

## **Terms and Conditions**

### **1. Agreement**

1.1. Please read these Terms and Conditions carefully. These Terms and Conditions constitute a legally binding agreement between you and ShipSavvy (“ShipSavvy”). By registering an account or sending or receiving a parcel with ShipSavvy (the “Services”), you agree to be bound by these Terms and Conditions. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and ShipSavvy with respect to this Website. Any alleged waiver of any breach of this Agreement shall not be deemed to be a waiver of any future breach. ShipSavvy may amend these terms and conditions from time to time, so we encourage you to review this page as continued use of the Site will indicate your acceptance of them.

These Terms and Conditions should be read together with our Privacy Policy. If you do not accept these Terms and Conditions, you must not access or use the Services. If you are dissatisfied with these Terms and Conditions or any other terms, conditions, rules, policies, guidelines or practices applicable to the Services, your sole and exclusive remedy is to discontinue access to and use of the Services.

### **2. Requirements of Use**

2.1. You must be at least eighteen (18) years of age to use our Services; and by doing so you warrant and represent to us that you are at least eighteen (18) years old.

2.2. To access our services, you must open an account with us. You are responsible for maintaining confidentiality of your account, username and password information. You are solely responsible for all activities that occur under your account, ShipSavvy is not responsible for any unauthorised transactions made through your account.

2.3 You agree to provide ShipSavvy with the most current and accurate contact information including business name, personal name, business or home address, telephone number(s), email address and contact information for any other person authorized to ship and receive packages on your behalf. This information can be updated in your account at any time. Any misrepresentation of information provided may be subject to suspension or cancellation of your account with or without notice.

2.4 To use our services, you must register at least one valid credit card on file. You are also required to ensure there is always a valid credit card on file. ShipSavvy reserves the right to charge the credit card on file automatically for any outstanding balances, adjustments, customs fees, fines and penalties as outlined in this agreement.

2.5 To use our service, you must have a valid business registration number.

2.6 Activation of your account or use of the ShipSavvy services will represent your acceptance of these Terms and Conditions and User Agreement.

2.7 If you are accessing and using an account on behalf of someone else, you represent that you have the authority to bind that person as principal to these Terms and Conditions and all other applicable Policies and Agreements. We reserve the right to change, modify or otherwise alter these Terms and Conditions at our sole discretion at any time with or without notice. It is your responsibility to review these Terms and Conditions periodically as continued use of the ShipSavvy services will constitute your acceptance of any revised Terms and Conditions.

2.8 By opening a ShipSavvy account you represent and warrant that the information provided is true and correct, and that you shall abide by all applicable local, provincial and foreign laws, treaties and regulations in connection with use of your account or the Services, including those related to data privacy, international communications, international postage and the transmission of technical or personal information. You are solely responsible for complying with all known applicable export and import control laws and regulations and such other applicable laws or regulations in the order and receipt of merchandise and mail under the terms of this Agreement. You agree to indemnify ShipSavvy for any loss, damage or claim that is made against or suffered by ShipSavvy arising from a breach of this term.

2.9 You acknowledge that providing false or misleading declarations to Border Customs including missing supporting documents, providing false supporting documents/invoices, misdeclaring items, attempting to ship prohibited items or restricted carrier items may result in fines, penalties, and legal action. ShipSavvy has the full right to refuse the transferring of any goods that are misdeclared or without proper declaration, and in addition, has the right to charge penalty fees to recoup any penalties and fines applied by customs as well as time spent dealing with such issues. In addition, Member accounts will be immediately suspended or canceled in the event that ShipSavvy suspects misuse and/or dishonesty by the Member, which includes providing incorrect values, providing inaccurate information, false invoices and receipts.

2.10 You are responsible for reviewing, understanding and complying with Canada Border Services Agency (CBSA) and U.S. Customs and Border Protection (ShipSavvy) rules and regulations regarding imported goods. You understand that the attempted import of any items that are prohibited from entry in the destination country will not be delivered to their destination and will result in fees, penalties and fines.

2.11 ShipSavvy retains the right to close an account anytime for any purpose whatsoever.

### **3. Our Services**

3.1. ShipSavvy facilitates the booking and delivery of parcels. ShipSavvy provides its services in accordance with Canadian and US laws. ShipSavvy is not a common carrier, and we do not

accept any liability as a common carrier. ShipSavvy may change the services or refuse to provide services at its discretion.

3.2 ShipSavvy Services consists of acting as an agent of the Member for consolidation and export purposes by receiving the Member's package(s), which will be sorted, packed, and consolidated. At the Member's direction, ShipSavvy arranges for export to a ShipSavvy service address or a Member's specified local address. These services may be provided directly by ShipSavvy or by an unaffiliated service provider, which can act as the freight forwarder and/or carrier for the shipment. Members are responsible for all import obligations in the country to which all mail and packages will be sent. Members also authorize ShipSavvy to be its agent to authorize an unaffiliated broker to conduct customs clearance and entry, if required, to certify freight forwarder and/or carriers as the consignee solely for the purpose of designating a customs broker to perform customs clearance and entry.

3.3 To use our services to import goods to Canada, you must have a valid import number and be registered on the CBSA CARM portal. You will be required to provide this information when registering for the Import Services on the ShipSavvy portal. Upon providing this information, you will receive a Designation of Authority request from our Customs Broker "William L. Rutherford Limited 892673971". You must approve this request. The Import Services will not be activated until these steps are completed.

3.4 ShipSavvy will provide Customs Duty and Tax estimates based on your declared description and value of the goods being imported. The actual Customs and Duty charged will be determined by CBSA and charged to your account on the CARM portal. You are responsible for understanding and adhering to your obligations as outlined by CBSA on the CARM portal and ensuring that your account is up-to-date and in good standing. ShipSavvy is not affiliated with CBSA and will not be responsible for any discrepancies in Customs Duty and Tax estimates between the ShipSavvy estimates and the actual values charged to your account by CBSA on the CARM portal. ShipSavvy is not responsible for any other charges or penalties applied to your CARM account by CBSA.

3.5 ShipSavvy will transport your goods across the border and handle Customs Clearance on your behalf. You are responsible for understanding and adhering to all customs rules and regulations. You must accurately declare the goods being shipped across the border in description and value. Any misdeclaration is subject to the misdeclaration fees outlined in our fee schedule and repeat offences may result in the permanent suspension of your ShipSavvy account. ShipSavvy reserves the right to recoup fees associated with any delays crossing the border as a result of misdeclarations.

#### **4. Parcel Requirements**

4.1 ShipSavvy will only arrange delivery of parcels that respect the size and weight limits of the ShipSavvy services. We reserve the right to refuse to take goods for delivery that exceed our size and weight limits.

4.2 ShipSavvy also reserves the right, in our sole discretion, to refuse any package that, due to the nature or character of its contents, may soil, taint, or otherwise damage other shipments, or which is economically or operationally impractical to transport.

4.3 ShipSavvy will not accept possession of or deliver the following:

- Hazardous, dangerous, prohibited or illegal goods as outlined by Canada Border Services Agency (CBSA) and US Customs and Border Protection (CBP). These include, but are not limited to:
  - Arms / weapons (including dummy, non-firing, or museum replicas and ammunition)
  - Munitions of war
  - Knives or sharp objects
  - Living goods and perishables
  - Live animals, birds and insects (or their remains) and animal products (including furs and ivory)
  - Cigarettes or tobacco products
  - E-cigarettes and any of their components (vaping products)
  - Alcoholic beverages with an ABV of 0.6% or greater (except for alcohol-containing medicines and alcohol not intended as a beverage)
  - Marijuana (both medical and recreational), CBD, or hemp
  - Narcotics and controlled substances legally obtained
  - Medicine and prescription drugs
  - Nail polish
  - Perfumes
  - Airbags
  - Cash, bank bills, notes or currency (including coins, bonds, stocks or other negotiable securities)
  - Counterfeit goods
  - Gold or any other precious metals (costume jewellery doesn't count)
  - Human remains in any form
  - Plants, seeds, flowers, fruit and vegetables
  - Seafood, fish, meat and poultry (fresh or frozen)
  - Biological substances
  - Goods requiring special permits
  - Restricted products
  - Some batteries

Please review the full guidelines on the following websites:

- [Canadian border restricted and prohibited items](#)
- [Canada prohibited items](#)
- [US prohibited and restricted items](#)
- [US customs and Import restrictions](#)

- Shipments prohibited by law or that require us to obtain a local, state, or federal license for their transportation
- Shipments that may cause damage or delay to equipment, personnel, or other shipments

4.4 Any shipment that contains products regulated by the U.S. Food and Drug Administration must have written approval in the form of a Prior Notice. The Prior Notice must be appended to the outside of each parcel that requires such notice. The Prior Notice should list the exact details of the items contained in each parcel. ShipSavvy may at its discretion perform random checks and verify the contents within each box to validate the Member has complied with the FDA Policy and Procedures. ShipSavvy has the right to refuse to ship or confiscate any parcels that do not meet the necessary requirements.

4.5 ShipSavvy has the right to open and inspect parcels at any time, without notice to the sender or recipient, to determine the nature, condition, ownership or destination of the contents.

4.6 ShipSavvy also has the right to do anything deemed appropriate in its sole discretion, if we think a parcel contains goods that are listed in 4.3 above, or contains goods that have not been properly described, declared or that may become dangerous. This includes the right to destroy or dispose of the goods or contact any relevant authorities to do so. In this case, ShipSavvy has the right to charge the sender of the goods for any disposal costs.

4.7 ShipSavvy is not liable for the non-delivery of goods under this clause.

4.8 Any package that resides at any of our Canadian or U.S. Facilities beyond free storage period will incur fees as outlined in our fee schedule for 30 days after the free storage period. After this period, should the package remain unclaimed and/or outstanding storage fees remain unpaid, ShipSavvy will have full ownership of all unclaimed packages and will at its discretion discard, liquidate or act as we see fit without any notice or approval from you and the relevant fees will be auto charged to the credit card on file.

4.9 You acknowledge that the duties and taxes provided per package prior to entry into Canada are estimates based on the information you have entered in our system regarding the specific contents of each package. These values are not finalized and may be adjusted by the discretion of the Canadian or US Customs Authorities. ShipSavvy reserves the right to auto charge the credit card on file for any additional fees or adjustments. You agree that package(s) will not be released to you until all outstanding fees have been paid in full to ShipSavvy. Should there be any disagreement in the duties and taxes charged, it is your responsibility to bring this to the attention of Canadian or US Customs. ShipSavvy will have no involvement with settling duties and taxes disputes once the package(s) has cleared Customs.

4.10 Upon request, you will promptly provide adequate supporting documentation in the form of an invoice or receipt to confirm the declared value for your package to ShipSavvy and Canada

or US Customs. You fully understand that failure to provide supporting documents may result in ShipSavvy returning the package back to the sender with you paying additional processing and shipping fees, ShipSavvy disposing of the package or your forfeiture of the package ownership to ShipSavvy.

4.11 Special Handling Fees for packages that are not typical in nature will apply to package(s) that fall within these specifications. It is at the discretion of ShipSavvy to determine which package(s) require special handling and any applicable charges will be applied. You agree to pay in full the additional charges, along with any other outstanding fees owed to ShipSavvy. All fees can be found on the Fee Schedule at the end of this document.

4.12 ShipSavvy reserves the right to consolidate and repackage multiple orders into a combined package prior to mailing them to your preferred home or business address.

## **5. Sender Obligations**

5.1 The sender is responsible for ensuring that:

- The parcel is within the size requirements,
- The goods are properly packaged for transit given the nature of the goods and any notification is given with respect to special handling requirements,
- The goods are accurately described in content and value,
- The goods are not of the nature described in Section 4.3 above,
- All declarations made in relation to the goods are true and correct, and
- The delivery instructions displayed on the parcel are clear and correct.

5.2 The Sender warrants that they are the owner or have the authorisation of the owner of the goods and are authorised to send them.

5.3 Senders and recipients agree to indemnify and hold harmless ShipSavvy against any cost or liability incurred, paid by ShipSavvy in dealing with any claim against ShipSavvy for loss or damage to property, illness, injury or death that arises from:

- The contents of a parcel;
- Packaging and parcels over our maximum size and weight limitation;
- The insufficient, or improper packing, labelling or marking of a parcel;
- The sender or recipient's breach of these terms and conditions or any applicable laws and regulations;
- A negligent or unlawful act or omission, or wilful misconduct by the Sender, recipient or any person acting for them.

5.4 The indemnity contained in Section 5.3 above may be enforced without ShipSavvy suffering the actual loss or damage.

5.5 The Sender represents and warrants that it shall comply with all applicable customs, import, export, data protection laws, sanctions, embargoes and other laws and regulations.

5.6 The Sender acknowledges that loss or damage are insurable risks, obtaining insurance is the responsibility of the Sender and choosing not to do so is at the Sender's own risk.

## **6. Owner's Risk**

6.1 These items are deemed to be at owner's risk (that is, they are NOT covered by ShipSavvy):

- Irreplaceable items or items with a value exceeding \$100.00
- Legal documents
- Fine art
- Articles of high/unusual value
- Jewellery, gems, trinkets or personal ornaments like rings, necklaces, trinkets or other items containing jewels or precious metals or industrial diamonds
- Items longer than 3 metres for any shipment traveling by ground, or longer than 2.5 metres if traveling by air transportation
- Confectionery products, including potato chips, chocolate, pastries or baked goods
- Personal effects

6.2 If you choose to send these goods with ShipSavvy despite our warnings, you do so at your own risk and without liability to ShipSavvy. We strongly advise you to arrange coverage for loss or damage. It is the Sender's responsibility to obtain any necessary consents or pre-approvals prior to use of our Services.

## **7. Our Web-Based Portal**

7.1 ShipSavvy provides a number of services, such as quoting, booking and tracking, via its web-based portal (portal).

7.2 ShipSavvy is the owner of the portal however, we give you the right to use the portal for your own purposes, explicitly for sending your own parcels. No rights are granted to you under these Terms and Conditions or our Website User Agreement for use of the portal or our Services other than expressly set forth in these Terms and Conditions.

7.3 If you wish to use the portal for the purpose of sending parcels for other parties, you must first seek the permission of ShipSavvy to do so and adhere to any requirements set by ShipSavvy from time to time. You can seek this permission by contacting the ShipSavvy business team.

7.4 You are solely responsible for any data charges and similar fees associated with your use of the portal or our Services through a mobile device.

## **8. Delivery**

8.1 Depending on our network of delivery providers we may not deliver to PO Boxes, locked bags or parcel lockers and deliveries are not made on weekends or public holidays as they apply nationally and to each province.

8.2 We provide customers with an estimated date of delivery, however, these estimates are subject to change and are not guaranteed.

8.3 All parcels are tracked within ShipSavvy's network of delivery providers. A parcel may be forwarded outside of this network and ShipSavvy will cease receiving the tracking information.

8.4 ShipSavvy cannot guarantee package(s) will be scanned-in by the receiving carrier.

8.5 ShipSavvy will not be liable for any package(s) that are not scanned-in by the receiving carrier.

8.6 Parcels may be left unattended at the delivery address when marked "No Signature Required", "NSR" or when a signature request is not explicitly required. ShipSavvy holds no responsibility for goods left unattended at a delivery address when the parcel does not require a signature.

8.7 When choosing "NSR" the sender can select from a list of delivery instructions. These instructions may not be applicable or be ignored in some countries where postal providers are following different processes.

8.8 If a parcel has been returned to the depot and no instructions are provided by the receiver within 5 days the parcel may be returned to the sender at the discretion of the network provider.

8.9 In some cases, ShipSavvy may allow a parcel to be marked as 'Signature on Delivery'. Where a parcel is marked "signature on delivery", the delivery agent will require a signature to deliver the parcel. The signature is a record only of delivery to the address on the label, ShipSavvy is not responsible for ensuring delivery to a particular recipient at an address.

8.10 We rely upon the delivery details provided by the Sender, if an item is not accepted for delivery the parcel may be returned to the Sender.

## **9. Payment**

9.1 A valid credit card payment is required to be connected to your ShipSavvy account at the time of placing an order through the ShipSavvy website. ShipSavvy accepts payments through a third-party payment gateway. As set out in our Privacy Policy, ShipSavvy does not store any credit card details.



9.2 All services must be paid for in advance and at the time of order placement on the portal.

9.3 At times additional costs may apply due to taxes, duties or imports.

9.4 ShipSavvy reserves the right to charge an additional fee in the event that the booking weight or volume of your parcel is less than the measured weight or volume. This additional fee will be the difference in the cost of delivery between the booking weight or volume and the measured weight or volume. A service fee may also be charged in addition to the difference of the booking weight and the actual weight. All measurements by ShipSavvy and its delivery providers are final.

9.5 Additional fees, as outlined in the enclosed fee schedule may apply and will be auto charged to the credit card on file if applicable.

## **10. Cancellations or Changes**

10.1. Changes to delivery information can only be made prior to the parcel being collected.

10.2 If a change to the delivery address arises once the parcel is in transit, it cannot be cancelled, and a new delivery charge will apply.

10.3 An order can only be cancelled prior to collection; in which case a full refund will be provided. Orders cannot be cancelled once they have been collected.

## **11. Disclaimer and Limited Liability**

11.1 Without limiting the operation of applicable laws, ShipSavvy excludes all conditions, warranties, representations, terms, conditions, covenants and guarantees (express, implied or statutory) in connection with the Services.

11.2 Parcels sent using our Services are sent at your own risk. ShipSavvy excludes liability for any loss or damage that occurs during transit that is:

- Attributable to the misconduct of someone acting on your behalf,
- Ordinary wear and tear,
- Leakage from your Goods,
- Ordinary loss in weight or volume shrinkage,
- Ordinary leakage,
- Inappropriate packaging,
- Delay caused by an event outside of our control
- Mould, moths, insects, rats or vermin,
- Electrical or mechanical breakdown or malfunction unless there is visible external evidence of physical damage to the Parcel,
- Rust, oxidation or discolouration, or

- Caused by strikers, locked-out workers, people taking part in labour disturbances, riots or civil commotions.

#### 11.3 Claims for a lost or damaged package must:

1. Be filed within 30 days following the date the package was expected to arrive at the Member's U.S. address. ShipSavvy will require the package's tracking number to verify.
2. Have confirmation that the package was received by ShipSavvy in the form of a carrier signature or check-in process.
3. Be accompanied by a supporting document in the form of a receipt or invoice.
4. If applicable, have valid photographs of the damaged item. The photographs must be taken immediately upon receiving the package from ShipSavvy. ShipSavvy reserves the right to disqualify any photographs that are provided beyond a reasonable time frame.

All Mail orders are by default shipped with No Signature and No insurance.

The review process may take up to 8 weeks from the date filed to determine the eligibility of reimbursement. During this time, ShipSavvy will be investigating the point of which loss or damage may have occurred. No damage or loss will be assumed by ShipSavvy before the arrival of the package at any of our locations. In these specific cases, it is the responsibility of the Member to file a claim with the carrier that was assigned to deliver the package to ShipSavvy. ShipSavvy is also not liable for any loss or damage caused during the pre-packaging of any merchandise by the Member's supplier. The Member is responsible to follow up directly with their supplier regarding this matter. Should ShipSavvy be liable for the loss or damage, the liability will be limited to the lesser of either the declared value, proof of purchase price or ShipSavvy maximum \$100.00 CAD liability limit. Specific commodities, including televisions, computers, electronics, jewelry, furniture, and lighting have a maximum \$100.00 CAD liability limit in the case of loss or damage regardless of the declared value or insurance costs paid. This is your sole and exclusive remedy and liability for any lost packages. ShipSavvy holds the right to refuse to investigate claims that the Member fails to file within the given 30 day time limit and any such loss or damage claims will be released from ShipSavvy.

11.4 For clarity, Section 11.3 does not apply to goods that are lost while left unattended at the Sender's authorisation, or parcels containing contents considered prohibited by ShipSavvy or were sent at 'owner's risk'.

11.5 ShipSavvy is not liable to pay for any direct, indirect, economic, special or consequential loss or damage including but not limited to loss of sale, revenue, profit, production, business or claims made by you or made against you in relation to the Services, regardless of foreseeability.

11.6 Without limiting any rights at law, ShipSavvy and its directors, officers, employees, partners, suppliers and agents, and providers of any third-party services, liability for all claims, damages, losses, liabilities, costs and expenses (including legal fees and expenses) is limited to the cost of supplying the services again.

11.7 In some circumstances, applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all the above disclaimers, exclusions or limitations may not apply to you.

## **12. Shipping to the US**

12.1 Any packages shipped by the Member to any U.S. residential or business address must not exceed the total retail value of \$800.00 USD. For greater certainty, no single package shipped to a U.S. residential, or business address will exceed the total retail value of \$800.00 USD nor will the combined value of multiple packages shipped to a single U.S. residential or business address exceed the total retail value of \$800.00 USD. This regulation includes shipments with an International final destination that enter the United States.

12.2 Any packages shipped by the Member to a U.S. residential or business address shall be declared in retail value. For further clarity, wholesale values are not accepted as retail values. Retail value is the price the buyer paid for the goods or the value of the goods listed on the retailer website. This definition does not apply to wholesale. The value declared on wholesale shipments must reflect the retail value of the product had the buyer purchased them without the wholesale discount.

## **13. Shipping Gifts**

13.1 All gift(s) using ShipSavvy services by the Member for the purpose of sending package(s) to a friend or relative that lives in the U.S. will be subject to ShipSavvy processing and the required customs declaration before entry into the U.S. To classify as gift item(s), the package must not exceed the maximum retail value of \$100.00 USD. The Member may be requested to provide a sales invoice or receipt for the gift item(s).

13.2 Should the gift value(s) be incorrectly declared by the Member, ShipSavvy reserves the right to make the necessary corrections to the retail value on behalf of the Member based on the competitive retail pricing available at the time of inspection. Regardless if classified as "gift" items, all gift item(s) must be declared with a value and will still require inspection and verification by ShipSavvy and U.S Customs Authorities. All documents requested must be provided promptly to ShipSavvy in order to prepare the package for customs clearance. The Member fully understands that the repackaging of gifts to the original shipped condition are not the responsibility of ShipSavvy and U.S. Customs.

#### **14. Force Majeure**

14.1 Except for obligations to make payment, non-performance by any Party will be excused to the extent that performance is rendered impossible or impractical due to circumstances beyond the reasonable control of a Party, including by acts of God, lightning strike, earthquakes, floods, storms, explosions, fires and any natural disaster, pandemics, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution or governmental acts, orders or restrictions.

#### **15. Export Controls**

15.1 These Terms and Conditions are expressly made subject to any laws, regulations, orders or other restrictions on export from the United States of America (U.S.) or Canada of the Services, or any information about any of them, which may be imposed from time to time by the governments of the U.S. or Canada. You shall not export the Services, or any information about any of them without the prior written consent of ShipSavvy and compliance with such laws, regulations, orders and other restrictions. You represent and warrant that

(a) you are not located in a country that is subject to U.S. or Canadian government embargo, or that has been designated by the U.S. or Canadian government as a “terrorist supporting” country, and

(b) you are not listed on any U.S. or Canadian government list of prohibited or restricted parties.

#### **16. Governing Law**

16.1 If any provision of this Agreement is invalid under any law the provision will be deleted from the Agreement and the remaining provisions will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to any conflicts of law rules that might apply to the laws of any other jurisdiction, and the parties agree that any claim, dispute or controversy arising out of this Agreement will be heard in the courts of Ontario, except that, notwithstanding the foregoing:

(a) you agree that ShipSavvy shall be entitled to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms and Conditions, and

(b) you agree that ShipSavvy shall be entitled to seek and be awarded an order from a court of competent jurisdiction anywhere in the world for the purpose of recognising and enforcing any interim or final judgement, order, injunction, award or other relief granted or provided by the

courts of Ontario, and you hereby waive any defence you might then have to the granting of such an order.

## **17. Currency**

17.1 Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean Canadian dollars and all payments hereunder shall be made in Canadian dollars.

## **18. Injunction**

18.1 You acknowledge that any breach, threatened or actual, of these Terms and Conditions will cause irreparable harm to ShipSavvy, such harm would not be quantifiable in monetary damages, and ShipSavvy would not have an adequate remedy at law. You agree that ShipSavvy shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction anywhere in the world restraining any breach, threatened or actual, of your obligations under any provision of these Terms, and without the necessity of showing or proving any actual or threatened damage or harm, notwithstanding any rule of law or equity to the contrary. You hereby waive any requirement that ShipSavvy post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to ShipSavvy to enforce any provision of these Terms and Conditions.

## **19. Class Action Waiver**

19.1 Any proceedings to resolve or litigate any dispute, controversy or claim arising under, out of, in connection with, or related to:

(a) the Services, or

(b) these Terms and Conditions, or their subject matter, negotiation, performance, renewal, termination, interpretation, or formation,

will be conducted solely on an individual basis. Neither you nor ShipSavvy will seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.

## **20. Privacy Notice**

20.1 Personal information, such as your name, address, email address, telephone numbers, account, credit and other financial information that is not otherwise publicly available, that you

upload, submit, or provide ShipSavvy will be held, processed, transferred, retained and disclosed by ShipSavvy to third parties in accordance with these Terms and Conditions and ShipSavvy's Privacy Policy. In particular, ShipSavvy will hold, process, retain and transfer to the United States and Canada (where data protection laws may not be considered adequate compared to data protection laws applicable in your home country) to process your transaction, otherwise in accordance with ShipSavvy's legal and contractual obligations and may also be disclosed to governmental and regulatory bodies or the judiciary, including in response to subpoenas, law enforcement requests, court orders or legal process or to establish, exercise our legal rights or defend against legal claims or enquiries or investigations. At its discretion, ShipSavvy may share information with law enforcement or government officials for any reason under any legal or court order or obligation.

## SCHEDULE A: SHIPSAVVY FEE SCHEDULE

### Cross Border Transport Fees (US to CANADA)

Light (<1 lbs)(<0.45 kgs)	\$8.50/package
Regular (1 lbs to 10 lbs)(0.45 kgs to 4.54 kgs)	\$11.00/package
Large (10lbs to 30lbs)(4.54 kgs to 13.61 kgs)	\$17.00/package
Oversize (30lbs to 100lbs)(13.61 kgs to 45.36 kgs)	\$20.00/package + 0.5/lb beyond 30 lbs or 13.61 kgs

### Cross Border Transport Fees (CANADA to US)

<1 lbs (including letter)	\$0.60/package
1 to 4.99 lbs	\$0.90/package
5 to 9.99 lbs	\$1.50/package
10 to 19.99 lbs	\$3.60/package
20 to 29.99 lbs	\$6.00/package
30 to 39.99 lbs	\$9.60/package
40 to 49.99 lbs	\$12.00/package
50 to 69.99 lbs	\$16.80/package

### Skids Service

Standard	\$100.00 first skid
Oversize	\$150.00 first skid
Additional	\$40.00 / skid

### Volume Discounts

3 – 5 Packages	5% discount
6 – 9 Packages	10% discount
10+ Packages	15% discount

### US to Canada Returns Fees – Package Originally Shipped Through ShipSavvy

Light (< 1 lbs)(<0.45 kgs)	\$4.00/package
Regular (1 lbs to 10 lbs)(0.45 kgs to 4.54 kgs)	\$4.00/package
Large (10lbs to 30 lbs)(4.54 kgs to 13.61 kgs)	\$6.00/package
Oversize (30lbs to 100lbs)(13.61 kgs to 45.36 kgs)	\$8.00/package + 0.25/lb beyond 30 lbs or 13.61 kgs

## US to Canada Returns Fees – Package not Originally Shipped with ShipSavvy

Light (< 1 lbs)(<0.45 kgs)	\$6.00/package
Regular (1 lbs to 10 lbs)(0.45 kgs to 4.54 kgs)	\$8.00/package
Large (10lbs to 30 lbs)(4.54 kgs to 13.61 kgs)	\$12.00/package
Oversize (30lbs to 100lbs)(13.61 kgs to 45.36 kgs)	\$15.00/package + 0.5/lb beyond 30 lbs or 13.61 kgs

### Complementary Storage

Packages (any size)	15 business days
Skids (any size)	5 business days

### Storage Fees

Any size package	\$1.00/package/day
Any size skid	\$5.00/skid/day

### Additional Fees

Transaction Fee on Import Duties and Taxes	2.4%
Customs Category Entry Fees	\$2.00 per customs category after the first 2 per order
Size Handling Fee	\$15.00/package
Special Handling Fees (admin fees, package consolidation, reshipping services, etc.)	\$5.00/package
Package Discard Fees	\$5.00/package
Cancellation Fees	\$10.00/shipment
Hourly Rate	\$30.00/hour

### Misdeclaration Fees

1 <sup>st</sup> Offence	\$5.00/shipment
2 <sup>nd</sup> Offence	\$75.00/shipment
3 <sup>rd</sup> Offence	\$150.00/shipment
4 <sup>th</sup> Offence	\$300.00/shipment