

TERMS & CONDITIONS

PLEASE READ CAREFULLY PRIOR TO USING KWL'S PAY 'N GO SERVICE

1. Acceptance of Terms and Conditions

Use of this website ("Website") and/or of **KWL's Pay 'N Go Service** is governed by the terms and conditions contained herein ("Terms"). These Terms are legally binding on all users of this Website and/or Service and constitute a legally binding agreement between you ("User" or "Importer") and KWL. By using the Website and/or Service, the User expressly and irrevocably agrees to the Terms and to abide by the Terms. These Terms currently list the Company's current policies and terms and conditions, but, as noted below, the Terms may be adjusted from time to time at the Company's discretion. If the User of this Service and/or Website does not agree with any of these Terms, the User may not, under any circumstances, utilize the Website and/or Service.

2. Intellectual Property Rights

2.1 Ownership

All content, text, images, data, information and other material displayed, available or present on this Website ("Content"), including any intellectual property rights in such Content (including without limitation trademarks and copyrights) or other intellectual property rights associated with the Website (hereinafter "Intellectual Property Rights"), are the property of the Company, its licensors, or designated owners and are protected by applicable intellectual property laws. User should assume that everything User sees or reads on this Website is protected by intellectual property rights, unless otherwise noted, and may not be used without the written permission of the Company or the respective owner except as provided in these Terms.

2.2 Authorized and Prohibited Uses

User may access, use, and display this Website on a computer, or mobile device and download and print copies of the Content only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as User complies with these Terms and all applicable laws. If User violates these Terms and/or any applicable laws, your permission to use the Service or Website terminates. User may not otherwise reproduce, sell, publish, distribute, modify, display, or use any Content or portion of this Website without the prior written permission of the Company; provided, however, if the functionality of the Website permits the e-mailing of certain Content or a link through the use of an "e-mail to a friend" (or similar) icon, User may send that particular Content to others by e-mail. User will not infringe upon any Intellectual Property Rights or remove or modify related intellectual property and/or proprietary notices contained in this Website or the Content.

2.3 Registration and Passwords

The Company may or may not at times require a User to have a password and provide registration details to access this Website or portions of this Website. If the Company does require a password and registration details, it shall be a condition of use of this Website that all the details User provides are correct, current, and complete. If the Company believes that the details are not correct, current, or complete, the Company will have the right to refuse User, the use of the Service, access to the Website, or any of its resources, and to suspend and/or terminate User's account. User is responsible for maintaining the confidentiality of any password(s) and registration details User is given to access this Website, and User is fully responsible for all activities that occur under User's password(s) and/or registration details. User agrees to notify the Company immediately of any unauthorized use of User's password(s) and/or registration details. The Company reserves the absolute right, in its sole discretion, not to issue a password to any person or entity.

3. Website and Registration Administration

3.1 Website and Other Information

As a convenience to User, the Company may in its sole discretion include certain content, tools, and resources on this Website regarding Customs, and other third parties that may affect the use of the Service, and/or that may influence the final cost of the Service. The Company has no obligation to provide such third party information on this Website, and User acknowledges that (whether or not such information is provided on this Website) the Company is not responsible for providing any such information or for the accuracy, completeness, legality of the content, tools, and resources on this Website. Moreover, the inclusion of such content, tools, and resources does not constitute professional advice and may not be construed as a means to circumvent applicable laws.

3.2 Third Party Sites and Other Information

As a convenience to User, this Website may contain Content, links, and other information submitted by third parties over whom the Company has no control or responsibility. The Company has no obligation to monitor, control, or restrict the use of this Website or third party websites accessible via links on this Website. These other sites are not under the control of the Company, and User acknowledges that (whether or not such sites are affiliated in any way with the Company) the Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by the Company or any association with its operators. Moreover, the Company has no obligation to verify any Content submitted by any user or third party or to provide any registration or other information to User concerning any Content.

3.3 Authority of Website Administrator

The Company may in its discretion modify, edit, translate, suspend, restrict access to, or terminate the Service and/or this Website, these Terms, the Content, or any link at any time without liability or prior notice. The Company may in its discretion terminate the browsing of, registration with, and use of this Website by any User at any time without liability or prior notice for any reason, including for any breach of these Terms.

4. User Requirements and Obligations

4.1 Compliance

User will comply with all applicable laws in connection with use of the Service and this Website.

4.2 Unsuitable Conduct

User will not engage in conduct on or in connection with the Service or this Website that is illegal, misleading, infringing, defamatory, obscene, offensive, or otherwise objectionable. User will not cause damage, embarrassment, or adverse publicity to the Company.

4.3 User Cooperation and Notification

User will cooperate with all reasonable requests of the Company and will notify the Company promptly upon learning of any actual or suspected breach of these Terms by User or unauthorized use or abuse of the Service or this Website.

4.4 Warranty Disclaimers, Limitations on Liability, and Remedies

All reasonable steps have been taken to ensure the security of your personal information transmitted over the Internet using the Website and the Service. However, there remains the remote possibility of data security violations occurring. In the event of such breaches, the Company, its associates, subsidiaries and affiliates will not be responsible for any damages the User may suffer as a result. The Company and its associates, subsidiaries and affiliates are not responsible in any manner for direct, indirect, special or consequential damages, howsoever caused, arising out of the use of the Website or the Service.

Complete confidentiality and security is not yet possible over the Internet. The Company advises you that the Internet is not a secure medium and privacy cannot be ensured. The Company and its associates, subsidiaries and affiliates will not be responsible for any damages you may suffer if you transmit confidential or sensitive information to us.

The Service and this Website, its Content, and its links are provided on an “as is” and “as available” basis and are used only at the sole risk of User, to the fullest extent permissible by law. The Company disclaims all warranties, express or implied, of any kind, regarding the Service (including its forwarding schedule, clearance schedule, delivery schedules) and this Website (including its Content, hardware, software, and links), including any express or implied warranties as to fitness for a particular purpose, merchantability, title, timeliness, non-infringement, results, accuracy, completeness, accessibility, compatibility, security, and freedom from computer virus. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO USER, THE ABOVE EXCLUSIONS WILL APPLY TO USER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. The Company will not be liable for any damages or losses, including direct, indirect, consequential, special, incidental, or punitive damages, including without limitation damages for lost profits, goodwill, use, data, or other tangible or intangible losses, in connection with use of the Service, the internet, this Website, its Content, or its links, however caused, whether in contract, tort, negligence, strict liability or otherwise, even if the Company has been advised of the possibility of such damages. The Company will not be a party to, and will have no responsibility or liability for, any transaction negotiated or arranged by a User arising in connection with the Service or this Website. In any event, if any of the above provisions in this Section are not enforceable in an applicable jurisdiction, the maximum liability of the Company will be limited to, in the sole discretion of the Company, either the (1) correction or deletion of any inaccurate Content or link; or (2) refund of any fees (excluding Customs Fees) for the Service received by the Company from User.

4.6 Indemnification

User will defend, indemnify, and hold harmless the Company, its officers, directors, employees, and agents, and any of its licensors, website partners, or contractors from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with User's actions or omissions, including use of the Service or this Website, online conduct, breach of these Terms, or dealings or transactions with other persons resulting from use of this Website.

5. Service Requirements and Obligations

5.1 Authorized and Prohibited Uses

User may use the Service for shipment of barrels provided that User's shipments do not violate any laws (including export, transportation, and importation laws) in any relevant jurisdiction.

5.2 Authority to Act as User's Acceptance & Customs Clearance Agent

The Service requires that the Company, its subsidiaries, affiliates, and agents accept, transport, import, and (when applicable) deliver User's shipments. By accepting electronically (for example, by clicking "I Agree"), using this Website, or using the Service, User authorizes the Company, its subsidiaries, affiliates, and agents to act as User's agent for the purpose of acceptance, transportation (whether by own equipment, or by a third party), importation ("Customs Clearance") and delivery of all shipments sent to the Company's Pay N Go facility. Moreover, User acknowledges and authorizes that the Company may make declarations based on the information provided by the User or found within the shipment and can accept valuations on the User's behalf (with or without User's knowledge) if such required information is not available or forthcoming.

5.3 Receiving, Acceptance, and Refusal of User's Shipments

The Company will receive all shipments intended to be delivered to Pay N Go facility for User. Receiving shipments on behalf of User does not constitute the Company's acceptance of the shipment. Acceptance of shipments is subject to inspection by the Company. The Company, is obligated to carry out a visual inspection of the external package. Any damage found will be noted, however the Company is not obligated at this stage to verify the integrity of the contents. User shall not hold the Company liable for damage to the contents of a shipment where the packing was found to be inadequate for the nature of the goods whether the Company ought to have known that such damage was likely to occur or not. The Company may in its discretion refuse any shipment and will notify User promptly of the reason for refusing the shipment. User will cooperate promptly with all reasonable requests of the Company to resolve instances where shipments have been refused. Refused shipments will be held in storage for a maximum of thirty (30) days prior to disposal by the Company.

5.4 Hazardous Materials and Restricted Commodities

The Service may not be used for restricted commodities including hazardous materials, live animals, perishable items, human remains, wet cargo, precious metals, cash, monetary instruments, high value jewellery, manuscripts, etc. Hazardous materials include, but are not limited to explosives; gases (compressed, deeply refrigerated, liquefied or dissolved under pressure); flammable and combustible liquids; flammable solids; substances liable to spontaneous combustion; substances that on contact with water emit flammable gases; oxidizing substances; organic peroxides, poisonous (toxic) and infectious substances; radioactive nuclear substances; corrosives; miscellaneous products, substances or organisms which may reasonably be considered to be dangerous to life, health, property or the environment when handled, offered for transport by air or transported by air; goods that are otherwise by their nature or quantity either singly or collectively are liable to endanger life or imperil property. User may not cause or attempt to cause the Company to receive, inspect or deliver any package containing hazardous materials. Moreover, User will be solely liable for all damages that may arise from any accidents or incidents involving hazardous materials.

5.5 Import Regulations and Restrictions

The User acknowledges that the Company is not in the business of providing professional advice regarding applicable import laws, quotas, restrictions and permit/licensing requirements. User shall consult the services of the competent Authority for advice regarding applicable import laws, quotas, restrictions and permit/licensing requirements and shall obtain any applicable permits/licenses that may be necessary to import such shipments prior to sending such shipments to the Pay N Go facility. User will cooperate with all reasonable requests of the Company to provide permits or licenses where necessary and will notify the Company promptly upon obtaining such permits and licenses. The Company will promptly notify the User upon learning of any actual or suspected breaches of any applicable import laws, quotas,

restrictions and permit/licensing requirements. The Company will not be a party to, and will have no responsibility or liability in cases where User is found in breach of applicable import laws, quotas, restrictions, and permit/licensing requirements. User will notify the Company promptly where User's shipment requires special tax treatments in respect to tax exemptions and tax allowances and shall provide all applicable completed supporting documents to the Company.

5.6 Customs Inspection, Valuation, Clearance, Storage and Disposal

The Service requires that Customs and Border Protection (CBP) and various other external Authorities be given unrestricted access to inspect User's shipments as deemed necessary to safeguard the local border, people, livestock, agriculture, etc. By using the Service, User authorizes CBP, its agents and any other Government Authority, and their agents to inspect User's shipments and if necessary, to detain, confiscate, or destroy shipments that pose a threat to national security. In such cases each User will defend, indemnify, and hold harmless the Company from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with inspecting, detaining, confiscating, storing, and destroying such shipments. The Company will promptly notify the User upon learning of a shipment being detained, confiscated, or destroyed. User will indemnify, and hold harmless the Company and their respective officers, directors, employees, and agents from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with errors or acts of omissions on Customs declarations. Moreover, User will indemnify, and hold harmless the Company for any errors made or acts of omissions made by Customs in respect to valuation of shipments.

5.7 Service Rates and Payment Requirements

The Company's Service rates are subject to change from time to time. Therefore, User is advised to review these rates occasionally or at least every thirty (30) days. The Company will endeavour to post a notice of change to the Service rates for a period of thirty (30) days prior to any such change becoming effective. The Company will invoice the User on a per package basis for the Service in JMD. Invoices are due upon receipt. User will be allowed a fourteen (14) day grace period to settle open invoices, but storage fees will begin to accrue two (2) days after the invoice is delivered to User. Packages/shipments with invoices that are not settled within thirty (30) days of the invoice date will be considered forfeited by the User and will be disposed of at the sole discretion of the Company. User will defend, indemnify, and hold harmless the Company from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with the disposal of forfeited packages/shipments.

5.8 Claims Process and Limitations

User may file a claim on damaged or missing items from a shipment or package. Such claims must be made in writing within three (3) days of delivery to the User. User shall provide supporting documentation to substantiate claims, such as evidence that the item alleged to be missing was in the shipment, and/or evidence of the value of the damaged or missing item. User will cooperate with all reasonable requests of the Company for information pertaining to a filed claim. Where the Company accepts liability in relation to a claim, the Company will reimburse User by cheque or direct deposit.

6. Miscellaneous

6.1 Separate Terms and Conditions

In connection with User's use of particular ancillary Services and/or access to Content contained in certain areas of this Website, it may be necessary for User to consent to policies or terms and conditions in addition to the Terms set forth herein, which User should read carefully before making any use of such Content or areas of this Website. Any such additional terms and conditions will not vary or replace these Terms regarding any use of the Service or this Website, unless otherwise expressly stated.

6.2 Privacy Policy

The Company takes User's privacy seriously and uses the latest in technology, data storage, backups and independent privacy monitoring services to ensure that all transactions are secure and reliable. All information, including passwords, credit card information, purchase history and other vital customer detail is encrypted and safe. All account data is backed up for additional security and to ensure User's peace of mind. The Company does not sell, rent or otherwise distribute the personal information Users provide to third parties of any kind.

6.3 Dispute Resolution; Applicable Law and Forum

With respect to any and all disputes arising out of or in connection with the Service or this Website or these Terms (including without limitation the Privacy Policy), the Company and User agree to negotiate in good faith and undertake

reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. The Company has no obligation to become involved in any dispute between User and any other person. The Service, this Website, these Terms, and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of Jamaica without regard to conflict of law principles in any other jurisdiction.

6.4 Modification of Terms, Etc.

These Terms constitute the complete agreement between the parties with respect to their subject matter and supersede any prior agreement or communication. These Terms are subject to change from time to time and are effective immediately upon posting. The Company will endeavour to post a notice of any changes to these Terms for a period of thirty (30) days following any such modifications. Therefore, User is advised to review these Terms occasionally or at least every thirty (30) days. User's continued use of the Service, this Website, subsequent to the Company's notice of modification of these Terms, shall constitute User's acceptance of the modified Terms. If any provision of these Terms shall be found to be invalid, illegal, or otherwise unenforceable, such finding shall not affect the other provisions of these Terms, or the whole of these Terms, but such provision shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements set forth in these Terms. The parties hereto are separate and distinct, and this agreement is not intended to create and does not create an agency, partnership, or joint venture relationship between the parties nor do these Terms extend to any third party. User's obligations pursuant to these Terms shall survive termination of the Service, this Website, any use of this Website, any Content provided by User on this Website, and/or these Terms.