICH YOU INCUR SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. PROVIDER IS NOT LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEYS' FEES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

You should note that, in some circumstances, the liability of a carrier is limited under the Convention of the Unification of Certain Rules Relating to International Carriage by Air (Warsaw, 12 October 1929), Convention of the Unification of Certain Rules Relating to International Carriage by Air (Montreal, 28 May 1999) and the Convention on the Contract for International Carriage of Goods by Road (Geneva, 19 May 1956) or similar international conventions.

15. DISCLAIMER

THIS SITE, SERVICES, AND SOFTWARE ARE PROVIDED BY PROVIDER ON AN "AS IS" BASIS. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR SOFTWARE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE AND THE SOFTWARE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, THE SERVICES, OR THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL

DAMAGES. PROVIDER DOES NOT PROMISE OR GUARANTY UNINTERRUPTED OR ERROR-FREE SERVICE.

16. LINKS TO THIRD PARTY WEBSITES

The Provider and affiliated websites may contain links to third-party websites (“Linked Websites”). The Linked Websites are not under the control of Provider and Provider is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. You should contact the site administrator or webmaster for those Linked Websites if you have any concerns regarding such links or the content located on such Linked Websites. You are responsible for following the terms and conditions of all Linked Websites, including carriers and other third-party providers of services.

17. DISPUTE RESOLUTION; AGREEMENT TO ARBITRATION; AND CLASS WAIVER

You and Provider agree that except as provided below regarding small claims court proceedings, any dispute, claim, or controversy arising out of or relating in any way to the Provider services, Site, your account(s), offers, user interfaces, our Privacy Policy or our privacy practices generally, these Provider Terms, and this “Agreement to Arbitrate,” shall be determined by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND THE PROVIDER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision shall survive termination of these Terms and the termination of your Provider account(s).

PRE-FILING MEDIATION. In the event of a dispute, before initiating arbitration, the party asserting the claim must first send to the other, by certified mail with return receipt requested (or any successor service), a written Notice of claim (“Notice”). If you are the claimant, the Notice to Provider must be addressed to: Ship24 Technologies LLC / Dispute Resolution, P.O.Box 19692 Dubai, UAE, email:info@ship24.io, with a cc to Legal Department – Dispute Resolution, Ship24 Technologies LLC, P.O.Box 19692 Dubai, UAE, email:info@ship24.io. If the Provider is the claimant, the Notice must be addressed to the address used for your account. The Notice

must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. Following receipt of the Notice, each party agrees to negotiate with the other in good faith about the claim. If the claim is not resolved to the satisfaction of the claimant within sixty (60) days after the Notice is provided, the claimant may pursue the claim in arbitration or file a claim in small claims court.

ADDITIONAL ARBITRATION PROVISIONS:

Settlement Offers: During the arbitration, the amount of any settlement offer made by the Provider or you shall not be disclosed to the arbitrator.

Initiating A Claim: The form required to initiate an arbitration can be printed or downloaded from www.diac.com.

Fees for Initiating Arbitration: If you are required to pay a filing fee to initiate arbitration after the Provider receives notice of the initiation of arbitration, it will promptly reimburse you for your payment of the filing fee at the address we have for you on file (or the address provided in the Notice), unless your claim is for greater than US \$10,000.

Applicable Rules; Administrator: The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "DIAC Rules") of the Dubai International Arbitration Centre ("DIAC"), as modified by these Terms, and will be administered by the DIAC. The DIAC Rules and Forms are available online at www.diac.com. The arbitrator is bound by the requirements of this section of the Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Agreement to Arbitrate.

Location of Hearing: Unless the Provider and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United Arab Emirates, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the DIAC Rules including the DIAC rules regarding the selection of an arbitrator). If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the DIAC Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the DIAC Rules. Regardless of how the arbitration is conducted, the

arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the award is based.

Award Enhancement: If the arbitrator issues you an award that is greater than the value of Provider's last written settlement offer made before an arbitrator was selected (or if Provider did not make a settlement offer before an arbitrator was selected), then Provider will pay you the amount of the award or \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the DIAC Rules.

Class Waiver: YOU AND PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Provider agree otherwise, the arbitrator may not consolidate the claims of more than one party, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable as applied to any claim asserted by you, then the entirety of the arbitration provision outlined in this section shall be null and void.

Injunctive Relief Limitation: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's claim.

Small Claims Procedure Alternative: Notwithstanding the foregoing binding arbitration procedure, either party may bring an individual action in small claims court (provided the claim otherwise qualifies for such program) as an alternative to proceeding with arbitration.

18. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Site, you warrant to Provider that you will not use the Site for any purpose that is unlawful or prohibited by these Terms, or the laws and regulations of the jurisdiction in which you are located or to which your envelope or parcel was sent. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site. Provider reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request,

or to edit, refuse to post, or remove any information or materials, in whole or in part, at Provider's sole discretion.

19. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Provider, its officers, directors, employees, and agents, from and against all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, Services, and Software; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Site.

20. MATERIALS PROVIDED TO THE SITE

Users of the Site may post comments, reviews, and other content and submit suggestions, ideas, or other information, provided the content does not contain any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful content or content which is racially, ethnically or otherwise objectionable, or content which infringes upon the rights of any third party. You agree not to impersonate any person and/or other entity or communicate under a false name or a name that you are not entitled or authorized to use. Provider has the right (but not the obligation) to remove, prohibit, edit, or discontinue any content on the Site, including content that has been posted by users.

The provider does not claim ownership of the materials you provide to the Provider (including feedback and suggestions) or post, upload, input, or submit to the Provider or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting Provider, its affiliated companies, and necessary sublicensees a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to use your Submission in connection with the operation of their businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat, prepare derivative works of, and otherwise exploit your Submission; and to publish your name in connection with your Submission. No compensation will be paid concerning the use of your Submission, as provided herein. Provider is under no obligation to post or use any Submission you may provide and may remove any Submission at

any time at Provider's sole discretion. By posting, uploading, inputting, providing, or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions and that your Submission is not based on, or derived from, the proprietary information or items of a third party.

21. GOVERNING LAW

The Services under these Terms are provided by the Provider's offices in the Emirate of Dubai. The Services and Software can be accessed from any of the 7 Emirates in the United Arab Emirates and other countries of the world. The laws of the Emirate of Dubai (or UAE. federal law, if applicable), without regard to conflicts of law provisions, will apply to all matters arising out of or in connection with the Site, the Services, and the Software. By using the Site, Services, and Software, you submit to the exclusive jurisdiction of Dubai courts and further agree that any cause of action arising out of or in connection with these Terms and/or your use of the Site and/or Services and/or Software shall be brought only in the federal or courts in Dubai.

22. UAE. GOVERNMENT USERS RESTRICTED RIGHTS

Use, duplication, or disclosure by the Government is subject to restrictions as outlined in applicable laws and regulations. Use of the Site, Services, and/or Software by the Government constitutes acknowledgment of the Provider's proprietary rights in them. The Site and Software may contain other proprietary notices and copyright information which should be observed.

23. PROHIBITED ACTIVITIES

You shall not transmit to Provider or upload to this Site or the Software any Harmful Code or use or misappropriate the data on this Site for your commercial gain. "Harmful Code" shall mean any software (sometimes referred to as "viruses," "worms," "trojan horses," "time bombs," "time locks," "drop dead devices," "traps," "access codes," "cancelbots" or "trap door devices") that: (a) is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding the number of copies, (ii) exceeding the number of users, (iii) passage of a period, (iv) advancement to a particular date or another numeral,

or (v) use of a certain feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission.

You may not use your password or API keys for any unauthorized purpose. You may not use the Site, Services, or Software for activities that:

1) violate any law, statute, ordinance, or regulation related to sales of (a) narcotics, steroids, certain controlled substances, or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (e) items that are considered obscene, (f) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (g) certain sexually oriented materials or services, or (h) ammunition, firearms, or certain firearm parts or accessories, or (i) certain weapons or knives regulated under applicable law;

2) relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, or certain multi-level marketing programs, (c) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f), are associated with the following Money Service Business activities: the sale of traveler's checks or money orders, currency exchanges or check cashing, or (g) provide certain credit repair or debt settlement services;

3) involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;

4) violate applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices;

5) involve gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and

sweepstakes unless the operator has obtained prior approval and the operator and its customers are located exclusively in jurisdictions where such activities are permitted by law.

24. TERMS REGARDING 3RD PARTY SHIPPING INSURANCE

Provider provides shipping insurance through a third-party company. You agree that the Provider is in no way responsible for any loss, liability, claim, or demand that relates to insurance.

You are solely responsible for ensuring that listings you add insurance to are covered under the applicable coverage, terms, conditions, and exclusions.

All rules, terms, and policies related to shipping insurance offered through the Site shall be governed by the Insurance terms and conditions found by [clicking here](#).

25. TERMS RELATED TO EUROPEAN UNION DATA SUBJECTS

Additionally, if: (a) you are established in the European Union (“EU”); (b) you provide goods or services to customers in the EU; or (c) you are otherwise subject to the requirements of the EU General Data Protection Regulation (“GDPR”), Provider’s collection, use and storage of the Personal Data of any EU Data Subject is also subject to the following rules. All defined terms, not otherwise defined herewith shall be interpreted by the GDPR.

Before you provide the Personal Data of your customers or that of other individuals to Provider for Provider to provide services, you must comply with the GDPR.

You consent to Provider Processing, and/or as a joint Data Controller, with you, of controlling the Personal Data of you and your customers, for it providing the services. The provider may share the Personal Data with its agents’ subcontractors or affiliates or other third-party service providers for the sole purpose of providing or improving the services.

About any Personal Data provided by you to the Provider:

(i) You warrant, undertake, and confirm that it has grounds for sharing the Personal Data with Provider as envisaged;

(ii) You process and control the Personal Data in compliance with all applicable laws;

(iii) You consent to its use and you have obtained any necessary consents from the receiver of the goods (your customer) as required under the GDPR to pass to the Provider the details required to complete the services requested, including but not limited to name, address, email address, mobile telephone number, and contents of the package;

(iv) You have made your customers aware that such details may be used by the Provider to enhance the delivery process for your customers and it may use notifications and geodata for that purpose. This may involve the Provider sharing such details with limited third-party's data processors, to complete the requested services; and

(v) You have told your customers that you use the Provider's services, and given them.

Personal Data of EU Data Subjects that originate in the EU will be stored in the EU. As part of providing the services, this Personal Data may be transferred to other regions, including the United Arab Emirates, subject to appropriate conditions provided for in Chapter V of the GDPR, such as the European Commission Standard Contractual Clauses.

Processing Personal Data of EU Data Subjects

Provider may act as a joint Data Controller with you as well as a Data Processor for the Personal Data of EU Data Subjects in the course of providing services to you, Provider will:

- Process the Personal Data as a Data Processor, only to provide the services by documented instructions from you (provided that such instructions are commensurate with the functionalities of the services), and as may subsequently be agreed to by you. If Provider is required by law to Process the Personal Data for any other purpose, Provider will provide you with prior notice of this requirement, unless Provider is prohibited by law from providing such notice;
- Notify you if, in the Provider's opinion, your instruction for the processing of Personal Data infringes the GDPR;
- Notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a Data Subject or Supervisory Authority relating to the Provider's Processing of the Personal Data;

- Implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and accidental loss, destruction, damage, theft, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage, or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected;
- Notify you promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data; and
- Ensure that its personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose Personal Data.

In the course of providing the services, you acknowledge and agree that the Provider may use subprocesses to Process the Personal Data. Provider's use of any specific subprocessor to process the Personal Data must comply with the GDPR and must be governed by a contract between Provider and subprocessor.

You agree to fully indemnify Provider, for any costs, fees, fines, and professional fees incurred due to a breach by you of the provisions of this Section.

26. MISCELLANEOUS

The following miscellaneous terms are fully applicable and important. Please read them with the same degree of care you read the preceding provisions.

ACCOUNT ACCESS: All transactions originating from your account are your responsibility. Please be mindful of who is given access to the account, as the account holder is responsible for all charges incurred.

ACCOUNT DELINQUENCY: If you fail to pay your recurring service fee for three months or longer or you maintain a negative account balance, the Provider may elect, in its sole and absolute discretion, to terminate your account. In this event, in addition to all other fees due and owing, the Provider may charge a \$25.00 processing fee.

AUTHORITY: By completing the registration process, you agree to pay all fees incurred on your account by the terms of the service plan selected by you. If you change service plans or your account is automatically converted

under this section of Terms, you agree to be bound by the payment terms of the new plan. If a Provider account is established for a business or other entity, the person establishing the account represents that he or she has all necessary authority to establish an account with the Provider on behalf of the business or other entity who is the responsible account holder.

COLLECTION: Each party agrees that if timely payment by the other of any amounts due is not made, the aggrieved party may pursue the claim directly or assign such claim for collection, and the collection agency may pursue the collection of the past due amounts and any interest or cost of collection permitted by law.

CREDIT VERIFICATION: The provider reserves the right to verify the credit of all persons or companies applying for services.

NO SUBLICENSE OR THIRD-PARTY USE: You may use your Provider account for transactions for your direct use. Provider does not grant the right to sublicense, resell, offer, or utilize any Provider products or services such that Provider products or services are stored, loaded, installed, combined, integrated, or displayed as part of a product or software offering (including as part of an application programming interface) of yours to other third-party products and services. Provider does not allow you to sublicense, resell, offer, or utilize Provider products or services to third parties (including customers of yours). If Provider determines, in its sole and absolute discretion, that you have violated the foregoing limitations, Provider reserves the right to immediately suspend or terminate your service/account (without notice).

ORDER ACCEPTANCE/REJECTION: Provider reserves the right at any time after receipt of an order for products or services to accept or decline the order for any reason.

RELOCATION: You agree to provide updated address information to the Provider in the event of relocation.

RISK OF LOSS: The risk of loss and title for non-postage products purchased from the Provider passes to you upon our delivery of the purchase to our common carrier for delivery.

SALES AND VALUE ADDED TAXES: Tax is not collectible on the purchase of postage. If required by applicable law, sales/value-added tax (VAT) is charged/collected on non-postage purchases. You are responsible for the payment of all sales, use, VAT, or other taxes owed on products or taxable

items utilized regardless of whether such taxes are collected by the Provider at the time of purchase.

SEVERABILITY: If any provision of these Terms is held to be invalid or unenforceable, such provision will be deemed to be restated to reflect as nearly as possible the original intention by applicable law, and the remainder of the Terms will remain in full force and effect. These Terms constitute the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms will be effective only if in writing and signed by the Provider. The failure to enforce any right under these Terms shall not be a waiver of the provision or the right to enforce it at a later time.

THIRD PARTY TERMS AND CONDITIONS: You are responsible for following the terms and conditions of all carriers and partners accessed through the Site. Please visit each individual website to obtain and review their terms and conditions and privacy policies. Use of carrier or partner services via the Provider platform is at your own risk. The provider is not responsible for your use of such services. Your use of carrier or partner services is as a direct customer of the specific carrier or partner of your choosing and you agree to be bound by the terms and conditions and/or privacy policies of that carrier or partner for the use of services, including the payment of any fees associated and a carrier's right to open, inspect and assess your package before and after collection.

SITE MISTAKES: Although we make reasonable efforts to provide accurate pricing information and product descriptions, pricing mistakes, typographical errors or mistakes regarding product availability may occur. We reserve the right to correct such mistakes and errors.

VIOLATIONS OF LAW: Provider services may not be used in violation of any law or in any way that interferes unreasonably with others' use of the services.

APPENDIX A – Additional Terms Related to Ship 24 Carrier Services

Appendix A to the Ship 24 Terms of Service ("Terms") is applicable for all Ship 24 Carrier Services users. If there is a conflict between the Terms and Appendix A, the terms of Appendix A shall control. All defined terms not herein defined are defined in Terms.

Ship 24 Carrier Services will allow you to maintain an account balance with Provider, such that payment for various carriers and services can be made by Provider on your behalf, using rates provided to Provider by the carriers or partners of Provider. You hereby authorize Provider to maintain a carrier account for you that will only be valid on the Ship 24 Carrier Services platform and will not be portable or transferable outside Ship 24 Carrier Services, unless allowed by Provider and the individual carrier, at their sole discretion. Before accessing each carrier through Ship 24 Carrier Services, you must accept any terms and conditions required by such carrier for their services. You are not required to accept accounts from each carrier offered by Ship 24 Carrier Services, as you will be able to opt out of any carriers that you do not intend to use, or for which you have a pre-existing relationship. You may not use your own account number, not created through a relationship with Provider, within Ship 24 Carrier Services and instead must use the standard Provider platform for that carrier account. Notwithstanding anything in this Appendix, A to the contrary, all applicable carrier rules and terms shall be applicable for the services provided and Provider accepts no liability or responsibility for the failure of delivery or failure of the services of any carrier.

1. PROVIDER ACCOUNTS

You must pay for any variable transactional fees including, among other things, mailing, shipping, duties and fees, and package insurance purchased in addition to the Provider's service fee. To use Provider accounts for any mailing and shipping services, you must pre-fund your Provider account in an amount equal to or greater than the mailing or shipping service to be purchased. All purchases, debits, and adjustments will be reflected in your Provider account balance. Please note that your Provider account is managed by Provider, through its parent company, and although our records will account for the amounts that you have posted, the funds are maintained in a pooled account. In the event of any losses, failure or other insolvency of the bank used, Provider may be afforded DIAC insurance on the account, (individual account holders are not entitled to such insurance) and Provider may then allocate any insurance proceeds for all account holders; however, you may not be entitled to receive a refund of all amounts posted with Provider. In the event of any failure or insolvency of Provider, because the amounts held in your Provider account are not insured, they may not be fully refunded.

Provider accounts will be used to fund purchases by users of Ship 24 Carrier Services as well as shipping charges from other carriers. A portion of Provider user account balances are linked to virtual postage meters authorized by the

UAE. Post Service through our relationship with our parent company, Ship24 Technologies LLC.

Virtual postage meters permit the printing of PC postage; absent such meters, the Provider could not provide the services it offers. In certain instances, a virtual postage meter may be set up on your behalf and exclusively used to hold your account funds and purchase postage on your behalf (a “personal virtual postage meter”). In other instances, multiple Provider account holders will be aggregated in a group of virtual postage meters, which may be opened and owned in the name of the Provider or one of its business partners (an “aggregate virtual postage meter”). When you pre-fund your account to conduct mailing and shipping transactions, the funds you provide will be processed by the Provider and either (i) deposited in its general account and reflected in your account balance or (ii) funded directly to the UAEPS and reflected in your account balance. Your account balance may be utilized for any service provided by Ship 24 Carrier Services, including shipping with multiple carriers, insurance, and your recurring service fee. Purchases made through the Provider store for supplies may be billed to your main user account or a new account specifically for Store purchases may be required, at Provider’s discretion.

Provider, or business partners of Provider, will separately deposit funds to the virtual postage meter which is related to your Provider user account balance, as needed based on your mailing and shipping requests and the requests of other accounts assigned to that same aggregate virtual postage meter. As long as you have deposited sufficient funds into the account, the Provider or its business partner will ensure that sufficient funds are deposited, with the aggregate virtual postage meter for you to print all of the postage and other transactions that you may request based on your Provider account balance. Please note that the Provider may also apply your payment for increases to your Provider account balance directly to the applicable virtual postage meter (personal or aggregate) or into the Provider’s general account. Such application of funds will not convert the aggregate virtual postage meter to which you are assigned into a personal virtual postage meter. Provider shall have complete and absolute discretion in deciding whether to assign you to a personal or aggregated virtual postage meter, whether to open a new virtual postage meter or use an existing one, whether to open the virtual postage meter in your name or to assign you to an existing aggregate virtual postage meter, and under whose name the virtual postage meter will be activated or maintained. Provider, moreover, may move your account from one virtual

postage meter to another (whether personal or aggregate), with these variables, from time to time or at any time.

You acknowledge and agree that all mailing and shipping transaction pricing through a Provider user account is controlled by the Provider. Provider business partners, including mailing and shipping carriers, consolidators, resellers, and wholesalers, among others, provide certain rates that may be made available through Ship 24 Carrier Services by the Provider in its sole and absolute discretion.

We do not always provide the lowest rates that may be available for your transaction, as rates are dependent on the service you choose and a variety of factors driven by your actions in using our software and by decisions from Provider and other business partners of Provider. You agree to the rate provided and displayed at the time of the transaction, as that amount may fluctuate. No refunds shall apply to transactions that could have been obtained at a less expensive rate unless the transaction qualifies for a refund as provided for elsewhere in our terms.

In addition, you agree to not offer, sell, or allow the use of the rates provided to you through Ship 24 Carrier Services, or shipping labels created using the rates provided to you through Ship 24 Carrier Services, to any other entity or party.

2. ACCOUNT FUNDING

To use your account for mailing and shipping transactions and other extra services, you must pre-fund your Provider user account in an amount equal to or greater than the funds needed for your recurring service fee and the mailing or shipping transaction to be purchased. All purchases and debits will be reflected in your Provider user account once the transaction clears. Clearance times vary by financial institution. You are allowed to print or create labels up to the amount of pre-funding in your account, as long as all service fees have been paid. As a Ship 24 Carrier Services user, you will also be charged a preset amount each time the balance available in the Ship 24 Carrier Services is not sufficient to pay for the transaction you request. The minimum preset amount is \$10 and the maximum is \$500. Higher auto pre-funding amounts may be set within the Provider Site. If any service fee payment cannot be completed successfully, your account will be suspended until payment is made. You will be notified that your service has been temporarily suspended until all past balances have been paid. You may re-load your account as often as you like so long as you do not exceed the maximum balance on your

account. Auto-funding of your account may also be permitted. The minimum purchase (to fund your account) and the maximum purchase, if any, varies by service program.

If your account balance becomes negative, you authorize the Provider to automatically charge your payment method or seek reimbursement so that the account balance is no longer a negative number (to cover previously selected mailing and shipping transactions or other requested purchases with the Provider). This charge may apply whether you are a current, active, Provider customer, or whether you have already canceled your account.

3. COST ADJUSTMENT TRANSACTIONS

If you conduct a transaction with Ship 24 Carrier Services that is paid only when the label is used or if it is determined by Provider or a carrier partner of Provider that a mailing or shipping transaction did not contain sufficient funds (for example, not enough postage to cover a UAEPS shipment due to an underreporting of weight at time of print), Provider may automatically deduct the amount for the unpaid or short-paid transaction from your account balance. Provider also has the right, in its sole discretion, to make adjustments for surcharges, duties, and fees determined by the carriers or the country shipped to. You will be able to review these adjustments in your account history and reports. If one or more of these payments cannot be collected from your account due to a lack of available funds, at our complete discretion, we may either, (i) charge the method of payment on file for the shortfall or (ii) your account may be suspended until you fund your account to cover all outstanding payments.

4. USER REFUNDS FOR UNUSED OR MISPRINTED TRANSACTIONS; DESTRUCTION OF UNUSED OR MISPRINTED TRANSACTIONS

You may request a refund for mailing and shipping unused transactions through Ship 24 Carrier Services, subject to the following rules and limitations, for any unused or misprinted items:

AUTHORIZED USER REQUEST: You acknowledge and agree that Provider and/or its authorized partners, to the extent necessary by any carrier service, are appointed to act on your behalf to request and obtain refunds. In addition to the Provider's refund requirements outlined in this agreement, refund requests are further subject to the rules and requirements of the Provider's third-party carrier services, including the UAEPS. Provider makes no guarantee that a refund will be made.

UNUSED OR MISPRINTED USPS POSTAGE: Unused and/or misprinted UAEPS mailing and shipping labels or “postage” shall be defined as an envelope, label, plain paper, label stock containing carrier-compliant labels, or electronic image files, with full, intact indicium which is scan-able and unused. Postage handled and/or returned to sender shall not be considered valid unused and/or misprinted postage.

UNUSED OR MISPRINTED CARRIER LABELS: Unused and/or misprinted pre-paid carrier shipping labels shall be defined as an envelope, label, plain paper containing carrier-compliant labels, or electronic image files, with full, intact indicium which is scan-able and unused. Labels handled and/or returned to the sender shall not be considered a valid unused and/or misprinted label.

TIME LIMIT: You must complete the refund request within the time limit required by each carrier. Please see each carrier’s terms and conditions on their website for additional information. If you have any questions, please email support@ship24.io or see www.ship24.io for additional information.

>For UAEPS and DHL Pre-paid labels, you must complete the refund request within thirty (30) days of generating the mailing or shipping label.

ACTIVE ACCOUNT REQUIRED: Your account must be active and in good standing to request a refund at the time the refund is to be credited to your account, for the refund to be processed, and for your account to be credited.

REFUND PROCESS: Please visit our [refund page](#) to learn how to submit your refund request. You must follow all of the steps listed and provide all of the required information to initiate and complete your refund request, including the return or destruction, if required, of the printed or misprinted but unused mailing and shipping labels. Incomplete requests will not be processed.

REFUND REJECTIONS: You take the risk of the carrier partner improperly rejecting a refund request. Provider will not refund the transaction unless the relevant carrier partner approves the refund.

REIMBURSEMENT OF PROVIDER ACCOUNT: If a refund request is properly initiated by you within the timeframe required under Provider and carrier requirements, your account is active and in good standing, and the relevant carrier approves the refund, Provider will credit your account for the full value of the transaction to be refunded, as approved by the carrier. Refund

processing times may vary. If you have an outstanding balance in any amount (including but not limited to unpaid service fees or unpaid termination fees) you may not receive any reimbursement credit until your account is brought current. In addition, the Provider may, in its sole and absolute discretion, deduct such unpaid fees from any refund otherwise due.

AUTOMATED REFUND REQUESTS: If your account is eligible and approved for automated refund request processing, the Provider will identify labels that may be potentially eligible for refunds, submit refund requests on your behalf, and update your account balance once processed refunds are received. Provider shall charge a fee for all processed automated refunds that may be deducted directly from the total refunded amount. If you wish to avoid this fee, you must initiate the refund request directly within the time limits set by the Provider and the relevant carrier or service provider.

Potentially eligible labels will be limited to labels that include any form of shipping label tracking codes or other identifying characteristics that are scanned and generated by Provider, subject to modification at any time at Provider's sole discretion. You hereby authorize Provider as your agent in fact to submit automated refund requests on your behalf to carriers for any labels identified as being potentially eligible for refunds without further instruction from you and agree to cooperate in submitting the refund request and to take all steps necessary to perfect the refund request that may be reasonably requested of you. You hereby release Provider from any responsibility, any liability, or any causes of action arising out of or related to improper refund requests submitted by Provider on your behalf, including but not limited to refund eligible labels that were not identified or refund requests that were denied upon submission. It remains your sole responsibility to identify any labels that have not been automatically identified and submitted on your behalf by the Provider. For instance, it may not be possible for the Provider to determine if a label is eligible for a refund due to missing the appropriate service level. Provider will use reasonable efforts to assist in each refund process, at the direction of the user.

DESTRUCTION OF UNUSED OR MISPRINTED USPS POSTAGE: All transactions printed through the Provider with a designated mailing date expiry after that date, will be eligible for participation in the auto-refund program (for instance UAEPS transactions expire under the Code of Federal Regulations). UAEPS misprinted or unused labels must be destroyed or returned to the UAEPS, as provided in the Domestic Mail Manual (see Section 11), regardless of whether a refund is requested.

5. PAY-ON-USE SHIPPING LABELS:

Provider's Pay-on-Use shipping label feature, hereafter referred to as "Pay-on-Use" is a program offered to qualified Provider users. This program enables such qualified Provider users to print service shipping labels (either outbound or returns) for which shipping charges are paid when the label is scanned by the carrier in the mail stream (known as Pay-on-Use), rather than at the time the label is printed (known as pre-paid).

Payments: Provider will automatically debit the applicable account balance for shipping charges and any applicable transaction fees for any Pay-On-Use label that is scanned by the carrier in the mail stream. Because rates can vary over time, you hereby agree that the shipping charges debited from your account balance may be calculated based on the customer rate at the time the label is scanned by the carrier in the mail stream, not at the time the label is printed. In addition to shipping charges and other applicable account fees, the Provider reserves the right to charge additional fees for participation in the Pay-On-Use Program. You are responsible for paying for any Pay-On-Use label that is scanned before the applicable label's expiration date (expiration dates vary by carrier).

Restrictions: Pay-on-Use labels designated as return labels shall not be used as original outbound shipping labels. Pay-On-Use labels are not eligible for refunds. If you participate in the Pay-On-Use program, you may be required to maintain a balance sufficient to cover the cost of the Pay-On-Use labels. Your access to the Pay-On-Use program may be disabled immediately if the Provider determines, in its sole discretion, that your account is delinquent or that you are misusing the Pay-On-Use program.

Termination: Even after your account is terminated (by you or the Provider), you must still pay for any Pay-On-Use labels that are scanned before the labels' expiration dates.

6. POSTAL POSTAGE ACCOUNT REQUIREMENTS

As noted elsewhere in these Terms, your ability to print UAEPS postage in Ship 24 Carrier Services is facilitated by the Provider's parent company, Ship24 Technologies LLC, an authorized PC Postage provider. Therefore, as a result of accepting these Terms, you are also entering into an Agreement with the UAEPS by the Domestic Mail Manual (DMM) 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage

Evidencing Systems or “PES”). You accept responsibility for control and use of your account and the PES printed therefrom.

You acknowledge that you have read the Domestic Mail Manual 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems), and agree to abide by all rules and regulations governing its use and all other applicable rules, regulations, and instructions of the UAEPS. You represent and warrant to Provider that you are using the Ship 24 Carrier Services either as (i) an end-shipper to ship your packages or (ii) an asset-based third-party logistics provider to make shipping decisions and ship packages on behalf of your clients.

Failure to comply with the rules and regulations contained in the DMM or any other applicable rules, regulations, and instructions of the UAEPS or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this agreement. A written statement from the UAEPS that it no longer wishes to do business with you shall constitute sufficient evidence that you have not complied with all applicable rules, regulations, and instructions of the UAEPS and Provider shall have the right to suspend your access to Ship 24 Carrier Services.

You further acknowledge that any use of this PES that fraudulently deprives the UAEPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United Arab Emirates. The submission of a false, fictitious, or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

You further understand that the rules and regulations regarding the use of this PES as documented in the DMM may be updated from time to time by the UAEPS and you must remain up to date on the rules and regulations and comply with any current and future rules and regulations regarding its use.

7. CARRIER AND PARTNER TERMS

You agree to be bound by the terms and conditions of each carrier and partner accessed through the Provider platform and must accept such terms and conditions before using such carrier’s or partner’s services. Please note that each carrier and partner may change their terms and conditions within their sole discretion, and we strongly suggest that you visit each carrier’s and

partner's website regularly, to familiarize yourself with each company's terms and conditions, as well as any potential changes, before using each service.

SUPPLEMENTAL TERMS FOR ADDITIONAL SERVICES

In addition to the Ship 24 Terms of Service (as may be amended, the "Terms") applicable to the Site, Software, and Services generally, the following terms and conditions (these "Supplemental Terms") apply to your access to and use of the additional features and Services described in these Supplemental Terms (the "Additional Services"). By placing an order for an Additional Service; clicking to accept these Supplemental Terms; or using, enabling, or accessing an Additional Service, you agree to and consent to these Supplemental Terms, which shall become a part of the Terms. If there is a conflict between the Terms and these Supplemental Terms, these Supplemental Terms shall control your use of the applicable Additional Service. All defined terms not herein defined are defined in Terms.

If you do not agree to be bound by (or cannot comply with) these Supplemental Terms, you agree that your sole remedy is to cease using the applicable Additional Service. Your continued use of an Additional Service constitutes your agreement to be bound by these Supplemental Terms to such Additional Service, including any modifications, amendments, or supplements hereto.

1. GENERAL TERMS FOR ADDITIONAL SERVICES

1.1 License. Subject to these Supplemental Terms and the Terms, Provider grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the applicable Additional Service through your Ship 24 account.

1.2 Eligible Ship 24 Accounts. Access to and use of an Additional Service requires that you have an active and valid Ship 24 account. The provider may require you to upgrade the service plan for your Ship24 account to be eligible to access or use an Additional Service. "Free trial" or other promotional accounts are not eligible to access or use an Additional Service; if your Ship24 account is still in a "free trial" or promotional period, your Ship24 account will be converted automatically to the service plan outlined in your offer for the applicable Additional Service. By enabling, accessing, or using an Additional Service, you authorize Provider to upgrade or convert your Ship24

account to the service plan outlined in your offer for such Additional Service and you agree to the terms and conditions of such service plan, including the applicable recurring service fee, which will be billed following the Terms.

1.3 Termination. Provider reserves the right to terminate your access to an Additional Service at any time. You may terminate an Additional Service in the manner described in the terms for such Additional Service below. Termination of your underlying Ship24 account will automatically terminate your ability to access or use Additional Services. However, termination of an Additional Service by itself will not terminate your underlying Ship24 account or any other Services provided to you by the Provider, and in such case, you will continue to be billed, and will pay for, the Services (other than the terminated Additional Service). Provisions of these Supplemental Terms which by their nature should survive termination or expiration to be given full effect, will survive such termination or expiration of these Supplemental Terms. Following any termination or expiration of an Additional Service, the Provider may maintain certain account settings and information for some time in the event of re-activation. The period Provider maintains such information shall be at the sole discretion of Provider.

1.4 Consents. You represent, warrant, and covenant to Provider that you own or otherwise have and will continue to have any necessary rights and consents in and relating to any data processed or transmitted through an Additional Service (including any data received from or shared with third parties through an Additional Service) so that your use of such Additional Service does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, privacy rights, or other rights of any third party or violate any applicable laws.

1.5 Modifications. Provider may modify any Additional Service, its available features and functionality, or any part thereof for any reason, without notice and at any time. Your use of an Additional Service is at your sole risk. You acknowledge that your purchase of an Additional Service is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by the Provider regarding future functionality or features.

2. DROPSHIP MANAGER

2.1 Overview. The Dropship Manager Service allows a user (a “Dropship Manager”) to aggregate orders in its Ship24 account (the “Dropship Manager Account”); invite vendors, partners, and other third parties (“Vendors”) to

connect their Ship24 accounts (“Vendor Accounts”) with the Dropship Manager Account; and delegate orders to Vendors to fulfill and ship using their connected Vendor Accounts. In addition to the Terms and Section 1 of the Supplemental Terms, the following terms apply to all Dropship Managers’ and Vendors’ access to and use of the Dropship Manager Service.

2.2 Connecting / Disconnecting Vendor Accounts. To connect a Dropship Manager Account to a Vendor Account, the Vendor must have an active and valid Ship24 account. If a Dropship Manager or Vendor wants to disconnect a Vendor Account from a Dropship Manager Account, the Dropship Manager is responsible for ensuring that the Vendor’s connection to the Dropship Manager Account is terminated and that orders are no longer delegated to such Vendor. Provider will not be liable for any failure to terminate a Vendor’s connection to a Dropship Manager Account or any orders incorrectly delegated to a Vendor. A Dropship Manager’s termination of the Dropship Manager Service will also terminate any connected Vendor’s ability to access and use the Dropship Manager Service, but will not terminate the underlying Vendor Account.

2.3 Shipping, Postage, and Other Variable Costs. A Vendor must use the Vendor’s own carrier account(s) or Ship24 Carrier Services account(s) for postage and shipping costs. Notwithstanding the foregoing, regardless of any agreement between you and a Dropship Manager, Vendor, or another third party, as between you and the Provider, you are responsible for any unpaid variable or transactional costs for all shipments and orders processed through your Dropship Manager Account or Vendor Account (as applicable), including but not limited to postage, delivery and shipping costs, duties and fees, package insurance, fees for private carriers, or other special services selected.

2.4 Provider’s Rights. Provider holds the sole right to negotiate, create, and/or execute agreements with Dropship Managers, Vendors, or other third parties at any time for the use of Provider’s products and services. You acknowledge and agree that Provider may amend, supplement, or otherwise modify such other agreements at any time and from time to time and such amendments, supplements, or modifications shall not affect your obligations hereunder. The availability of and prices for services and products offered by Provider may vary from time to time, and Provider reserves the absolute right to modify any of its services, pricing, rules, and policies at any time in its sole discretion.

2.5 LIMITATION OF LIABILITY; Indemnification. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER WILL NOT BE LIABLE

FOR ANY DAMAGES OF ANY KIND ARISING FROM THE ACTIONS OR OMISSIONS OF ANY VENDOR (INCLUDING ANY FAILURE TO FULFILL AN ORDER) OR ANY DROPSHIP MANAGER (INCLUDING ANY INCORRECTLY DELEGATED ORDERS), ANY NEGLIGENCE OR MISCONDUCT OF A VENDOR OR A DROPSHIP MANAGER, OR THE BUSINESS RELATIONSHIP BETWEEN ANY DROPSHIP MANAGER AND ANY VENDOR (INCLUDING ANY CONTRACT OR OTHER DISPUTES BETWEEN A DROPSHIP MANAGER AND A VENDOR). THESE LIMITATIONS ARE IN ADDITION TO, AND NOT IN PLACE OF, ANY LIMITATIONS OF LIABILITY IN THE TERMS.

Without limiting your indemnification obligations under the Terms, you agree to defend, indemnify, and hold harmless Provider, its officers, directors, employees, and agents, from and against any claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from any claim brought by a Dropship Manager, Vendor, or other third party against Provider relating to (i) any of your acts or omissions, including any actual or alleged negligence or willful misconduct by you, or (ii) your business relationship with a Dropship Manager or Vendor, such as contract disputes between you and such Dropship Manager or Vendor. Provider may, at its own expense, participate in the defense of any claim. This section will survive these Supplemental Terms and your use of the Dropship Manager Service.

2.6 Terms Applicable to Dropship Managers. The following terms apply to Dropship Managers only:

A. Dropship Manager Service Fees. In addition to the recurring service fee for your Ship24 account, you will pay the following fees to access and use the Dropship Manager Service:

- A recurring service fee for the Dropship Manager Service, which will be based on the plan presented to you and agreed to by you during your registration for the Dropship Manager Service.
- A fee for each Shipment (the "Shipment Fee"), which will be based on the plan presented to you and agreed to by you during your registration for the Dropship Manager Service. A "Shipment" means any shipping label that is generated (including return labels), any external fulfillment (like FBA) processed, or any "Mark as Shipped" order processed, in each case, through your Dropship Manager Account or a connected Vendor Account. Reprinting a prior shipping label is not counted as an

additional Shipment, but re-shipping an order (i.e., generating a new label) shall be considered an additional Shipment.

B. Billing. Unless otherwise agreed with the Provider in writing, the recurring service fee for the Dropship Manager Service will be billed to you at the same time and will be payable in the same manner as, your recurring service fee for your Ship24 account. If you register for the Dropship Manager Service in the middle of a billing cycle for your Ship24 account (e.g., the billing cycle for your Ship24 account begins April 1st, and you register for the Dropship Manager Service on April 8th), the recurring service fee for the Dropship Manager Service will be prorated for that initial billing cycle. Unless otherwise agreed with Provider in writing, any other fees or amounts due hereunder (including Shipment Fees) will be calculated and billed every month in arrears; such other fees and amounts will be due upon invoice and may be automatically charged to the credit card on file with your account.

Each invoice will include all applicable taxes, duties, levies, excises, or tariffs of any kind that may arise in connection with the Dropship Manager Service (collectively "Taxes"). Taxes will be stated separately on the invoice. In case of termination, the Provider may invoice you for any amounts that have been incurred up to the date of termination but not yet invoiced. Payment is deemed to be made on the date payment is received. In the event of late payment, access to the Dropship Manager Service may be suspended or terminated. All payments are non-refundable.

C. Term; Termination. Unless otherwise agreed with Provider in writing, the term of the Dropship Manager Service will be as outlined in the plan presented to you and agreed to by you during your registration for the Dropship Manager Service (except the initial billing cycle, which may be prorated as described above), and will automatically renew for additional periods equal in length to the term, unless and until terminated by you or Provider. If you cancel the Dropship Manager Service in the middle of a billing cycle, you will not be refunded any recurring service fees and the Dropship Manager Service will remain available for usage for the remainder of the billing cycle. You may terminate the Dropship Manager Service at any time by 1) contacting Customer Support or 2) emailing fulfillment@ship24.io. You may be asked to verify your account information and confirm your intent to cancel your access to the Dropship Manager Service.

3. SHIPSTATION 3PL FEATURE

3.1 Overview. The Ship24 3PL feature allows a user (a “3PL Provider”) to invite clients, customers, and other third parties (“Clients”) to connect their Ship24 accounts (“Client Accounts”) to the 3PL Provider’s Ship24 account (the “3PL Provider Account”); import orders that have been delegated to it for fulfillment from connected Client Accounts into the 3PL Provider Account; and fulfill and ship those orders from the 3PL Provider Account. In addition to the Terms and Section 1 of the Supplemental Terms, the following terms apply to all 3PL Providers’ and Clients’ access to and use of the Ship24 3PL feature.

3.2 Connecting / Disconnecting Client Accounts. To connect a Client Account to a 3PL Provider Account, the Client must have an active and valid Ship24 account. If a 3PL Provider or Client wants to disconnect a 3PL Provider Account from a Client Account, the 3PL Provider is responsible for ensuring the Client’s connection is terminated. Provider will not be liable for any failure to terminate a Client’s connection to a 3PL Provider Account. A 3PL Provider’s termination of the Ship24 3PL feature will also terminate any connected Client’s ability to access and use the Ship24 3PL feature, but will not terminate the underlying Client Account.

3.3 Shipping, Postage, and Other Variable Costs. If you are a Client and do not want a 3PL Provider to use your carrier account(s) or Ship24 Carrier Services account(s), do not grant the 3PL Provider access to those accounts. Notwithstanding the foregoing, regardless of any agreement between you and a 3PL Provider, Client, or another third party, as between you and Provider, you are responsible for any unpaid variable or transactional costs for all shipments and orders processed through your 3PL Provider Account or Client Account (as applicable), including but not limited to postage, delivery and shipping costs, duties and fees, package insurance, fees for private carriers, or other special services selected.

3.4 Provider’s Rights. Provider holds the sole right to negotiate, create, and/or execute agreements with other 3PL Providers, Clients, or other third parties at any time for the use of Provider’s products and services. You acknowledge and agree that Provider may amend, supplement, or otherwise modify such other agreements at any time and from time to time and such amendments, supplements, or modifications shall not affect your obligations hereunder. The availability of and prices for services and products offered by Provider may vary from time to time, and Provider reserves the absolute right to modify any of its services, pricing, rules, and policies at any time in its sole discretion.

3.5 LIMITATION OF LIABILITY; Indemnification. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER WILL NOT BE LIABLE

FOR ANY DAMAGES OF ANY KIND ARISING FROM THE ACTIONS OR OMISSIONS OF ANY 3PL PROVIDER (INCLUDING ANY FAILURE TO FULFILL AN ORDER) OR ANY CLIENT (INCLUDING ANY INCORRECTLY DELEGATED ORDERS), ANY NEGLIGENCE OR MISCONDUCT OF A 3PL PROVIDER OR A CLIENT, OR THE BUSINESS RELATIONSHIP BETWEEN ANY 3PL PROVIDER AND ANY CLIENT (INCLUDING ANY CONTRACT OR OTHER DISPUTES BETWEEN A 3PL PROVIDER AND A CLIENT). THESE LIMITATIONS ARE IN ADDITION TO, AND NOT IN PLACE OF, ANY LIMITATIONS OF LIABILITY IN THE TERMS. Without limiting your indemnification obligations under the Terms, you agree to defend, indemnify, and hold harmless Provider, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from any claim brought by a 3PL Provider, Client or other third party against Provider relating to (i) any of your acts or omissions, including any actual or alleged negligence or willful misconduct by you, or (ii) your business relationship with a 3PL Provider or Client, such as contract disputes between you and such 3PL Provider or Client. Provider may, at its own expense, participate in the defense of any claim. This section will survive these Supplemental Terms and your use of the Ship24 3PL feature.

3.6 Terms Applicable to 3PL Providers. The following terms apply to 3PL Providers only:

A Ship24 3PL Feature Fees. In addition to the recurring service fee for your Ship24 account, you will pay the following fees to access and use the Ship24 3PL feature:

- A recurring service fee for the Ship24 3PL feature, which will be based on the plan presented to you and agreed to by you during your registration for the Ship24 3PL feature.
- A fee for each Shipment (the "Shipment Fee"), which will be based on the plan presented to you and agreed to by you during your registration for the Ship24 3PL feature. A "Shipment" means any shipping label that is generated (including return labels), any external fulfillment (like FBA) processed, or any "Mark as Shipped" order processed, in each case, through your 3PL Provider Account or a connected Client Account. Reprinting a prior shipping label is not counted as an additional Shipment, but re-shipping an order (i.e., generating a new label) shall be considered an additional Shipment.

B. Billing. Unless otherwise agreed with the Provider in writing, the recurring service fee for the Ship24 3PL feature will be billed to you at the same time as and will be payable in the same manner as, your recurring service fee for your Ship24 account. If you register for the Ship24 3PL feature in the middle of a billing cycle for your Ship24 account (e.g., the billing cycle for your Ship24 account begins April 1st, and you register for the Ship24 3PL feature on April 8th), the recurring service fee for the Ship24 3PL feature will be prorated for that initial billing cycle. If you cancel the Ship24 3PL feature in the middle of a billing cycle, you will not be refunded any recurring service fees and the Ship24 3PL feature will remain available for usage for the remainder of the billing cycle. Unless otherwise agreed with Provider in writing, any other fees or amounts due hereunder (including Shipment Fees) will be calculated and billed every month in arrears; such other fees and amounts will be due upon invoice and may be automatically charged to the credit card on file with your account.

Each invoice will include all applicable taxes, duties, levies, excises, or tariffs of any kind that may arise in connection with the Ship24 3PL feature (collectively "Taxes"). Taxes will be stated separately on the invoice. In case of termination, the Provider may invoice you for any amounts that have been incurred up to the date of termination but not yet invoiced. Payment is deemed to be made on the date payment is received. In the event of late payment, access to the Ship24 3PL feature may be suspended or terminated. All payments are non-refundable.

C. Term; Termination. Unless otherwise agreed with Provider in writing, the terms of the Ship24 3PL feature will be as outlined in the plan presented to you and agreed to by you during your registration for the Ship24 3PL feature (except the initial billing cycle, which may be prorated as described above), and will automatically renew for additional periods equal in length to the term, unless and until terminated by you or Provider. You may terminate the Ship24 3PL feature at any time by 1) contacting Customer Support, 2) emailing fulfillment@ship24.io, or 3) initiating a request for cancellation within your Ship24 settings. You may be asked to verify your account.