

Terms and Conditions of Service

This document contains the terms and conditions of the service offered by Mailpac Group Limited operating as Swoop Courier Services (the "Company"). By electronically signing this document, you agree with the terms and conditions of our service. Thank you for your business.

Conditions: I accept the following terms and conditions:

- 1. I understand that packages and mail received for my account shall be automatically billed to the credit card(s) I have authorized you to charge.
- 2. All monthly statements are past due after the 15th of the month. All past due accounts will be suspended.
- 3. I authorize the Company and/or its affiliate to provide customs clearance for all my packages and make declarations on my behalf. I also understand that all packages entering Jamaica are subject to customs inspection and payment of duties and handling fees.
- 4. Packages left at your office for more than 1 week will accrue storage charges. After 60 days items will be liquidated to recoup losses.
- 5. My account will be automatically renewed each year unless I request cancellation.
- 6. I understand and accept that should my correspondents fail to include my complete account number in the address used to send packages or mail, you will make every effort to deliver such misaddressed items, but that you are not responsible in any way for not being able to complete delivery. I further understand that you will hold undeliverable packages for no more than 60 days from arrival and that you may dispose of such packages entirely as you see fit with no further recourse by me.
- 7. I agree to receive e-mails in which I will be notified of promotions, outstanding balances, suspension notices, cancelation notices and events organized by the Company.
- 8. I understand and agree that I am responsible for all transactions and debt incurred by people authorized to use my account.
- 9. I agree that I am responsible for all unsolicited mail and advertising material I receive for my account, notwithstanding any credits that you may issue to me as part of any unwanted mail elimination program you may voluntarily operate.
- 10. I understand that certain items such as hazardous materials, items prohibited for entry by the Government of Jamaica, cash, bearer instruments, stamps, high value jewelry and similar shipments are not authorized for shipment and may be detained by you. In the event any such item is shipped I further understand that such items are not insurable and that you accept no responsibility for their safe arrival.
- 11. Consumer Commodities are small quantities of personal use items. Shipments of these goods take a minimum of 2 weeks. An additional Fee per package applies: US\$15.00. These items include but are not limited to: aerosol cans, beauty powder/products, creams, gels, nail polish, non-corrosive cleaning solution, oil, perfume, sweetener, food flavoring/coloring, etc.

- 12. The Company reserves the right to cancel this contract immediately if the customer uses the mail & package services violating any ethical, moral or established legal principles. The Company reserves the right to offer its services to clients who conform to established guidelines and standards. The Company also reserves the right to close accounts or deny access to authorized users who offend or cause harm to employees and/or representatives of our Company. Furthermore, the Company reserves the right to modify its standards of service when affected by major events beyond its control.
- 13. I understand that neither the Company nor its affiliates are responsible for any package that arrives at the Miami address and is placed on hold. The Company and its affiliates reserve the right to dispose of said package after 60 days on hold in the Miami warehouse. Packages are put on hold due to account closure, containing of hazardous materials, for other insurance reasons identified below, for incorrect address including incomplete account number or customer number or Country Code not correctly included on the address of the package to easily identify the consignee.

Insurance Policy: I accept the following terms and conditions:

- 1. All packages will be covered by and charged for insurance unless I (the customer) choose to opt out of the insurance program. Customers that do not join the insurance program will not be charged insurance fees and explicitly release the Company or its representatives of all responsibility or liability due to loss or damage of any package.
- 2. The insurance fees are automatically calculated and charged based on the declared value of the shipment.
- 3. IATA regulations apply when insuring No Value Declared (NVD) shipments, and a maximum of US\$100.00 will be charged for and covered by insurance.
- 4. Insurance for all shipments (whether single or multiple piece) with a declared value of over US\$10,000, must receive special approval before being shipped in order to obtain coverage.
- 5. The following items are not insurable:
 - a. Items listed on IATA's dangerous goods list.
 - b. Plasma, LCD, or any other type of Television Set
 - c. Perishable items
 - d. Cash money (bills or coins) and monetary instruments of all kinds
 - e. Manuscripts/Documents
 - f. Gems and precious metals
 - g. Jewelry
 - h. Watches
 - i. Electronic files on diskette or CD
 - j. Stamps (postal or private)
 - k. Transportation tickets or vouchers (bus, train, airplane, etc.)
 - I. Passports and any other identification document of any kind
- 6. The Company reserves the right to cancel the Insurance Service for any account without prior notice.
- 7. Claims must be filed within 30 days from the date of shipment from the Swoop receiving facility in Miami.
- 8. If a shipment arrives in damaged condition, neither the item nor the packaging material it arrived in are to be destroyed or discarded. The item and the packaging material it arrived in are to be returned to Swoop Courier Services in order to have the claim processed.

- 9. When filing a claim you will need to include:
 - a. A properly completed Insurance Claim form (forms may be obtained from Customer Service)
 - b. A copy of original commercial invoice, or adequate proof of value.
 - c. If the shipment is damaged but repairable, a letter or proforma invoice from a repair shop indicating the costs of repair.
- 10. Claims (especially for high value items) may take up to 60 days to be processed.
- 11. The amount reimbursed will be the lowest of the following:
 - a. Declared value of the damaged or lost items. Shipments with no invoice will be valued at no more than US\$100.
 - b. The cost of replacing damaged or lost items.
 - c. Repair cost for the damaged items if they are repairable.
 - d. Real value of items. For example, the value of used items will be calculated based on their estimated depreciation.
- 12. Insurance only covers the declared value of an item and does not cover shipping costs, handling fees, customs duties or any other cost associated with the transportation or receipt of the item.

Additional Terms and Conditions

- You will be assigned an account number, and this must be used at all time as a part of your address. Failure to do so may result in lost mail / packages or surcharges.
- The primary person listed on non-corporate accounts will be the one held responsible for all debts generated by this account.