

Couriers Terms of Use

Last Modified: Oct 1, 2022

PackageX. Inc., a Delaware corporation ("*PackageX*") requires you to accept these Terms of Use ("*Couriers Terms of Use*" or "*Terms*") if you want to download, install, access or use the PackageX Platform ("*Platform*") as a Courier via our website at www.packagex.io ("*Website*") and/or via any associated application or API ("*App*") in order to receive Delivery Services from, or perform Delivery Services for, other Users of the Platform. These Terms whether stated or otherwise referenced herein constitute a legal agreement between you and PackageX. By using or accessing the PackageX Platform in any manner, including downloading, installing or using any App, or receiving or performing any Delivery Services, you hereby expressly acknowledge and agree to be bound by these Terms, and any future amendments and additions to these Terms as published from time to time at our Website or on the App. Upon accessing or using the PackageX Platform, or receiving or performing Delivery Services you become a "*User*" of PackageX's Platform, as a "*Courier*" as further described herein.

These Terms expressly include the Courier Agreement which are incorporated into these Terms by this reference. These Agreements set forth the specific obligations you must agree to in order to use the Platform as a Courier and you agree to be bound by the applicable Agreement upon accepting these Terms.

You may only access the Platform using the Website, an App or other specifically authorized means. It is your responsibility to check to ensure you download the correct App for your mobile, tablet, computer or similar device ("*Device*"). PackageX is not liable if you do not have a compatible Device or if you have downloaded the wrong version of the App for your Device. PackageX reserves the right to deactivate your account and your ability to use our Platform if you access the Platform with the wrong version of the App or an incompatible or unauthorized Device.

PackageX reserves the right to modify the terms and conditions of these Terms or any of its policies relating to our Platform or the accessing of Delivery Services by our Users thereon at any time, effective upon posting of an updated version of the Terms on our website and/or on our App. You are responsible for regularly reviewing these places for any updates to the Terms. Use of our Platform after any updates to these Terms shall constitute your consent to all such changes made to the Terms in such update and your affirmation of your agreement to the updated Terms as a whole.

OUR SERVICES UNITE COURIERS AND SENDERS

Our Platform makes possible a connection between those individuals and/or businesses ("*Senders*") that want to contract with someone to pick-up, carry and/or deliver property and goods ("*Delivery Services*") and those individuals and/or businesses seeking to perform the Delivery Services ("*Couriers*"). The performance of Delivery Services by a Courier, the time period in which these Delivery Services are performed by a Courier, as well as the item(s) of personal property and goods being picked-up, carried and/or delivered by a Courier, are collectively referred to as a "*Job*". Couriers and Senders together are referred to as "*Users*" of our Platform.

Our Platform connects third party Couriers who want to deliver Jobs for third party Senders, and gives those Senders a way to find those Couriers and schedule their Jobs. Couriers are self-employed individuals and independent contractors who choose to perform Delivery Services for Senders posting Jobs on our Platform. At no time does PackageX control whether or when a Sender posts a particular Job,

or whether or when a Courier chooses to offer for a particular Job. Agreeing to perform Delivery Services for Senders through the PackageX Platform does not preclude a Courier from providing Delivery Services, or any other types of services, under another platform or for other persons simultaneously. PackageX is a logistics management platform and does not provide transportation services. We are not a transportation carrier. It is the Courier's sole decision whether to offer for and provide the delivery services requested by a Sender.

Our Platform enables connections between our Users to contract for Jobs; however PackageX has no control over and is not responsible for the performance, actions or inactions of any User, whether associated with the use of our Platform or the receiving or providing the Delivery Services via our Platform, in public, private, or offline interactions, or otherwise.

User Representations and Warranties

Every time any User access or use the Platform or receive or perform Delivery Services through the Platform, you expressly agree, represent and warrant that, **at the time of each such access or use:**

- You are legally entitled to and have the right, authority and capacity to enter into the agreements set forth in these Terms and to fulfill your obligations hereunder.
- Your use of the Platform is for your sole, personal use and you will not resell to a third party.
- You are at least 18 years of age or such older age as may be required in a State or other jurisdiction that restricts the ability to enter into agreements due to age. *If you are not the required age you must not use the Platform and you may not perform Delivery Services.*
- You will only create one User account.
- You will keep secure and confidential your User account password or any identification we provide you which allows access to our Platform.
- You will provide PackageX with such proof of identity we reasonably request and will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation (actively or by omission) with any person or entity, including Couriers must use a true facial picture (if required) in their profile when creating a PackageX account.
- You will not represent yourself to be an agent, subcontractor, representative, employee or affiliate of PackageX.
- You will only access and use the Platform and receive or perform Delivery Services for lawful purposes and in accordance with all applicable laws and regulations.
- You will not access or use the Platform, or receive or perform Delivery Services for shipping, sending or storing any unlawful material, for fraudulent purposes, for promoting or encouraging any illegal activity, or for committing or assisting in the commission of a
- You will keep in confidence and shall not disclose, or use for the benefit of others, any and all third parties' confidential, proprietary, or personally identifiable and/or personal health information of which you may become aware as a User, except as necessary to carry out and perform under these Terms.
- You will not collect or store any information about any other User. You will not access or use any information about any other User other than as allowed through the Platform and only as strictly needed during the performance of a Job.
- You will not contact any other User directly or outside of the Platform. You shall not contact another User directly once the Job is complete.
- You will not stalk, intimidate, threaten or otherwise harass or cause physical or mental distress to any third party, including other Users and PackageX staff and representatives.

- You will not copy, or distribute text, graphics, images, music, software, audio, video, information or other like materials related to our Website, Platform or App (“Content”) without written permission from PackageX.
- You will not access or use our Platform or receive or perform Delivery Services in any way that could cause nuisance, annoyance, and inconvenience or could interfere with or negatively affect other Users from fully using or enjoying the Platform or receiving or performing Delivery Services.
- You will not infringe the rights of any third party (including other Users and PackageX) and including, intellectual property, privacy, publicity or contractual rights.
- You will not discriminate against someone based on traits such as age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.
- You will not assist any third-party in any of the above.
- All contact between users should end when the job is complete.
- Texting, calling, visiting, or trying to visit someone in person after the job has been completed is not allowed.
- You should immediately alert PackageX if another user contacts you for any reason other than your job.

PackageX Non-Discrimination Policy

PackageX and its affiliates prohibit discrimination against any User or other third party based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable law. PackageX wants all of our Users to feel safe and welcome and we do not tolerate any conduct that we determine to be discriminatory.

Such discrimination includes, but is not limited to, intentionally refusing or canceling Jobs solely for the purpose of avoiding a particular neighborhood due to the characteristics of the people or businesses that are located in that area or because you are uncomfortable with certain persons based on traits such as age, color, disability, gender identity, marital status, national origin, race, religion, sex, or sexual orientation.

PackageX Respect Others Policy

PackageX prohibits all Users from displaying any aggressive, confrontational, intimidating, threatening or harassing behavior toward others, including without limitation:

- Hitting, hurting, or intending to hurt any person or animal, or threatening to do the same. Using language or making gestures that could be disrespectful, harassing or threatening.
- Sexual assault or sexual harassment or misconduct of any kind. Assault includes any intentional bodily contact made without explicit consent of the other person, and sexual harassment and misconduct, includes without limitation unconsented to advances, behaviors and remarks like nudging, whistling, winking or flirting, discussing your own or someone else’s sex life, using explicit language, or making jokes about sex.
- Disrespecting personal space and/or privacy, like standing unnecessarily close, or commenting on personal appearance, perceived gender identity, or sexual orientation, or asking unrelated personal questions.

ANY USER FOUND TO HAVE VIOLATED PACKAGEX’S NON-DISCRIMINATION POLICY OR ITS RESPECT OTHERS POLICY WILL IMMEDIATELY LOSE ALL ACCESS TO THE PACKAGEX PLATFORM.

Background Check Process

All Couriers may be required to be screened via a standard background check conducted by a third-party Credit Reporting Agency (“CRA” and “*Background Check*”). During registration as a Courier, you are required to provide a valid Courier’s license and Employer Identification Number (EIN) and / or a Social Security Number (SSN), and your written consent to PackageX having our CRA conduct a Background Check on you at that time, prior to allowing you to perform Jobs, and also at any time thereafter, as and when determined in our sole discretion, and without any additional consent from you, as may be allowed pursuant to applicable law. The PackageX Background Check Process consists of a criminal background check and Motor Vehicle Record (MVR) report, and does not include a credit check.

In order to be eligible to perform certain Jobs and to help protect against theft and fraud, Couriers may be asked to submit additional personal information to verify their identity, including biometric information or identifiers such as a selfie, scan of their Courier’s license and/or other government ID or photo, (“biometric data”).

PackageX does not conduct Background Checks or screening on any Sender for the purposes of allowing them to access and use our Platform to arrange for Delivery Services. However PackageX reserves the right to begin conducting such checks and screening of Senders as it deems appropriate in its sole discretion.

All Users acknowledge and agree that by accessing and using our Platform to receive or perform Delivery Services, they may be exposed to unknown third-parties and contents in Jobs that may be or are potentially dangerous, offensive, harmful, unsafe or otherwise objectionable.

COURIERS’ RESPONSIBILITIES

Generally

It is every Courier’s duty and obligation to know and comply with all applicable federal and state laws relating to the pick-up and delivery locations of any Job, including without limitation those laws governing the transportation of items over State lines, prohibiting the transportation of certain items both within a State and between States, and age restrictions. PackageX has no liability or responsibility to a Courier or any third party if a Courier fails to comply with these Terms or all applicable laws with respect to the performance of the Job.

Permits, Auto Insurance and Health Insurance

Because Couriers act as their own employer in providing Delivery Services via the PackageX Platform, PackageX does not, and has no responsibility to, provide or pay for any permit, license or insurance a Courier may need or that may be advisable, to perform Delivery Services via the PackageX Platform. Many states require a Courier to have permits and/or licenses to carry certain Jobs. Additionally, many insurance companies will require a Courier to have some level of commercial insurance if using a personal vehicle for business purposes and all Couriers should be aware that their standard automobile liability insurance may not provide them coverage while they are engaged in performing a Job or while or logged into the App.

PackageX does not provide health insurance, or any other compensation to Couriers if they are hurt or injured while performing a Job and PackageX does not carry workers’ compensation insurance for any Courier unless specifically required by State law. For these reasons, all Couriers are required to have adequate health insurance prior to performing a Job. Only you can know if you are physically capable of handling a Job you agree to deliver and PackageX is not liable to you for any costs or damages you may

suffer if you are hurt or injured while performing a Job. At all times you are solely responsible for the costs of any medical care you may require due to any such injury.

It is a Couriers' responsibility to know what auto insurance, health insurance, licenses and permits are required or recommended and to procure the same prior to offering on Jobs. A Courier must have valid auto insurance in such amounts as required by State Law and its insurer to cover Courier's performance of Jobs through the PackageX Platform PRIOR to offering on Jobs. A Courier will not be allowed to deliver Jobs and will be removed from the Platform if the Courier does not have auto insurance coverage in at least the minimum amounts required by the State in which the Courier provides Delivery Services. A Courier must carry proof of all required auto insurance coverage at all times while performing Jobs and must provide the same to PackageX and/or other authorities and officials upon request.

A COURIER MUST HAVE THE REQUIRED INSURANCE, LICENSES AND PERMITS TO CARRY ALL ITEMS CONTAINED IN JOB. ALL COURIERS SHOULD CHECK WITH PROFESSIONALS TO ENSURE THAT YOU HAVE THE REQUIRED INSURANCE, LICENSES AND PERMITS BEFORE YOU OFFER FOR A JOB. PACKAGEX HAS NO RESPONSIBILITY OR LIABILITY FOR ANY COURIER OR SENDER NOT HAVING THE PROPER AUTHORITY, PERMITS, LICENSES OR INSURANCE TO ENTER INTO THE TRANSACTIONS AGREED UPON ON THE PLATFORM.

Confidential Information

During the performance of Jobs, Couriers will have access to the "*Confidential Information*" of many third parties, including without limitation, the Confidential Information of PackageX, Senders, and/or Job recipients. "*Confidential Information*" means all information, whether oral, written, contained on electronic media or otherwise, to which a Courier is given or has access to, or is made available to the Courier in connection with the performance of Jobs, including without limitation names, addresses, telephone numbers and other information which may be used to specifically identify a person ("*PII*" or "*Personally Identifiable Information*"), and health information protected under the Health Insurance Portability and Accountability Act ("*HIPPA*" and "*Protected Health Information*").

Confidential Information shall include, without limitation, all information regarding PackageX's personnel or customer information of PackageX, Senders and/or Job recipients of which a Courier becomes aware.

PackageX and Couriers have special obligations with respect to the protection of Personally Identifiable Information and Protected Health Information and a Courier is responsible for both knowing those obligations and complying with the same. Failure to meet these obligations will result in the Courier's permanent removal from the PackageX Platform and the Courier shall be prosecuted to the fullest extent of the law.

Personally Identifiable Information: Personally Identifiable Information (PII) refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. It is important to recognize that non-PII can become PII whenever additional information is made available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PackageX and Couriers are under a strict obligation not to use or disclose PII except as necessary to perform and deliver Jobs.

Protected Health Information: If a Courier delivers Jobs containing prescriptions, medicines or other medical documents, the Courier may have access to Protected Health Information. PackageX and Couriers are under a strict obligation not to use or disclose the Protected Health Information of anyone except as necessary to perform and deliver Jobs. In addition, these Couriers must comply with all federal, state and local laws, including the Health Insurance Portability and Accountability Act, as amended, and all regulations and agency guidance applicable to “business associates”. To learn more about complying with these regulations, [please visit HHS.gov for more information](https://www.hhs.gov).

BY USING THE PACKAGEX PLATFORM TO RECEIVE OR PERFORM DELIVERY SERVICES YOU MAY AND/OR WILL GAIN KNOWLEDGE OF THIRD PARTIES’ CONFIDENTIAL, PROPRIETARY, PERSONALLY IDENTIFIABLE AND/OR PROTECTED HEALTH INFORMATION. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, AS A USER OF THE PACKAGEX PLATFORM ARE SUBJECT TO A STRICT DUTY TO MAINTAIN THE ABSOLUTE CONFIDENTIALITY OF ALL SUCH CONFIDENTIAL AND PERSONAL INFORMATION AND YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE SUCH INFORMATION TO ANY OTHER PERSON OR USE SUCH INFORMATION FOR ANY OTHER REASON THAN TO RECEIVE OR PERFORM DELIVERY SERVICES VIA THE PACKAGEX PLATFORM.

Special Items

Some Jobs contain “Special Items” (as defined below) that may require a Courier to be 21 years of age, or to possess special qualifications, equipment, permits, licenses, insurance and physical capabilities, including Jobs containing alcohol, cigarettes, HAZMAT and other regulated products. Senders are responsible for clearly describing the items included in a Job so that a Courier knows whether or not they are qualified to offer to perform the Job.

Couriers are responsible for knowing and complying with all rules and requirements to carry a Job containing any special items prior to offering on such Job, whether rules and requirements are included in these terms and/or imposed by applicable law.

ANY COURIER DISCOVERING AN ITEM THAT WAS NOT PROPERLY DESCRIBED OR DISCLOSED BY A SENDER IN A JOB SHALL IMMEDIATELY NOTIFY PACKAGEX AT SUPPORT@PACKAGEX.IO FOR FURTHER DIRECTION. PACKAGEX IS NOT RESPONSIBLE FOR THE CONTENTS OR LOSS OF ANY PROHIBITED ITEM OR ANY UNDISCLOSED SPECIAL ITEM.

Cigarettes, Tobacco Products, Wine, Beer Or Other Alcoholic Beverages:

- A Courier must be *21 years of age* to deliver any Job containing cigarettes, tobacco products, wine, beer or other alcoholic beverages.
- When delivering a Job including cigarettes, tobacco products, wine, beer or other alcoholic beverages, *a Courier must verify a valid, government-issued identification demonstrating that the Job recipient is 21 years of age or older.*
- *When delivering a Job including wine, beer or other alcoholic beverages, a Courier shall also verify that the Job recipient is not visibly intoxicated before delivering the* Many States have laws prohibiting the delivery of any alcoholic beverages to anyone who is visibly intoxicated and a Courier can be personally liable for doing so. Before offering on a Job containing any alcoholic beverage a Courier must be familiar with the signs of visible intoxication.

IF A COURIER CANNOT COMPLETE THE DELIVERY OF A JOB BECAUSE THE RECIPIENT DOES NOT PRODUCE VALID ID AND/OR IS VISIBLY INTOXICATED, THE COURIER SHALL IMMEDIATELY NOTIFY PACKAGEX AT SUPPORT@PACKAGEX.IO FOR FURTHER DIRECTION.

Pharmacy Deliveries. A Courier must be 21 years of age to deliver any Job containing prescription medicine or pharmaceuticals. The Courier must be the only person in the vehicle at all times during the Job. When taking photos of the items being picked up, the Courier must take the photo so as to not including the patient name or address in the image. Couriers must not leave any Job containing prescription medicine or pharmaceuticals unattended at any time, and must hand deliver the Job to a person at the delivery address shown in the App. All Jobs containing prescription medicine will require a signature.

Live Animals: Couriers MUST transport ALL animals INSIDE an appropriately heated or air-conditioned vehicle, with all temperature controls in good working order. Under no circumstances may any animal be transported in the trunk or trunk bed of any vehicle. Couriers are required to provide the animal food and water at regular intervals, and regular stops to allow the animal to relieve itself and otherwise as needed for the animal(s) in the Job. Couriers are required to provide any other additional components such as moisture; bedding and securing of packaging within the vehicle should be added as necessary to provide a safe environment during the Job.

Oversized Items: Senders are prohibited from including Oversized Items in Jobs. However many Jobs contain items that are just underneath the Oversized Item limit, and these bulky and/or heavier items require a Courier to have a larger vehicle, special equipment and/or physical strength in order to fulfill the Job properly. Senders are required to accurately post the size of the Job they request, and before offering on a Job containing any bulky or heavy items a Courier is required to have the proper vehicle, equipment and physical capacity to perform the Job as posted. If a Courier does not have the proper vehicle and/or equipment to fit and secure the Job and/or are not physically capable of handling a Job the Courier may not offer on the Job.

PackageX cannot know whether a particular Courier is physically capable of delivering the Job offered on. It is the responsibility of Couriers to know and abide by their own physical limits. All Couriers acknowledge and agree that PackageX is not liable to any Courier for any costs or damages you may suffer if you are hurt or injured while performing a Job and that you are not qualified to receive any health care or other compensation from PackageX if the Courier is injured performing a Job – whether or not the Job contains, bulky, heavy or Oversized Item(s).

The US Occupational Safety and Health Administration (OSHA) does not have a standard setting limits on how much a person may lift or carry. However, the National Institute for Occupational Safety and Health (NIOSH) has developed a mathematical model that helps predict the risk of injury based on the weight being lifted and other criteria.

Inspection of Job Contents

Couriers have the right to inspect Job contents prior to leaving the pick-up location. If a Courier does not note any damage to an item in the Job while picking the Job up, it will be assumed that the damage was caused while in the Courier's possession and the Courier will be liable therefor.

New In Box Items: If all or part of a Job contains new-in-box items that have been pre-packaged by the Sender and are not open for a Courier to inspect, a Courier has the responsibility to inspect the outside of the packaging. If there is any damage to the outside of the packaging, the Courier should note the damage and inform the Sender.

Baggage: If all or part of a Job contains suitcases, pieces of luggage, purses, handbags, wallets, or other bags containing personal effects (collectively, “Baggage”) the Courier shall have no right to request or to inspect the contents, however a Courier still has the responsibility to inspect the outside of the Baggage. If there is damage to the Baggage, the Courier should note and contact PackageX.

A Courier is NEVER under an obligation to take or bring anything that the Courier has not been given the right to inspect as described and limited above and can always cancel the Job without penalty if a Sender does not allow you to inspect or gives you a hard time about asking to inspect the Job.

No matter whether the job is pre-packaged or open for inspection, if a Courier does not note any damage to an item in the Job while picking the Job up, it will be assumed that the damage will have been caused while in the Courier’s possession and the Courier will be liable therefor.

Courier Teams and Courier Personnel

To the extent permitted by law and subject to these Terms, Couriers may work in teams (“Courier Teams”) and/or may hire or engage others as employees or subcontractors (collectively “Courier Personnel”) to perform all or some of the Delivery Services to be provided by the Courier, provided all Courier Team members and all Courier Personnel are registered and have formed an account on the PackageX Platform and meet all requirements applicable to Couriers contained in the Terms including, but not limited to, passing a background check, and agreeing to the Couriers Agreement, prior to Courier using such Courier Personnel to perform Delivery Services on Courier’s behalf.

To the extent a Couriers work in a Courier Team, all Couriers in such Team shall be jointly and severally liable for all obligations and liabilities arising from acts and omissions of the Courier Team in performing the Delivery Services. To the extent that a Courier provides Delivery Services using Courier Personnel, Courier shall be solely responsible for the direction and control of the Personnel it uses in the performance of Delivery Services, and solely liable for all obligations and liabilities arising from acts and omissions of Courier Personnel in performing the Delivery Services, as if Courier was performing such Delivery Services himself/herself/itself. Courier also assumes full and sole responsibility for the payment of all amounts due to his/her/its Personnel for any work performed under these Terms, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes.

The Couriers Agreement provides more details regarding a Courier’s responsibilities and obligations with respect to the use of Courier Personnel.

CANCELATIONS AND NO-SHOWS

Cancellation by Couriers

If a Courier needs or wants to cancel a Job, please cancel the Job as soon as possible. This will notify the Sender and allow another Courier to accept the Job.

ACTIONS LEADING TO TEMPORARY LOCKS AND/OR PERMANENT DEACTIVATION OF ACCOUNTS

Generally

Without limiting any other of its remedies at law or in equity, PackageX may temporarily lock and/or permanently deactivate your PackageX account and access to the Platform and eliminate your ability to offer to perform Delivery Services if:

- you breach, are suspected of breaching, or are alleged to have breached these Terms or the Terms or any Courier or Sender Agreement to which you are subject or any of PackageX's other terms or policies governing a User's use of the Platform;
- we are unable to verify or authenticate any information you provide to us;
- we believe that your actions may cause financial loss or legal liability for you, our Users or PackageX, its affiliates, or third party providers; we believe you may subject PackageX or you or any other User to regulation by any state or local government or regulatory agency;
- we suspect or it has been alleged that you have engaged in fraudulent, illegal or harmful activity in connection with your use or access of the PackageX Platform or App, or in connection with your receiving or providing Delivery Services or you or your account is the subject of an investigation of alleged or suspected fraudulent, illegal or harmful activity; or
- Prohibited Items are discovered in your Job.

Other Actions Leading to Locked or Deactivated Accounts

Cancellations and No Shows: PackageX may temporarily lock your account after your second Cancellation or No Show and may permanently deactivate your

Loss of Items in Jobs: PackageX will temporarily lock a Courier's account if your Job is subject to a claim of "shortages" or "mysterious disappearances" during the investigation of such claim. If a User is found to be liable for the claim, PackageX may permanently deactivate the User's account. Additionally, PackageX may permanently deactivate the account of a Courier if the Courier completes 2 or more Jobs with "shortages"; or if a Courier has 2 or more "mysterious disappearances" of an item in a Job.

Inactive Accounts: PackageX reserves the right to permanently deactivate any User's account that has been "inactive" for 60 days or more.

Reactivation of Temporarily Locked Accounts: PackageX may reactivate any Courier or Sender account temporarily locked after investigation by PackageX in its sole discretion.

Appeal Process

PackageX may temporarily lock a User's account while investigating any incident or action that could lead to PackageX permanently deactivating the User's account. The User's account may be locked for such time as PackageX determines is necessary to complete its investigation, in its sole discretion.

PackageX does not make the decision to permanently deactivate a Courier's account without a complete investigation. But we also understand that sometimes there may be extenuating circumstances of which PackageX may not be aware. Therefore, in many instances we allow a Courier to appeal PackageX's decision to permanently deactivate their account.

Certain deactivation decisions, especially those related to zero tolerance violations, are not eligible for appeal. For example, we will not accept appeals for deactivation related to criminal activity while on the App, including fraud, theft or reckless driving. Likewise, we will not accept appeals related to harassment, verbal slurs or profanity directed to any individual, or physical or sexual altercations.

Otherwise the majority of deactivation decisions will be eligible for appeal. Because it is impossible to anticipate the full range of reasons that could result in the deactivation of a Courier's account, ultimate determination of eligibility will be made by PackageX on a case-by-case basis. A Courier will be allowed only one appeal. All appeal decisions made by PackageX are final and not subject to further appeal.

You can find the full details of PackageX's appeal process in the email you received notifying you of the deactivation of your account. If you believe your deactivation is eligible for an appeal, please submit your appeal by following the instructions in your deactivation email.

Should you have any questions about the appeals process please email us at support@packagex.io.

Deactivated Accounts

If your account is permanently deactivated, your account information will be deleted and you will be removed from the PackageX Platform. Permanent deactivation will cause you to lose your user name and persona as well as any privileges, badges or other earned items associated with your account. If your account was not deactivated for cause, you may open a new account on the Platform. It will be considered a material breach of these Terms if a User who has been deactivated for cause, opens a new account on the Platform and such new account will be deactivated without notice upon discovery. PackageX is under no obligation to compensate any User for any losses as a result of a User's deactivation.

BILLING AND PAYMENT

PackageX is not and will not be a party to the agreements between Users for a Courier to perform Delivery Services using our Platform, including the Sender's agreement to pay the Courier. Therefore, all Users of our Platform are required to ensure a valid credit card or and such other information needed to vet the User and perform payment transactions using any Payment Service Provider used by PackageX.

Payment Processing

Payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (available at <https://stripe.com/us/connect-account/legal>), which includes the Stripe Services Agreement (available at <https://stripe.com/us/legal>) (collectively, the "*Stripe Terms*"). By using the PackageX Platform to pay for Jobs or receive payment proceeds, all Users agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of PackageX enabling payment processing services through Stripe, all Users authorize PackageX to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate your provision of Services as contemplated by these Terms and your relationship with PackageX. All Users further agree to provide accurate and complete information about you and your business, and authorize PackageX to share it and transaction information with Stripe for the purposes of facilitating of the payment processing services provided by Stripe. PackageX reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion.

Senders will be responsible for paying the invoice for each Job contracted for (the "Invoice"), which will include (i) the pricing terms of the Job provided to a Courier, (ii) any cancellation, no-show fee or wait fees, as may be applicable to the Job, and (iv) any other fee PackageX may assess for use of its Platform (combined, the "Job Payment"). Unless otherwise agreed by PackageX, any fees that PackageX may charge a User for their use of the PackageX Platform (including to receive or perform any Delivery Services), are due immediately and are non-refundable and this no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Platform or the Delivery Services either planned, accidental or intentional, or any reason whatsoever. PackageX reserves the right to determine final prevailing pricing and any pricing information published on the PackageX Website may not reflect the current pricing.

Users of our Platform will be liable for any taxes (including Sales Tax, if applicable) required to be paid because of the User's use of or access to the PackageX Platform, or receiving or performing any Delivery Services or on any Job Payment received (other than taxes on the PackageX's income).

Payment, Withholding and Release

If chosen, a Courier is solely responsible for completing delivery of the Job as agreed upon BEFORE being paid. Within 24 hours after receipt of confirmation through the Platform that the Courier has completed the Job, PackageX will process any undisputed payment to Courier within a period of 30 days. PackageX, in its sole discretion, may place a hold on a Courier's Job Payment if the delivery of the Job is not provided expressly in accordance with the Sender's directions set forth in the request for Delivery Services, and these Terms, and/or PackageX determines it otherwise necessary or advisable to place a hold on such Job Payment, including without limitation if PackageX has any suspicion or reason to believe that a Courier or Sender has breached these Terms, including, without limitation by (1) loss, damage or theft to a Job carried by Courier, (2) sending or accepting items on the Prohibited Item list; (3) establishing an account with PackageX or entering into a Job with the purpose of defrauding PackageX or any other party; (4) using a stolen credit card or any other false information to establish an account with PackageX or pay for a Job; or (5) otherwise engaging in any questionable or fraudulent activity in connection with the performance of the Job or access and/or use of the PackageX Platform.

PackageX will release the Job Payment to a Courier upon establishing the validity of the accounts and Jobs under suspicion, in PackageX's sole but reasonable discretion.

Service Dogs

Couriers are not to have animals in their delivery vehicle, including Service Dogs unless such Service Dog is necessary to the Courier's performance of Delivery Services. If a Courier must have a Service Dog present, all Job items must be kept in a separate container that provides protection from pet hair and dander. In no event shall a Courier with a Service Dog offer to provide Delivery Services for Jobs containing food and food related items, clothing or unpackaged items. *Couriers should note that Service Dogs may cause complaints from Senders and or Job recipients and such complaints may lead to the deactivation of the Courier's account.*

YOU HEREBY GRANT PACKAGEX PERMISSION AND THE FULL RIGHT AND AUTHORITY TO FULLY INVESTIGATE AND PROSECUTE VIOLATIONS OF ANY OF THESE TERMS (INCLUDING ALL DOCUMENTS AND AGREEMENTS REFERENCED OR INCORPORATED HEREIN) TO THE FULLEST EXTENT OF THE LAW, INCLUDING INVOLVING, COOPERATING OR DISCLOSING YOUR PERSONAL INFORMATION TO LAW ENFORCEMENT AUTHORITIES IN CONNECTION THEREWITH.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY WITHHOLD JOB PAYMENTS, LIMIT, LOCK OR DEACTIVATE YOUR USER ACCOUNT, PROHIBIT ACCESS TO OUR PLATFORM, APPS, WEBSITES, AND THEIR CONTENT (INCLUDING YOUR OWN), SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT ANY USER FROM ACCESSING OUR PLATFORM, APPS, WEBSITES OR ANY PORTION THEREOF IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF THESE TERMS AND OTHER PUBLISHED PACKAGEX TERMS OR POLICIES.

Disclaimer of Warranties and Limits on PackageX's Liability to You

NEITHER PACKAGEX NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR PLATFORM AND PACKAGEX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES AND LICENSORS ARE NOT BE LIABLE FOR ANY LOSS, CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM OR YOUR RECEIVING OR PROVIDING DELIVERY SERVICES. BY USING THE PLATFORM YOU THEREBY RELEASE PACKAGEX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES AND LICENSORS FROM ANY LIABILITY RELATED TO ANY USE OF OUR PLATFORM OR YOUR RECEIVING OR PROVIDING DELIVERY SERVICES OR THE CONDUCT OR MISCONDUCT OF A USER.

No Warranties, Express or Implied: The Delivery Services, Platform and App are provided to you strictly on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement and all warranties are hereby disclaimed by PackageX to the maximum extent permitted by applicable law. PackageX makes no warranties or representations about the accuracy or completeness of any content provided through the Platform or App or the content of any websites linked to the Platform or App.

PackageX does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Platform or App or any hyperlinked website or featured in any banner or other advertising and PackageX will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

Without limiting the foregoing, neither PackageX nor its affiliates or licensors warrant or guarantee:

- that access to the Delivery Services, Platform or App will be uninterrupted, error-free, secure, timely or operate on any Device or in combination with any other hardware, application, system or data;
- as to the results that may be obtained from the use of the Delivery Services, Platform or App;
- that the Delivery Services, Platform or App, or the quality of any products, services, information or other material purchased or obtained by you through the Platform or the App, will meet your requirements or expectations;
- as to the timeliness, accuracy, or reliability, of any User;
- as to the timeliness, accuracy, or reliability of our Delivery Services, Platform or App, or any information or materials provided through or in connection with the use of the Delivery Services, Platform or App;
- as to the completeness or content of any Job;
- that the Platform and App are free from viruses, worms, Trojan horses, or other harmful components or that any errors or defects in the Delivery Services;
- Platform or App will be corrected; or

- that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

Limitations of Liability: YOU ACKNOWLEDGE AND AGREE THAT PACKAGEX IS ONLY WILLING TO PROVIDE THE PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES.

PACKAGEX EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS PLATFORM. USE OF OUR PLATFORM, AND RECEIVING OR PERFORMING DELIVERY SERVICES THEREUNDER ARE ENTIRELY AT A USER'S OWN RISK.

PACKAGEX CURRENTLY DOES NOT AND HAS NO OBLIGATIONS TO ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY USER TO PERFORM OR COMPLETE A JOB AND YOU EXPRESSLY WAIVE AND RELEASE PACKAGEX FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO A USER'S PERFORMANCE OF A JOB. YOU ACKNOWLEDGE THAT USERS PROVIDING DELIVERY SERVICES REQUESTED USING THE PACKAGEX PLATFORM OR APP MIGHT NOT BE PROFESSIONALLY LICENSED OR PERMITTED AND MAY NOT HAVE THE PROPER INSURANCE. PACKAGEX WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN ANY OF OUR USERS. YOU EXPRESSLY WAIVE AND RELEASE PACKAGEX FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR ACCESS OR USE OF THE PACKAGEX PLATFORM, APP OR YOUR RECEIVING OR PERFORMING DELIVERY SERVICES, OR IN ANY WAY RELATED TO ANOTHER USER OR ANY OTHER THIRD PARTY INTRODUCED TO YOU BY THE PLATFORM, APP OR DURING A JOB, OR OTHERWISE.

YOU AGREE NOT TO HOLD PACKAGEX, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM, APP OR DELIVERY SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY PACKAGEX OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION AND WHETHER OR SUCH CONDUCT, ACT OR OMISSION OCCURS DURING YOUR USE OR ACCESS OF THE PLATFORM OR APP OR DURING THE PERFORMANCE OF A JOB.

UNDER NO CIRCUMSTANCES WILL PACKAGEX, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE TO YOU, ANOTHER USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM, APP OR DELIVERY SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN A COURIER, SENDER, ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS A USER OF THE PLATFORM OR APP INCLUDING FOR PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, EVEN IF ALL PARTIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT PACKAGEX OR ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU OR TO YOU DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Intellectual Property

Ownership: PackageX owns all intellectual property rights in and to the Platform and the App, including but not limited to database rights, copyright, design rights, trademarks and other similar rights, whether or not currently registered, wherever existing in the world together, with full rights to apply for protection of the same, and your use of the Platform or App gives you no rights therein.

Platform and App License: PackageX owns and retains ownership in the PackageX Platform and App, and all intellectual property and proprietary rights therein. Contingent upon your compliance with the terms and conditions of the Terms, PackageX hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Platform via the App on any authorized Android Device that you own or control and/or any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the [App Store Terms and Conditions](#) (the "*Usage Rules*"). This license does not allow you to use the Platform or App on any Device that you do not own or control. The terms of the license will govern any upgrades provided by PackageX that replace and/or supplement the PackageX Platform or App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

PackageX reserves the right to stop offering and/or supporting our Platform, App or our Users' ability to receive or perform Delivery Services or any particular portion or part of our Platform, App or access to Delivery Services at any time, at which point your license to use the Platform or App or your access to the Delivery Services therefrom, or any part thereof, will be automatically deactivated. In such event, PackageX shall not be required to provide refunds or other compensation to users in connection with such discontinued Platform, App or access to Delivery Services.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform or the App in any way; (ii) modify or make derivative works based upon the Platform or the App; (iii) create Internet "links" to the Platform, alternate access to Delivery Services, or "frame" or "mirror" any App on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Platform or App to copy any ideas, features, functions or graphics of the Platform or App whether to build competitive products or services using similar ideas, features, functions or graphics of the Platform or App, or otherwise; (v) launch an automated program or script that unduly burdens, interferes, disrupts, hinders the integrity, operation and/or performance of the Platform or App (or the data contained therein) in any way or for any User,

including but not limited to Trojan horses, viruses, worms, web spiders, web crawlers, web robots, web ants, web indexers, bots, or any program which may make multiple server requests per second, or send and/or store in our App; (vi) attempt to gain unauthorized access to the Platform or App or its related systems or networks, or circumvent or attempt to defeat any security or verification measures relating to use of the Platform or App; or (vii) use our Platform or App to send spam or otherwise duplicative or unsolicited messages, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

Licenses Granted by PackageX in Content: Subject to your compliance with the Terms, including without limitation Courier and Sender Agreements, PackageX grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Content that PackageX makes available through the Platform or App, including any Content licensed from a third party ("*PackageX Content*"), but excluding any Content that a User posts, uploads, publishes, submits or transmits to be made available through the Platform or App, including any questions, comments, suggestions, ideas, or feedback ("*User Content*") and with PackageX Content collectively, "*Collective Content*"; and (ii) to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense these license rights granted by PackageX above.

PackageX Content may be used solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform, App or Collective Content, except as expressly permitted in the Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by PackageX or its licensors, except for the licenses and rights expressly granted in the Terms.

You agree that PackageX has no responsibility to, and may not, monitor your access to or use of Collective Content or review or edit any Collective Content. PackageX reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that PackageX, at its sole discretion, considers to be in violation of these Terms or otherwise harmful.

License Granted by User: We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available or posting any User Content on or through the Platform or App, you hereby grant to PackageX a worldwide, irrevocable, perpetual, exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, disseminate and otherwise exploit such User Content. PackageX shall be entitled to the unrestricted use of all User Content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. PackageX claims no ownership rights in any User Content and nothing in the Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Platform or App. By posting or making available any User Content, you represent and warrant that: (i) you are the sole and exclusive owner of all User Content that you make available or post or you have all right, license, consent and release that are required to grant to PackageX full rights in such User Content, as contemplated under the Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or PackageX's use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright,

trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Copyright Policy: PackageX respects copyright law and the intellectual property of others and expects its Users to do the same. PackageX will deactivate a User's account that repeatedly infringes or are reasonably believed to be repeatedly infringing the rights of copyright holders. If you believe, in good faith, that any materials on our App or Website infringe upon your copyrights, please send the following information to PackageX's at support@Packagex.io:

- A description of the copyrighted work that you claim has been infringed, including sufficient information to locate the specific place on our App or Website where the material is located. Please include sufficient information to locate the material and explain why you think an infringement has taken place;
- A complete description of the location where the original or an authorized copy of the copyrighted work exists; e. an Internet address where the work is posted or the name of the book in which it was published;
- Your address, telephone number, and e-mail address;
- A signed statement by you that, in good faith, you believe that the disputed use is not authorized by the copyright owner, its agent, or law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Other Third Party Interactions

Via the PackageX Platform, including on our Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Website or App. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. PackageX and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. PackageX does not endorse any sites on the Internet that are linked through the Website or App, and in no event shall PackageX or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. PackageX provides the Website and App to you pursuant to these Terms and certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services. PackageX has no responsibility or liability arising from any agreements between you and such third party providers.

PackageX may rely on third party advertising and marketing supplied through the Website or App and other mechanisms to subsidize the Website or App. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. PackageX reserves the right to charge you a higher fee for access to the Platform should you choose not to receive these advertising services, if offered. This higher fee, if applicable, will be posted on PackageX's Website

SMS Messaging

All of our Users may automatically be opted-in to receive SMS messaging when signing up for our Platform and must agree to receive SMS messages in order to use our Platform and receive or provide Delivery Services via the Platform and data rates may apply. If you change your mobile phone service provider all SMS messaging services from PackageX may be deactivated. PackageX reserves the right to charge for and or cancel SMS messaging services at any time.

Notices

PackageX may give Users general notice regarding the Platform Terms, these Terms, Couriers or Senders Agreements, or otherwise via electronic mail to your email address on record in PackageX's account information, or by written communication sent by first class mail or pre-paid post to your address on record in PackageX's account information. Any legal or formal notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth below.

Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to PackageX (such notice shall be deemed given when received by PackageX) at any time by email at support@packagex.io and/or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to PackageX 500 7th Ave, 8th Floor, NY, 10018, addressed to the attention of: CEO. PackageX will give notice to Courier at the address provided by Courier when forming their account on the PackageX Platform.

Assignment

You may not assign your responsibilities, duties and obligations (or any portion thereof) as set forth in these Terms, including in any Courier or Sender Agreement, as applicable, to any party without the prior written approval of PackageX in each instance. Any purported assignment in violation of this section shall be void.

Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that none of the Platform, App, any technical data related thereto or any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Platform, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

RELATIONSHIP BETWEEN PACKAGEX, COURIERS AND SENDERS

No joint venture, partnership, employment, or agency relationship exists between you, any other User, PackageX or any third party provider as a result of a User entering into a Courier or Sender Agreement, their use of the Platform or their providing or receiving Delivery Services via the Platform. If any provision of these Terms or any Couriers or Senders Agreement is held to be invalid or unenforceable, such provision shall be revised as minimally as possible to validate or enforce the same, as well as the original intent of these Terms, and the remaining provisions shall be enforced to the fullest extent under law. The failure of PackageX to enforce any right or provision in these Terms, any Courier or Sender

Agreement shall not constitute a waiver of such right or provision unless specifically acknowledged and agreed to by an authorized person from PackageX in writing. **Unless PackageX has entered into a separate written agreement with a User addressing their access or use of our Platform or App or the Delivery Services,** these Terms, and all agreements and documents referenced herein, including without limitation the Couriers and Senders Agreements, comprise the entire agreement between our Users and PackageX superseding all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between a User and PackageX regarding a User's use of and access to the PackageX Platform, Website, App and Delivery Services.

If you have entered into another Agreement with PackageX and/or any PackageX affiliate you acknowledge that document also is part of our agreement regarding your use of the PackageX Platform.

If you have entered into a Dispute Resolution and/or Arbitration Agreement with PackageX, and/or any PackageX affiliate, you acknowledge that those documents are also a part of our agreement regarding your use of the PackageX Platform.
