

Senders Terms of Use

Last Modified: Oct 1, 2022

PackageX. Inc., a Delaware corporation ("*PackageX*") requires you to accept these Terms of Use ("*Senders Terms of Use*" or "*Terms*") if you want to download, install, access or use the PackageX Platform as a Sender ("*Platform*") via our website at www.packagex.io ("*Website*") and/or via any associated application or API ("*App*") in order to request and carry out Shipping Services and Delivery Services. 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 carrying out any Shipping and/or 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, carrying out any Shipping and/or Delivery Services you become a "*User*" of PackageX's Platform, as a "*Sender*", as further described herein.

These Terms expressly include the Senders Agreement which is 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 Sender 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*") and also those businesses who operate postal logistics services ("*Carriers*"), like FedEx, DHL, USPS, UPS. 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, or generation and use of a shipping label (whether or not actually shipped) of any Carrier ("*Shipping Services*") 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. Senders are also able to print shipping labels of multiple Carriers whose services are available on Platform for use by Sender. 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 Carrier and 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 Shipping Services and/or 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 Shipping Services or 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 Shipping Services and/or 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 Shipping Services and/or 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 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 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

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 Shipping Services and or 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.

Confidential Information

Sender acknowledges that during the performance of Jobs, Carriers and 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 Carrier or Courier is given or has access to, or is made available to the Carrier or 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*”).

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) which include *Cigarettes, Tobacco Products, Wine, Beer Or Other Alcoholic Beverages; Pharmacy Deliveries; Live Animals; Oversized Items*. **The Carrier and or Courier is under no obligation to accept any Job that in its opinion may contain a Special item. It is up to Sender to verify directly with the chosen Carrier or Courier if they are able to handle Special Items in advance.**

Some Jobs contain “Special Items” 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.

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.

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.

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

All Couriers have the right to inspect Job contents prior to leaving the pick-up location and Sender must allow this.

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 contact PackageX.

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 Sender.

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.

SENDER RESPONSIBILITIES

Generally

It is every Sender’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 and all items contained in a Job, including without limitation those laws governing the transportation of items over State lines, prohibiting the transportation or shipment of certain items both within a State and between States, restricting the amounts of certain items that can be shipped, and age restrictions. Senders have the responsibility to package items appropriately based on level of risk, fragility and other factors specific to the individual item. PackageX is not liable for loss or damage to any Job if it is not properly packed to withstand transport, or to ensure the safety and integrity of the item or in compliance with all applicable laws. Sender will be fully responsible for all liabilities arising from Sender’s failure to comply with these Terms, or all applicable laws with respect to the inclusion of specific items contained in a Job.

Limitations on Job Contents

Prohibited Items: Senders are prohibited from including in any Job, and all Couriers are prohibited from knowingly accepting, picking-up, carrying or delivering any Job containing the following ***“Prohibited Items”***:

- People
- Anything illegal including, without limitation, recreational drugs and other contraband.
- Any Hazardous Waste, defined as a “solid waste” that meets any of the criteria of the hazardous waste as described in 40 C.F.R. § 261.3.
- Unset precious stones, industrial diamonds, any article that contains more than fifty percent by weight of gold or platinum or any combination thereof in raw form, including, but not limited to, bullion, bars, or scraps of these metals.
- Any “Hazardous Material” not categorized as limited or excepted quantities as defined in 49 C.F.R., or categorized as limited or excepted quantities but not packaged and labeled in accordance with all applicable laws.
- **“Special Items” listed below, unless the Sender has the express permission from the Carrier and or Courier in advance.**

Special Items: Only certain Senders with special written permission from PackageX may send the ***“Special Items”*** listed below. These Senders are required to disclose each such Special Item when setting up the Job and must fully comply with all restrictions with respect to the Special Item set forth below, as well as all applicable laws and regulations with respect to such Special Items below:

- Cigarettes or any tobacco product, wine, beer or any other alcoholic beverages or any other product regulated and controlled by the United States Alcohol and Tobacco Tax and Trade Bureau (TTB). *Only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same) or if the items have been paid for and are being delivered to a person who is 21 years of age or older.*
- Firearms or weapons of any kind, any firearm or weapon parts, or ammunition in any *Only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same).*
- Common fireworks. *Only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same) or if the items have been paid for and are being delivered to a person who is 21 years of age or older.*
- Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons. *Only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same) or if the items have been paid for and are being delivered to a person who is 21 years of age or older.*
- Any “Hazardous Material”, categorized as limited or excepted quantities as defined in 49 F.R. *Only if packaged by the Sender and labeled in accordance with all applicable laws.*
- Prescription drugs and medicines or regulated over the counter medicine. *Only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same) or if the items have been paid for and are being delivered in accordance with state law.*
- Cremated remains, human remains, fetal remains, human body parts, or components *Only if the items are checked in airline baggage (complying with all TSA regulations for the transport on airplanes of the same).*
- Heavy haul, oversize or overweight items, either individually or collectively, weighing more than 400 lbs., and/or individually exceeding more than 12 feet in any dimension (***“Oversized Items”***).
- All live animals.
- Any item(s) contained in a Job that Sender requests be transported over state lines (i.e. interstate).

PackageX is not responsible for the contents or loss of any Prohibited Item or any undisclosed Special Item.

PACKAGEX HAS AND TAKES NO RESPONSIBILITY OR LIABILITY FOR THE INCLUSION OF ANY PROHIBITED ITEMS IN ANY JOB OR A SENDER'S FAILURE TO DISCLOSE A SPECIAL ITEM OR LIVE ANIMAL OR SENDER'S FAILURE TO COMPLY WITH ALL APPLICABLE LAWS.

Packaging

Sender Open Box Policy: PackageX encourages the use of minimal packaging both to help our environment and so our Couriers know what they are taking along on their ride. When packaging is required or desired, PackageX supports and strongly encourages its Couriers and Senders to always use an Open Box Policy. PackageX's Open Box Policy means our Senders should always leave packaging open so that a Courier may inspect the contents before leaving with the Job. If a Sender doesn't leave the packaging open, a Courier always has the right to require a Sender to open packaging to inspect items before leaving with the Job.

Senders should know that 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 inspection or gives a hard time about the Courier asking to inspect the Job.

Packing Your Jobs Generally: Senders have the responsibility to package items appropriately based on level of risk, fragility and other factors specific to the individual item. PackageX is not liable for loss or damage to any Job if it is not properly packed to withstand transport, or to ensure the safety and integrity of the item or in compliance with all applicable laws.

All packaging for such items should be based on the characteristics of the item, in the sole discretion of the Sender. PackageX cannot know what packaging is necessary for any item you send. Please use your common sense when packing your Job.

Limits on Recovery

PackageX shall have no liability to a Sender for delay, loss, damage or theft of items in a Sender's Job, all claims and inquiries are to be dealt directly with the Carrier or Courier.

YOU ACKNOWLEDGE AND AGREE THAT PACKAGEX HAS NO RESPONSIBILITY FOR, ANY DAMAGE TO THE CONTENT(S) OF A JOB AND THAT A COURIER AND/OR CARRIER IS SOLELY RESPONSIBLE TO A SENDER THEREFOR AS OER THEIR APPLICABLE TERMS AND CONDITIONS.

CANCELATIONS AND NO-SHOWS

Cancellation by Senders

If a Sender needs or wants to cancel a Job, please cancel the request as soon as possible. This will notify the Courier and free them up to accept other Jobs from other Senders.

What Happens When a Sender Cancels or is a No Show? PackageX will charge a Sender \$10 for each canceled Job and/or each no-show. A Job is deemed canceled if the Sender cancels the Job once a Courier

is already on his way to fulfill the Job (“*Cancellation*”). A Sender will be considered a no-show if the Sender drop offs the Job at the designated pick-up or drop-off location (1) more than 15 minutes after the agreed pick-up/drop-off time without calling, messaging or otherwise contacting the Courier through the Platform, or (2) more than 30 minutes after the agreed pick- up/drop-off time, whether or not Sender has contacted the Courier (“*No-Show*”). If either a Sender Cancellation or No-Show occurs, a \$10 cancellation fee is automatically charged to the Sender’s account.

A Sender will not be charged a cancellation fee if they cancel a Job due to a Courier’s No-Show, or Cancellation or if they cannot contact a Courier during the performance of their 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 Shipping Services and/or 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 account upon your third Cancellation or No Show.

Negative Ratings: PackageX may temporarily lock or permanently deactivate a Courier’s account if the Courier’s overall rating falls below 4-stars.

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. 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 Sender's account, ultimate determination of eligibility will be made by PackageX on a case-by-case basis. 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. 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 Carrier and/or Courier to perform Shipping Services and/or Delivery Services using our Platform, including the Sender's agreement to pay the Courier or pay for the shipping labels of a Carrier. 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"), any Shipping Services and or Delivery Services which will include (i) the pricing terms of the Job, (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 Shipping Services and 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 Shipping Services and/or 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 Shipping Services and/or Delivery Services or on any Job Payment received (other than taxes on the PackageX's income).

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 SHIPPING SERVICES AND/OR 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 Shipping Services, 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:

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