

PackageX Mobile End-User License Agreement (EULA)

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Please read this Mobile Application End-User License Agreement ("EULA") carefully before downloading or using any mobile application and other solution components ("Mobile App") that is part of the logistics platform ("PackageX Platform") developed by PackageX, Inc. ("PackageX"). This EULA governs your use of the Mobile App, which will allow you to access the package handling service (the "Service") directly from your mobile device. Your use of the Service will remain subject to the PackageX's Platform Terms and Conditions ("Platform Terms") available on www.packagex.io (Website); to the extent it conflicts with this EULA, the Platform Terms will control.

Your use of the Mobile App indicates your consent to this EULA. As required by law in some locations, you will further be required to actively accept this EULA in order to use the Mobile App. By clicking the "Accept" button, you accept and agree to be bound by all of the provisions of this EULA, including those incorporated by reference, without modification, limitation or qualification. You will be binding yourself or your company to this EULA. You represent that you have the authority to bind your company, if done on behalf of a company, to this EULA. If you do not have such authority, you may not click the "Accept" button. You may not click the "Accept" button if you do not agree with this EULA. If you do not click the "Accept" button, you will not be authorized to access or use the Mobile App and/or the Services available through such Mobile App.

1. **License.** PackageX grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile App for your internal business purposes strictly in accordance with this EULA and the Terms of Service.
2. **Your Account.** Your use of the Mobile App requires that you have an account and agree to the Terms of Service.
3. **Changes to this EULA.** PackageX reserves the right to modify this EULA. PackageX will post the most current version of this EULA on its Website. If PackageX makes material changes to this EULA, we will notify you via the Mobile App. Your continued use of the Mobile App after PackageX publishes notice of changes to this EULA indicates your consent to the updated terms.
4. **No Included Maintenance and Support.** PackageX may deploy changes, updates, or enhancements to the Mobile App at any time. PackageX may provide maintenance and support for the Mobile App but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS Mobile App) nor Google (for Android Mobile App) has an obligation to furnish any maintenance and/or support services in connection with the Mobile App.
5. **Acceptable Use.** You agree that you will not use or encourage others to use the Mobile App in a way that could harm or impair others' use of the Mobile App.
6. **Privacy.** In order to operate and provide the Service and the Mobile App, PackageX may collect certain information about you And you must agree to abide by the PackageX Privacy Statement, a current version of which can be found at our Website. If you do not agree to the contents of the

Privacy Statement you are not permitted to continue using the Mobile App and must remove it from your devices immediately. Your use of the Mobile App and submission of data to PackageX constitutes your acceptance of the terms of this Privacy Statement.

7. Consent to Electronic Communications and Solicitation. By downloading the Mobile App, and/or opting-in through notification settings, you authorize PackageX to send you (including via email, SMS, WeChat and other push notifications) information regarding the Service and the Mobile App, such as: (a) notices about your use of the Service and the Mobile App, including notices of violations of use; (b) updates to the Service and Mobile App and new features or products; and (c) promotional information and materials regarding PackageX products and services. You can review your account settings to adjust your messaging preferences or unsubscribe to some messaging by following instructions provided by PackageX.
8. No Warranty. THE MOBILE APP MAY BE INCOMPLETE AND MAY CONTAIN ERRORS OR INACCURACIES THAT COULD CAUSE FAILURES, CORRUPTION AND/OR LOSS OF DATA OR INFORMATION. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE ACCURACY AND EFFORT IS WITH YOU. THE MOBILE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PACKAGEX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
9. iOS Application. APPLE WILL HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO) THE MOBILE APP AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COST, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.
10. Android Application. GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
11. Suspension and Termination of the Mobile App. PackageX reserves the right to suspend or terminate your access to the Mobile App at any time and without notice based on the status of your account under the Terms of Service. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the Service.
12. Termination of the EULA. This EULA is effective until terminated by either party. This EULA will terminate independently without notice if you fail to comply with any provision of this EULA or the Terms of Service or any instructions regarding the Mobile App provided by PackageX. You shall cease all use of the Mobile App upon termination of this EULA for any reason. PackageX reserves the right to unilaterally terminate this EULA and the use of the Mobile App at any time, for any reason, and by whatever means.
13. Intellectual Property Rights. In the event of a third-party claim that the Mobile App, or your possession and use of the Mobile App, infringes third party's intellectual property rights,

PackageX, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

14. Legal Compliance. You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
15. Remedies. To the maximum extent permitted by applicable law, your sole remedy for any dissatisfaction with the Mobile App is to stop using the Mobile App. You acknowledge that PackageX, not Apple or Google, is responsible for addressing any issues related to the Mobile App. You agree that the remedy set forth in this Section is your exclusive remedy under this Agreement for any dissatisfaction with your access to or use of (or inability to do either) the Mobile App.
16. Limitation of Liability. You acknowledge that PackageX is providing the Mobile App to you free of charge. Regardless of whether based on breach of contract, breach of warranty, tort (including, negligence), product liability, statutory or strict liability or otherwise:
 - (a) To the maximum extent permitted by applicable law neither PackageX nor its licensors, employees, contractors or agents shall be liable for any special, incidental, exemplary, punitive, consequential or other indirect damages (including: damages for loss of business, loss of data, loss of profits, damages to your computer systems or the like); and
 - (b) The entire liability of PackageX for any reason shall be limited to US\$10.

The foregoing exclusion and limitation of liability shall be valid even if PackageX or any of its representatives has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

Some jurisdictions do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between PackageX and you. PackageX would not be able to provide the Mobile App without such limitations.

17. Indemnity. You shall, at your sole cost and expense, defend, indemnify and hold harmless PackageX and its representatives from and against any and all claims, demands, suits, losses, liabilities, damages, costs, expenses, fines, judgments, and other expenses, including reasonable attorney’s fees, (hereinafter, collectively, “Claims”) arising out of or relating to your breach of any provision of this EULA, your installation, use and/or removal of the Mobile App, your access to or use of (or inability to access or use) any package information provided to you through the Mobile App, or any other information or materials provided to you by or on behalf of PackageX or its representatives. PackageX may intervene and assume its defense in any such Claims, at its expense and in its sole discretion. You will not settle any Claims involving PackageX or the Mobile App without the prior written consent of PackageX.

18. Governing Law. This EULA shall be governed by and construed in accordance with the laws governing your Terms of Service.
19. 15. Contact Information. If you have any questions regarding this EULA, please contact PackageX by email at support@packagex.io, or by mail at 500 7th Avenue, 8th Floor, New York, NY 10018 with attention to: PackageX Legal.
20. Third Party Beneficiaries. Upon your acceptance of this EULA, Apple (for iOS Mobile Apps) and Google (for Google Mobile Apps), respectively, will have the right to enforce this EULA against you as a third-party beneficiary thereof.