

ezyCommerce General Terms & Conditions

*These ezyCommerce General Terms & Conditions and the Guidelines referred to below (together, and as may be amended from time to time, these “**General Terms & Conditions**”) set out the terms pursuant to which Quantum Solutions (Australia) Pty Ltd ACN 052 374 606 (“**QS Australia**”) will supply the ezyCommerce Services. By creating an Account and/or using any of the ezyCommerce Services, you agree to be bound by these General Terms & Conditions. If you have created an Account and/or are using the ezyCommerce Services on behalf of a corporation or other entity, you hereby represent and warrant that you are an employee, consultant or agent of such corporation or entity and have due authority to do so, and to enter into these General Terms & Conditions for and on behalf of such corporation or entity. **If you are below the age of 18 years old, you are not eligible to, and must not, create an Account or order the ezyCommerce Services (whether in your own capacity or on behalf of an entity).***

1. DEFINITIONS

In these General Terms & Conditions (and to the extent that it is incorporated into these General Terms & Conditions by reference, the ezyCommerce Website), the following words and expressions shall have the following meanings, unless the context requires otherwise:

- (a) “**Account**” has the meaning given in Clause 2A;
- (b) “**API**” means an application programming interface;
- (c) “**Confidential Information**” has the meaning given in Clause 9A;
- (d) “**ezyCommerce Platform**” has the meaning given in Clause 2A;
- (e) “**ezyCommerce Property**” has the meaning given in Clause 8A;
- (f) “**ezyCommerce Services**” or “**EZC program**” means all services offered by QS Australia and ordered by you through your Account, comprising mainly of the storage and delivery management services managed through a cloud-based software platform as further described at the ezyCommerce Website, and “**EZC**” or “**ezyCommerce**” means (where the context requires) QS Australia as provider of the ezyCommerce Services;
- (g) “**ezyCommerce SKU**” has the meaning given in Clause 6A;
- (h) “**ezyCommerce Website**” means the website at www.ezyCommerce.com/au;
- (i) “**Return Label**” has the meaning given in Clause 7E;
- (j) “**EZC Shipment Label**” has the meaning given in Clause 6A;
- (k) “**General Terms & Conditions**” has the meaning given at the start of these ezyCommerce General Terms & Conditions;
- (l) “**Guidelines**” has the meaning given in Clause 2C;

- (m) **"Intellectual Property Rights"** means any and all patent rights, copyrights, moral rights, trademark rights, trade secret rights and any other form of intellectual property rights recognised in any jurisdiction anywhere in the world, including applications and registrations for any of the foregoing;
- (n) **"Merchant"** or **"you"** shall be references to yourself (if you have created an Account and/or are using the ezyCommerce Services in your personal capacity) or if you have registered on behalf of a corporation or other type of entity, that corporation or entity;
- (o) **"Merchant Customers"** has the meaning given in Clause 7E;
- (p) **"Online Marketplace"** means any ecommerce website (including websites such as www.ebay.com and such other websites as may be specified by QS Australia on the ezyCommerce Website) on which you provide product, product pricing and/or inventory information for users of the website to purchase your products;
- (q) **"Outgoing Deliverer(s)"** has the meaning given in Clause 7D;
- (r) **"Outgoing Delivery Terms"** has the meaning given in Clause 7D;
- (s) **"Parties"** means you and QS Australia;
- (t) **"Personal Information"** has the meaning given in the Privacy Act;
- (u) **"Privacy Laws"** means the *Privacy Act 1988 (Cth)*, and any codes of conduct, recommendations, directives or orders made or issued under such legislation;
- (v) **"Product"** means a product which you have created on the ezyCommerce Platform through your Account, and which has been or will be inbounded into a QS Australia Warehouse as part of the ezyCommerce Services;
- (w) **"Product Loss"** has the meaning given in Clause 12A;
- (x) **"Product Restriction Guidelines"** means those guidelines set out at <http://www.ezycommerce.com/au/inventory-management/product-restriction/> provided that such guidelines are deemed to include any other Products prohibited by Australian law (or, to the extent restrictions apply, those Products to the extent of such restrictions);
- (y) **"Product Return Shipping Services"** has the meaning given in Clause 7E;
- (z) **"QS Australia Warehouse"** means any warehouse located in the Warehouse Territories which is designated by QS Australia as being a warehouse at which your Products are to be inbounded as part of the ezyCommerce Services;
- (aa) **"Registered Email Address"** means the email address which you used to create your Account, or as updated to QS Australia from time to time for the purposes of maintaining the Account;
- (bb) **"Registration Information"** has the meaning given in Clause 2A;
- (cc) **"Service Fees"** has the meaning given in Clause 3A;
- (dd) **"Standard Receiving"** has the meaning given in Clause 6A;

(ee) “**Shipment**” has the meaning given in Clause 6A; and

(ff) “**Warehouse Territories**” means the Commonwealth of Australia.

All dollar amounts stated in these General Terms & Conditions, on the ezyCommerce Website, or in the Guidelines will be in Australian dollars unless otherwise specified.

Unless otherwise provided in these General Terms & Conditions, any references to time in days or business days shall refer to days or business days in Australia (a business day being a day other than a Saturday, Sunday or gazetted public holiday in Australia) will be used.

2. ACCOUNT CREATION AND USE OF EZYCOMMERCE SERVICES.

A. Account Creation and Administration. In order for you to create an account (“**Account**”) to access and use the cloud-based software platform pursuant to which you may order, track and manage the ezyCommerce Services (the “**ezyCommerce Platform**”), you will need to provide QS Australia with primary identifying information which will be an email address and a password. You will register either as an individual or as an entity, and will provide your personal or entity information and contact details (“**Registration Information**”). You agree that you will provide accurate Registration Information and will promptly update such Registration Information as necessary, but in any event no later than 30 days after any applicable change. Upon QS Australia’s acceptance of your request to register for an Account, you will be sent validation and activation instructions. Access to, and use of, your Account is restricted to authorised user(s) only. You agree not to share your password(s), Account information, or Account access information. You are responsible for maintaining the confidentiality of password(s) and Account information, and you are responsible for all activities that occur under your password(s) or Account(s) or as a result of your access to the Account(s). You agree to notify QS Australia immediately of any unauthorised use of your Account. QS Australia shall not be liable for any unauthorised use of your Account. Notwithstanding anything contained in these General Terms & Conditions, QS Australia has sole and absolute discretion in relation to the activation and/or administration of all Accounts.

You will remain liable for all obligations related to your Account even after the Account is closed. You may not close your Account to evade an investigation. If you attempt to close your Account while QS Australia is conducting an investigation, QS Australia may hold your funds and inventory for up to 180 days to protect QS Australia or a third-party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liabilities.

B. ezyCommerce Services. Subject to your compliance with these General Terms & Conditions and the Guidelines, QS Australia shall perform the ezyCommerce Services as ordered by you through your Account, and in accordance with the service levels set out on the ezyCommerce Website (including without limitation at <http://www.ezycommerce.com/au/inventory-management/> and <http://www.ezycommerce.com/au/order-management/>).

The terms of these General Terms & Conditions and the Guidelines are deemed to be incorporated by reference into each and every order you make for ezyCommerce Services through your Account.

C. Guidelines for Use of ezyCommerce Services. QS Australia has defined guidelines that govern your use of the ezyCommerce Services (as may be amended from time to time,

“**Guidelines**”). The Guidelines currently in force for the use of the ezyCommerce Services are available on the ezyCommerce Website and in particular, can be obtained by clicking on the links at the “Help” section of the ezyCommerce Website at <http://www.ezycommerce.com/au/help/>. For the avoidance of doubt, the Guidelines currently in force include but are not limited to the **Product Restriction Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/product-restriction/>), **Packaging Best Practices Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/packaging-best-practices/>), and **Labelling Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/labeling-guideline/>). These Guidelines, any amendments to these Guidelines, and any further Guidelines which QS Australia may introduce in the future, are incorporated into these General Terms & Conditions by reference, and you hereby undertake to comply with these Guidelines.

In the event of any conflict or inconsistency between the main body of the ezyCommerce General Terms & Conditions, Guidelines or the ezyCommerce Website generally, the conflict shall be resolved in the following order of priority: (1) the terms contained in the main body of the ezyCommerce General Terms & Conditions; (2) the Guidelines; and (3) the ezyCommerce Website generally.

QS Australia shall not be obligated to provide you with any of the ezyCommerce Services in the event that you breach the General Terms & Conditions or any of the Guidelines.

You acknowledge that your breach of the General Terms & Conditions or Guidelines may result in you incurring additional fees, costs, charges and expenses, including but not limited to storage charges, duties and taxes, administrative costs and retrieval costs in connection therewith, as well as immediate suspension or termination of the ezyCommerce Services in the sole and absolute discretion of QS Australia. In the event that QS Australia is of the view that you have breached these General Terms & Conditions (including any of the Guidelines), QS Australia will notify you by way of electronic mail to your Registered Email Address.

3. SERVICE FEES AND INVOICING.

A. Service Fees. The fees which shall apply to the provision of the ezyCommerce Services ordered through your Account and any special or additional fees assessed against your Account (including, to the extent applicable, third-party fees and charges such as rates of duty, international brokerage charges, freight charges, insurance premiums or other charges chargeable by third parties) as contemplated by these General Terms & Conditions and/or Guidelines (together, the “**Service Fees**”), shall be as set out on the ezyCommerce Website. Service Fees are subject to change, and such change shall be in the sole discretion of QS Australia, notified to you either via the ezyCommerce Website, or by way of electronic mail to your Registered Email Address.

Quotations for the ezyCommerce Services and Service Fees can be computed using the fee calculator on the ezyCommerce Website. Such quotations are estimates based on the information available at the time they are made and are for informational purposes only. Quotations are thus subject to change without notice and shall not under any circumstances be binding upon QS Australia. The final Service Fees may vary based upon the shipment actually made, the work actually performed, or a number of factors, including but not limited to, actual carrier shipping prices, the actual characteristics of your Product, the delivery address, and services requested during the normal course of delivery. QS Australia shall, and reserves the right to, bill the Service Fees based on actual charges at any time after the ezyCommerce Services are rendered. Due to potential delays beyond the control of QS Australia in the discovery of errors, QS Australia may retroactively assess or adjust

fees, and to make certain aspects of an Account not editable at QS Australia's sole discretion in order to avoid further errors. QS Australia specifically disclaims liability for any shipping rate errors due to inaccurate or incomplete information, including but not limited to, dimensions and weight.

The Service Fees are subject to change in the sole discretion of QS Australia. If any of the Service Fees change, such change will be notified to you either via the ezyCommerce Website, or by way of electronic mail to your Registered Email Address. For the avoidance of doubt, any change in Service Fees shall not apply to ezyCommerce Services which have already been ordered by you prior to the date on which the change has been notified.

Service Fees for storage will become applicable upon the date that Products are delivered to a QS Australia Warehouse for inbounding, regardless of the unloading date or date of issue of warehouse receipt. To stop incurring Service Fees by QS Australia for storage, you must not have any active inventory (including damaged or returned inventory) in any QS Australia Warehouse. Fees are only assessed on Products with active inventory. You will cease to be charged Service Fees for storage after you have outboundted or removed (in accordance with these General Terms & Conditions) all of your Products from all QS Australia Warehouses. Your Account will remain available to you at no charge, unless you request additional ezyCommerce Services.

B. Invoices. QS Australia shall prepare and deliver by way of electronic mail to your Registered Email Address invoices for the Service Fees on a monthly basis in arrears. Such invoices shall state the Service Fees and goods and services tax (GST) or other Transaction Taxes (as defined in Clause 3D) payable pursuant to Clause 3D. Please review these invoices promptly so that QS Australia can work with you in a timely manner should there be a discrepancy or disagreement as to any of the Service Charges.

You agree to pay all Service Fees stated in any invoice within thirty (30) days from the date of that invoice, failing which you agree to and shall pay QS Australia interest at the rate of twelve per cent (12%) per annum from the due date until the date of full payment.

If you, in good faith, dispute an invoice in whole or in part, you must submit a written notice of such dispute to QS Australia, together with supporting documentation (to the reasonable satisfaction of QS Australia) to substantiate such dispute, within thirty (30) days after the date of the invoice. QS Australia shall not review requests for Service Fee adjustments that are received after this thirty (30) day period. The Parties shall cooperate to investigate the dispute and will use reasonable endeavours to resolve it within fourteen (14) days of the receipt by QS Australia of such written notice. In the event that a dispute is discovered to be as a result of an error by QS Australia, QS Australia shall waive the twelve per cent (12%) per annum late payment interest on the disputed amount.

Should you require QS Australia to deliver hardcopy invoices, you agree to and shall bear all charges reasonably incurred for the printing and delivery of such hardcopy invoices, including third party charges, if any.

C. General Lien. Without prejudice to Clause 3E below, QS Australia shall have a general lien against all the Products stored at the QS Australia Warehouses and on the proceeds thereof for any and all Service Fees due and owing to QS Australia as well as any reasonable expenses incurred by QS Australia for the preservation of the Products or their sale pursuant to applicable law. QS Australia further claims a general lien against all Products stored by you in any other warehouse affiliated with QS Australia or its affiliates wherever located and whenever deposited, for all Service Fees due and owing to QS Australia.

For the avoidance of doubt, in the event that QS Australia is enforcing the general liens referred to above, it may at its discretion choose not to provide any of the ezyCommerce Services in relation to the Products to which the general lien is being exercised, including order fulfilment or shipping services.

D. Taxes. You acknowledge and agree that all Service Fees and any other rates or amounts charged by QS Australia to you hereunder are exclusive of applicable value added, sales/use or goods and service taxes ("**Transaction Taxes**") which may be levied in connection with the supply by QS Australia of the ezyCommerce Services to you. Where applicable, you shall pay all Transaction Taxes arising in respect of the Service Fees or other amounts charged by QS Australia to you.

E. Abandoned Account and Liquidation. If your Service Fees remain unpaid for a period of more than ninety (90) days, QS Australia may, at its sole and absolute discretion, reclassify your Account as an "**Abandoned Account**". Upon an Account becoming an Abandoned Account, all rights to ownership of the Products shall immediately be forfeited by you in favour of QS Australia. Products stored at any QS Australia Warehouse shall become immediately and irrevocably unavailable to you, and proceedings to liquidate your Account ("**Liquidation Proceedings**") would begin. You agree that the Products would be free and clear of liability, and that you would assume any liability thereof. You would have no rights to the proceeds from the Liquidation Proceedings, except to the extent that these exceed the outstanding Service Fees which remain unpaid, as well as any costs and expenses of the Liquidation Proceedings. You would also remain liable for any outstanding Service Fees and/or costs and expenses of the Liquidation Proceedings which remain unpaid, to the extent that these exceed the proceeds from the Liquidation Proceedings.

4. WEBSITE INTEGRATION AND THIRD PARTY SOFTWARE.

A. Integration with Online Sales Channels. You may, at your option, choose to provide QS Australia with your credentials or log-in details to any Online Marketplace or ecommerce platforms (such as, to the extent that QS Australia has confirmed that this is possible, Shopify), shopping cart, PoS, or other online sales channel which you use (collectively, "**Online Sales Channels**") which QS Australia has stated is compatible with the ezyCommerce Platform, so as to allow QS Australia to use reasonable endeavours to integrate the ezyCommerce Platform with such Online Sales Channels for the purposes of providing the ezyCommerce Services. Further details of how the ezyCommerce Platform can be integrated with various Online Sales Channels, and the Online Sales Channels with which the ezyCommerce Platform can be integrated, are set out on the ezyCommerce Website.

B. Third Party Software. QS Australia, developers and third-parties may offer connections to external channels and web services ("**Connections**"). Any third party API or software application you use to connect to ezyCommerce Services or to the ezyCommerce Website, or related to the ezyCommerce Services ("**Third Party Software**") is solely subject to any third party software provider software licenses. QS Australia does not own, control or have any responsibility or liability for any Third Party Software. QS Australia is not responsible for translation issues, held orders, or any other issues related to communication with Connections. In addition to strongly recommending frequent testing, QS Australia also provides the ability for transmitted orders to be held before being sent to the QS Australia Warehouse. It is your responsibility to investigate all these features, set them up properly, do any testing, and inquire with QS Australia about any questions or concerns before

commencing to use the ezyCommerce Services to fulfil orders. QS Australia recommends that any testing be done in small batches or individual orders. QS Australia is not responsible for e-commerce tool order submission errors or order clean-up.

5. ACCEPTABLE USE OF EZYCOMMERCE SERVICES.

A. Prohibited Products You acknowledge and agree that any products which violate the **Product Restriction Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/product-restriction/>) are not eligible to be Products.

You agree that you shall not in any circumstances attempt to inbound an item which is not a Product that has been created on the ezyCommerce Platform, or which is not eligible for inbounding pursuant to this Clause.

In the event that any items are not eligible for inbounding to a QS Australia Warehouse pursuant to this Clause, QS Australia shall have the right to reject such items for inbounding. QS Australia shall also have the right to reject any Products which are not labelled in accordance with the **Labelling Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/labelling-guideline/>).

B. Restricted Activities. When using the ezyCommerce Platform, the ezyCommerce Services, the ezyCommerce Property and the ezyCommerce Website, you agree that you will not undertake any of the following:

- (i) breach the General Terms & Conditions, the Outgoing Delivery Terms (as defined in Clause 7D), or any other Guidelines;
- (ii) violate any applicable law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination, false advertising, health and/ or safety legislation, or road/ transport/ safety laws or similar);
- (iii) infringe QS Australia's or any third party's copyright, patent, trademark, trade secret or other Intellectual Property Rights, or rights of publicity or privacy (including but not limited to any applicable data protection laws of Australia, or any similar statute or regulation under applicable law);
- (iv) act in a manner that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
- (v) provide false, inaccurate or misleading information;
- (vi) send or receive what QS Australia reasonably believes to be potentially fraudulent funds or goods;
- (vii) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- (viii) use an anonymising proxy;
- (ix) use the ezyCommerce Services to test shipping behaviours;

- (x) have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the ezyCommerce Services;
- (xi) use your Account or the ezyCommerce Services in a manner that PayPal, Visa, MasterCard, American Express, Cybersource or any major payment gateway service provider may reasonably believe to be an abuse of the credit card or payment gateway systems or a violation of credit or payment card association, payment gateway service provider or PayPal rules;
- (xii) take any action that imposes an unreasonable or disproportionately large load on QS Australia's or the EZC program infrastructure;
- (xiii) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information in relation to the ezyCommerce Platform, ezyCommerce Website, ezyCommerce Property or ezyCommerce Services;
- (xiv) use any robot, spider, other automatic device, or manual process to monitor or copy the ezyCommerce Platform, ezyCommerce Property, ezyCommerce Website or ezyCommerce Services;
- (xv) use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with the ezyCommerce Platform, ezyCommerce Property, ezyCommerce Website or ezyCommerce Services;
- (xvi) take any action that may reasonably be expected to cause QS Australia or its affiliates to lose services from its internet service providers, shippers, or other suppliers; or
- (xvii) control an Account that is linked to another Account that has engaged in any of the above.

6. REQUIREMENTS FOR INBOUNDING OF PRODUCTS.

A. Requirements for Standard Receiving of Products. QS Australia has established receiving requirements for Products to be inbounded at the QS Australia Warehouses. If these requirements are not met, you may incur additional fees from QS Australia, as set forth below. A "Standard Receiving" is one where:

- (i) each Product to be inbounded has an EZY-SKU label in a format either generated using the ezyCommerce Platform or specified in writing by QS Australia as being compatible with the ezyCommerce Services (collectively "**ezyCommerce SKU Labels**") and in conformance with the **Labelling Guidelines** set out at <http://www.ezycommerce.com/au/inventory-management/labeling-guideline/>. Such ezyCommerce SKU Labels of which will include a stock keeping unit ("**SKU**") number which is either generated using the ezyCommerce Platform or specified in writing by QS Australia as being compatible with the ezyCommerce Services. You acknowledge and agree that in the event a Product is not labelled in accordance with this Clause 6A(i), delays may result and the service levels that would otherwise apply to a Standard Receiving will not apply. You further acknowledge that additional Service Fees and charges may apply;
- (ii) each parcel, pallet and container associated with a receiving of Products ("**Shipment**") has a legible shipment label generated using the ezyCommerce Platform ("**EZC Shipment Label**") securely affixed to it in conformance with the **Labelling Guidelines** set out at

<http://www.ezycommerce.com/au/inventory-management/labeling-guideline/> and which contain the following information:

- (a) “ship from” address;
- (b) “ship to” address;
- (c) advance shipment notification (“**ASN**”) number with barcode; and
- (d) shipping plan name and other special instructions on the type of SKU and any value added services required upon receiving.

You acknowledge and agree that in the event a Shipment is not labelled in accordance with this Clause 6A(ii), delays may result and the service levels that would otherwise apply to a Standard Receiving will not apply. You further acknowledge that additional Service Fees and charges may apply;

- (iii) the Shipment is delivered within fifteen (15) business days of the date on which the Shipment is created on the ezyCommerce Platform;
- (iv) the actually received Product quantities, dimensions and weights for each Shipment (as determined by QS Australia when it actually inspects the Shipment at the time it receives such Shipment at the QS Australia Warehouse) match what you reported through the ezyCommerce Platform;
- (v) for Shipments being sent to a QS Australia Warehouse, the estimated arrival date is properly indicated on your ezyCommerce Account dashboard before the Shipment arrives at the QS Australia Warehouse. Shipments arriving on days other than the estimated arrival date may not be measured under the standards for receiving set out on the ezyCommerce Website;
- (vi) each individual Product must be properly packaged with an ezyCommerce SKU Label on the packaging, corresponding with the relevant Product SKU details in your Account;
- (vii) Products in each Shipment must be well organized, boxed and/or stacked; and
- (viii) Shipments weighing more than 30 kg or greater than 120 cm in length and girth must be delivered on a pallet. Pallet weight must not exceed 1,000 kg. Pallet dimensions must be no more than 100 cm length x 120 cm width x 150 cm height. The skid or base will be included in the gross weight of the piece and must be furnished by you or additional charges may apply to pallet/skid your inventory.

You must comply with all the above before sending Shipments of inventory to QS Australia. A Standard Receiving involves inventory that is correctly labelled, packaged and marked before it arrives at the QS Australia Warehouse. You must also comply with all applicable laws, including those governing packing, marking and labelling for all shipments.

QS Australia shall not be responsible for segregating inventory by production date. If this is required, QS Australia recommends that you create a unique SKU for each production. Use of lot control tracking is not currently available as part of the ezyCommerce Services. When an order is received for inventory in a QS Australia Warehouse, QS Australia will pick and pack the orders on a first in first out (i.e. FIFO) basis.

In the event that you have multiple Accounts, it is your responsibility to ensure that QS Australia is notified of incoming Shipments from the correct Account, and to send orders through the correct

Account. If inventory is incorrectly sent through the wrong Account, your sole remedy is to submit an order for inventory in the first Account, notify of incoming inventory in the second Account, and pay all corresponding fees in both Accounts. QS Australia is not responsible for issues related to a business using multiple Accounts.

B. Receiving Security Deposits. There is a base cost to receive inventory into the QS Australia Warehouses (“**Receiving Cost**”). In the event that there are additional fees or charges associated with receiving of Shipments which do not constitute Standard Receiving, these fees or charges shall be in addition to the Receiving Costs. While not specifically stated in our pricing, Receiving Costs are generally included with our standard per item outbound handling fees.

QS Australia, at its sole discretion, may require a deposit (“**Receiving Security Deposit**”) to cover inventory arriving at a QS Australia Warehouse. Volume usage of ezyCommerce Services may result in a requirement of a Receiving Security Deposit to fund your Account. This shall only be a deposit of funds and not a receiving fee. The Receiving Security Deposit will be applied to your Account as you order QS Australia’s ezyCommerce Services to ensure adequate funds are available to cover the base cost to receive the associated inventory. Receiving Security Deposits are held as credit against your Account and can be used to pay for the ezyCommerce Services.

C. Receiving Accuracy & Disclaimers. Once a Product is received by QS Australia at a QS Australia Warehouse, QS Australia shall inspect and determine the dimensions and weight for the Product, such determination of which shall, in the absence of manifest error, be conclusive.

Notwithstanding the foregoing, QS Australia is not obliged to audit for the accuracy of Product dimensions and/or weights. QS Australia will typically only validate Product weights and dimensions the first time that a Product is received at a QS Australia Warehouse. After the first receipt, QS Australia may “spot audit” reported Product characteristics for accuracy. QS Australia specifically disclaims responsibility for the accuracy of Product attributes (weight and dimensions) which you enter into the ezyCommerce Platform.

You are responsible for the accuracy of Product attributes. You will provide QS Australia with information concerning the stored inventory which is accurate, complete and sufficient to allow QS Australia to comply with all laws and regulations concerning the storage, handling and transporting of the stored inventory.

QS Australia may, in its sole discretion, determine that a product which is otherwise prohibited under Clause 5 is conditionally acceptable on a case-by-case basis, subject to additional terms to be agreed to between QS Australia and yourself. Should you fail to obtain approval prior to shipping such products to QS Australia, such products may be subject to additional Service Fees and charges and your Account may be suspended or terminated in accordance with these General Terms & Conditions.

Shipments must be prepared or packed to ensure safe carriage with ordinary care in handling, and fragile, hazardous or potentially dangerous goods must be identified. Should QS Australia be required to provide additional paperwork or information to receive one or more of your Products, additional Service Fees and charges may apply.

7. REQUIREMENTS FOR STORAGE AND SHIPMENTS.

A. Limited Access to and Removal of Inventory. All Products which have been received by QS Australia at a QS Australia Warehouse shall be unavailable for inspection, exchange or pickup by you without your issuing a removal order through your ezyCommerce Account dashboard. Service Fees will apply for each removal order issued, and will be notified to you through

your ezyCommerce Account dashboard. For the avoidance of doubt, you are solely responsible for collecting the Products from the QS Australia Warehouse after the removal order has been issued, in accordance with the Guidelines set out at <http://www.ezycommerce.com/au/inventory-management/inventory-management-faq/>. Further details on how to issue a removal order can be found at <http://www.ezycommerce.com/au/inventory-management/inventory-management-faq/>. QS Australia may move Products within a QS Australia Warehouse or between other QS Australia Warehouses without providing you prior notice, although if the QS Australia Warehouse at which Products are stored changes, QS Australia will notify you of such change as soon as is reasonably practicable.

You are not permitted to visit any QS Australia Warehouse. Each QS Australia Warehouse is a secured facility and not open to the public.

B. Return of Dangerous Inventory. Even after products have been received and inbound at a QS Australia Warehouse, QS Australia may return at your cost any products it deems unfit, dangerous, requiring special attention, in breach of Clause 5 or as otherwise interfering with QS Australia's normal operations. The return of such products will generally be treated as a normal outbound order for the purposes of determining the handling charges which should apply for such returns. However, if products are returned to you because they are damaged (other than through the negligence or default of QS Australia or its affiliates), and such products require special inspection or deconstruction (e.g. removing batteries for safety reasons), these may incur additional handling charges. Products returned pursuant to this Clause 7B shall be returned to the billing address listed in your Account. If you have not provided a valid address or no address is available for any reason, QS Australia may liquidate your inventory in the manner contemplated by Clause 3E, or in its absolute discretion, dispose of such inventory as it deems fit.

C. Defective Packaging. Where you provide pre-packaged Products, QS Australia may determine that because your packaging is inadequate for shipping due to its non-compliance with the **Packaging Best Practices Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/packaging-best-practices/>), an external box (or other appropriate packaging) is required. QS Australia may, at its sole discretion, offer an external box and packaging solution for an additional fee, or return the Products to you at your cost.

Prior to sending any Products to QS Australia, it is strongly recommended that you (i) check the Product and packaging for "shippability", and (ii) send a small sample to QS Australia, and ship it back to yourself, to confirm "shippability".

D. Using ezyCommerce Services to Ship Products. Where you order shipping services (including the Product Return Shipping Services as defined at Clause 7E below) for the Products through your Account, QS Australia shall procure one of its delivery agents (which could include (a) Couriers Please Pty Ltd or (b) Australia Post (as provider of AP e-Parcel, AP e-Parcel EXPRESS or regular mail services)) (the "**Outgoing Deliverers**", and each an "**Outgoing Deliverer**") to ship the Products to the relevant shipping address. Further, each of the Outgoing Deliverer may sub-contract the provision of certain of the Services in this Schedule to one or more of its affiliates, sub-contractors or agents.

The shipping services will be provided in accordance with the terms and conditions of carriage implemented by Couriers Please Pty Ltd (the "**Outgoing Delivery Terms**") found at <http://www.couriersplease.com.au/> (the "**CouriersPlease Website**") as amended from time to time, except that all references to "CouriersPlease", "Carrier" or any similar reference therein shall be deemed to be references to QS Australia rather than Couriers Please Pty Limited and all references to "Customer" or similar reference shall be deemed to refer to you. It shall be your responsibility to review such Outgoing Delivery Terms consistently for any updates and revisions to the Outgoing Delivery Terms and it is further agreed that any updates or revisions to the Outgoing Delivery Terms shall be deemed to be incorporated into these General Terms & Conditions by reference, *mutatis mutandis*, without the need to follow any further notice procedure or agreement of the Parties.

Notwithstanding anything on the CouriersPlease Website or in the Outgoing Delivery Terms however, you shall be charged for such services in accordance with Clause 3A of the General Terms & Conditions, and this Clause 7.

In the event of any inconsistency between any Outgoing Delivery Terms and these General Terms & Conditions, these General Terms and Conditions shall prevail, but only to the extent of such inconsistency only.

E. Using ezyCommerce Services to Ship Product Returns. You may, through your Account, order shipping services ("**Product Return Shipping Services**") for the delivery to you of Products which have already been delivered to your customers ("**Merchant Customers**") using the ezyCommerce Services, which you have accepted for return. For the avoidance of doubt, the Product Return Shipping Services may not be used to deliver returned Products to a QS Warehouse for receiving or inbound, and may only be used to deliver returned Products to you. If you wish to inbound returned Products at a QS Australia Warehouse, you will need to initiate a new Product inbound process in accordance with these General Terms & Conditions. Our procuring the provision of Product Return Shipping Services shall be subject to the address to which you would like the returned Product to be delivered to, being a shippable address as contemplated by Clause 7F(b). For the avoidance of doubt, shipping services will not be available for deliveries to non-official, non-regularised addresses (e.g., an address located at a slum).

The Merchant Customer shall be responsible for initiating the return process through <http://parcelpoint.com.au/>, and shall be responsible for dropping off the Product at one of the ParcelPoint locations in Australia (the locations of which can be found at <http://parcelpoint.com.au/>) in accordance with the email instructions ("**Return Drop-Off Instructions**") provided to you for transmission to the Merchant Customer, or to the Merchant Customer directly (as the case may be), in order for QS Australia to be able to provide the Product Return Shipping Services. The packaging for each Product in relation to which Product Return Shipping Services are provided must be labelled with a legible ParcelPoint return label ("**Return Label**") before being dropped off in accordance with the Return Drop-Off Instructions. For the avoidance of doubt, the Product Return Shipping Services do not include collection of the returned Products from Merchant Customers.

Further details in relation to the Product Return Shipping Services are set out at <http://www.ezycommerce.com/au/order-management/managing-returns/>.

For the avoidance of doubt, none of QS Australia, its sub-contractors or agents shall be responsible for providing any quality control or returns eligibility checking services in relation to the Products returned using the Product Return Shipping Services. You are solely responsible as merchant to verify that the Product to be returned by the Merchant Customer meets your criteria for returns eligibility, and any risk that the Product has been damaged or altered by the Merchant Customer or does not comply with your returns eligibility criteria, shall be borne entirely by yourself. QS Australia strongly recommends that you take steps to ensure that a Product meets your returns eligibility criteria before ordering Product Return Shipping Services.

F. Additional Terms for Shipping. Without prejudice and in addition to any of the Outgoing Delivery Terms (which for the avoidance of doubt, you shall be bound by), you agree to be bound by the following terms:

- (a) Weight and Dimensions of Products. When you create new Products through your Account, you must enter accurate weight and product dimensions. If the inputted weight or dimensions are less than the actual Product, shipping estimates will be lower and when the actual shipping price is incurred, your Account will be back-billed the difference. If your shipping weights and dimensions are greater than the actual Product, QS Australia may at its discretion overpay its Outgoing Deliverer (as the case may be) the shipping fees for their services without notifying you of the overpayment. QS Australia will not be responsible for refunds for overpayment of shipping fees due to inaccurately entered Product weight or dimensions. If you do not know your exact product weight and dimensions, you may contact ezyCommerce client services and

submit a special request to measure the relevant Products for weight and dimensions. All shipping costs quoted are estimates until billed by carriers. QS Australia may edit dimensions and weight at its sole discretion to reflect actual packing requirements and to ensure shipping fees are calculated accurately.

- (b) Shippable Addresses. You are responsible for the accuracy and deliverability of order shipping addresses. If QS Australia provides an order shipping estimate on the basis of an address later discovered to be inaccurate or incomplete, you are responsible for any applicable address correction fees, or for any difference in shipping cost due to differences between the address you provided and the actual address. Examples of discrepancies for which you may be responsible include but are not limited to incomplete addresses.
- (c) International Shipping. QS Australia will, through the carrier services offered by its Outgoing Deliverers, offer international shipping from the QS Australia Warehouses on a commercially reasonable efforts basis. If such carrier services do not ship to a certain territory, QS Australia shall not be obliged to procure that the Products are shipped to that territory. QS Australia may charge any applicable additional fees associated with international shipping. For international documentation or per shipment handling fees for any international shipments, QS Australia will use commercially reasonable efforts to display these in the shipping estimates displayed through the fee calculator on the ezyCommerce Website.
- (d) Shipping Quotations are Estimates Only. Quotations accepted through the fee calculator on the ezyCommerce Website are estimates based on the information you have supplied. Your final shipping charge may differ based on carrier shipping prices, the actual characteristics of your product, the shipping address, and services requested during the normal course of delivery. QS Australia specifically disclaims liability for any shipping rate errors due to information you have supplied, such as dimensions and weights you have entered into our system.
- (e) Conditions of Transportation. QS Australia assumes no obligation to commence or complete transportation of a shipment within any specific period. QS Australia will determine the routing of each shipment, including the mode of transportation used, and may use air transportation, ground transportation, ocean transportation or any combination thereof in providing shipping services. QS Australia may divert any shipment in order to facilitate its delivery. QS Australia shall have a reasonable time to make delivery after an order for inventory to be shipped out is made and shall have a minimum of ten (10) business days after receipt of a delivery order in which to locate any misplaced inventory.
- (f) Provision of Services Subject to Payment of Fees. All instructions and requests for shipping of Products are received subject to satisfaction of all charges, liens and security interests of QS Australia with respect to the inventory whether for accrued charges, unpaid fees, or advances or otherwise.
- (g) Superior Interests. QS Australia may require, as a condition precedent to delivery, a statement from you holding QS Australia harmless from claims of others asserting a superior right to you to possession of the Products. Nothing herein shall preclude QS Australia from exercising any other remedy available to it under applicable law to resolve conflicting claims to possession of Products.
- (h) Undeliverable Shipments/Returns. QS Australia can only receive Products with a proper ezyCommerce SKU Label attached. Products returned directly to QS Australia without a proper ezyCommerce SKU Label will either be refused or discarded without notice to you. In the case of an undeliverable shipment being returned to the QS Australia Warehouse, QS Australia will attempt to trace the return to its order and process it as a return. It is your responsibility to submit deliverable orders, and to ensure returns are handled properly. Further, you agree that the condition of a return is subjective, and that QS Australia is in no way liable

for inspection, or for storing, handling, disposing of, or re-shipping returns that appear damaged. For the avoidance of doubt, QS Australia only accepts non-deliverable returns in the QS Australia Warehouse. QS Australia does not accept deliverable returns (returns that are sent by your customers) for inbounding into the QS Australia Warehouses.

- (i) Shipment orders cannot be cancelled. Once submitted through the ezyCommerce Platform, orders to ship Products (including orders for Product Return Shipping Services) are not editable or cancellable. It is your responsibility to manage orders, and hold, edit or cancel orders prior to submission through the ezyCommerce Platform. If QS Australia, at its sole discretion, attempts to edit or cancel an order on your behalf after submission, this will be done on a “commercially reasonable efforts” basis, and where successful, could result in additional fees or charges being incurred.
- (j) Compliance with Australian laws. You acknowledge and agree that you are responsible for complying with any applicable Australian law requirements as they may relate to your use of any of the services provided by QS Australia, including but not limited to any applicable health and safety legislation or road/ transport/ safety laws or similar.

8. INTELLECTUAL PROPERTY.

A. ezyCommerce Property. For purposes of these General Terms & Conditions, “**ezyCommerce Property**” shall mean (a) QS Australia’s methodology for the provision of ezyCommerce Services, the ezyCommerce Platform and the ezyCommerce Website; (b) QS Australia’s ideas, the ezyCommerce Website, processes, code, technology, software, copyrights, logos, domain names, patents, trade secrets, trademarks, products and materials; (c) any content, documents or other materials made available to you by QS Australia online via the ezyCommerce Website or such other website or webpage notified by QS Australia to you from time to time, providing user instructions for the ezyCommerce Services (including without limitation, the Guidelines); and (d) any business analytics reports prepared by QS Australia (whether provided directly to you through your Account, on the ezyCommerce Website or otherwise). QS Australia and its affiliates hereby retain all Intellectual Property Rights in and to the ezyCommerce Property. Any rights not expressly granted herein to the ezyCommerce Property shall be retained by QS Australia and its affiliates. You acknowledge that all Intellectual Property Rights, titles and interests to the ezyCommerce Property are solely owned by QS Australia and its affiliates.

B. Additional Restrictions. Other than as expressly permitted in these General Terms & Conditions, you shall not (and you shall not permit others), directly or indirectly, to modify, translate, decompile, disassemble, or reverse engineer any part of the ezyCommerce Property, or otherwise to attempt to discern the functioning or operation of the ezyCommerce Website, ezyCommerce Platform or ezyCommerce Services, or to copy, to rent, to lease, to distribute, or to otherwise transfer any or the rights that you receive pursuant to these General Terms & Conditions. For the avoidance of doubt, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dresses of QS Australia and its affiliates and you shall not copy, imitate, or use them without QS Australia’s express prior written consent. You may use word only HTML logos provided by QS Australia through our merchant services, auction tools features or affiliate programs without prior written consent solely for the purpose of directing web traffic to the ezyCommerce Website. You shall not alter, modify or change such word only HTML logos in any way, use them in a manner that is disparaging or otherwise adverse to QS Australia and its affiliates, the ezyCommerce Platform, the ezyCommerce Property, the ezyCommerce Website or the ezyCommerce Services, or display them in any manner that implies QS Australia’s sponsorship or endorsement.

You shall not (and shall not permit others to): (i) use any robot, spider, scraper or other automated means to access the ezyCommerce Website, ezyCommerce Platform or ezyCommerce Services for any purpose without QS Australia's express written consent, (ii) interfere or attempt to interfere with the proper working of the ezyCommerce Website, ezyCommerce Platform, any activities conducted thereon or the ezyCommerce Services, or (iii) bypass any measures QS Australia may use to prevent or restrict access to the ezyCommerce Website, ezyCommerce Platform or the ezyCommerce Services.

C. Merchant Property. No Confidential Information obtained by QS Australia from you shall become ezyCommerce Property. All materials provided by you in the course of using the ezyCommerce Services shall be deemed "**Merchant Property**" for purposes of these General Terms & Conditions. You grant to QS Australia a non-exclusive license to use the Merchant Property solely as needed to provide the ezyCommerce Services. No other licenses, express or implied, under any intellectual property rights are granted by you to QS Australia under these General Terms & Conditions.

D. Data Security. The ezyCommerce Services are currently provided from Australia. Registration Information, Account information and other data ("**Merchant Data**") is currently stored and processed in Australia. QS Australia has implemented and will maintain appropriate physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorised access, alteration or disclosure of Merchant Data. QS Australia will use reasonable efforts to promptly notify you of any unauthorised access to, or use of, Merchant Data that comes to QS Australia's attention. You must immediately notify QS Australia of any suspected security breach at support@ezycommerce.com, followed by contacting the merchant services team at +65 6229 5979.

E. Privacy. In the course of providing the ezyCommerce Services, QS Australia will collect and use Personal Information as permitted by Privacy Laws. QS Australia is not liable for any failure to perform any service where that service would result in a failure by QS Australia to comply with any Privacy Law.

9. CONFIDENTIAL INFORMATION.

A. Meaning of Confidential Information. You acknowledge that in the course of using the ezyCommerce Website, ezyCommerce Services or the ezyCommerce Platform, you may receive information from QS Australia or its affiliates that is marked, labelled or otherwise designated as confidential or proprietary, or that you know or can reasonably be expected to know, is confidential due to the circumstances surrounding the disclosure ("**Confidential Information**"). Confidential Information includes, but is not limited to, information of a business, commercial, technical, financial, computing, personal, marketing or consulting nature relating to the ezyCommerce Property, ezyCommerce Services, ezyCommerce Platform and the ezyCommerce Website and/or QS Australia and its affiliates which would be considered by a reasonable business person to be unique, secret and confidential, or which constitutes proprietary or trade secrets of QS Australia, regardless of form, format or media.

B. Confidentiality Obligations. Upon receiving Confidential Information, you agree to keep in confidence and shall not disclose to any person or entity, or use, any of the Confidential Information

disclosed by QS Australia or its affiliates, except as otherwise provided by the terms and conditions of these General Terms & Conditions. You agree to exercise the same degree of care to guard against disclosure or use of such information, as you employ with respect to your own Confidential Information, but in any event, not less than reasonable care. You shall make the Confidential Information disclosed by QS Australia or its affiliates available only to those of your employees, officers, directors, agents and advisors having a "need to know" ("**Authorised Person(s)**"). Further, you shall not and shall further procure that all your Authorised Persons shall not make any other use of the Confidential Information for their own benefit or that of any third party except for the purposes of using the ezyCommerce Services nor make unnecessary copies of the same without the prior written approval of QS Australia.

C. Exclusion. Information that is subject to one of the exclusions below shall not be Confidential Information. The exclusions include the following: (i) information that enters the public domain, other than by breach of these General Terms & Conditions, (ii) information known to you on a non-confidential basis prior to disclosure pursuant to these General Terms & Conditions, or received by you without restriction from a third party, (iii) information that has been lawfully disclosed to you by a third party without an obligation of confidentiality (iv) information published or otherwise made known to the public by QS Australia or its affiliates, or (v) information that is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of a statutory or regulatory authority or stock exchange or order of a relevant court of law provided that you shall provide QS Australia with prompt written notice, unless such notice is prohibited by applicable law, of such request or requirement so that QS Australia may seek a protective order or such other appropriate remedy as it deems fit.

D. Return or Destruction of Confidential Information. All written Confidential Information or any part thereof (including without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials as are in your possession, power or control shall, to the extent practicable, be returned to QS Australia or destroyed by you, when requested by and at the option of QS Australia. You shall thereafter make no further use of nor retain such Confidential Information in any form whatsoever.

E. Non-transactional Merchant Information. Other than transaction information absolutely required for QS Australia to provide, or for you to use the ezyCommerce Services, QS Australia does not require any of your proprietary information ("**Non-transactional Merchant Information**"). You agree not to provide QS Australia with any Non-transactional Merchant Information, including, but not limited to, prototypes of new products, without QS Australia's express prior written consent. In the event that you send such Non-transactional Merchant Information to QS Australia without QS Australia's prior written consent, then QS Australia shall not be obligated to treat such information as Confidential Information.

F. Aggregated Merchant Information. Subject to these General Terms & Conditions, you hereby acknowledge and agree that QS Australia may compile aggregate results from all of, or a selection of your use of the ezyCommerce Services, provided that QS Australia shall not disclose any information that would individually identify you ("**Aggregated Information**"). Such Aggregated Information shall be deemed to be QS Australia's Confidential Information. You also hereby agree that QS Australia may review and use your individual use of the ezyCommerce Services in order to provide ezyCommerce Services to you, to evaluate QS Australia's provision of the ezyCommerce Services, and to improve QS Australia's service offerings.

10. INDEMNITY.

You agree to indemnify and keep QS Australia indemnified on demand against any claim, action, suit, regulatory action, enforcement or proceeding brought or threatened to be brought against QS Australia by a third party in relation to QS Australia's performance of the applicable ezyCommerce Service(s), arising out of any breach of your obligations under these General Terms & Conditions and/or the Guidelines and to pay QS Australia damages, penalties, costs (including attorneys' fees) and interest in connection with such claim, action, suit or proceeding.

11. DISCLAIMERS AND CLARIFICATIONS.

A. Disclaimer of Implied Warranties. While QS Australia will endeavour to provide the ezyCommerce Services in accordance with these General Terms & Conditions, the ezyCommerce Services, the ezyCommerce Platform, the ezyCommerce Property and the ezyCommerce Website are provided on an "as is" and "as available" basis. QS Australia expressly disclaim all warranties or conditions of any kind, whether express or implied, including, but not limited to, any implied warranties, terms or conditions in respect of merchantability, fitness for a particular purpose or non-infringement of the ezyCommerce Services, the ezyCommerce Property (including without limitation, any business analytics reports prepared by QS Australia), the ezyCommerce Platform, the ezyCommerce Website and any third party services. The use of the ezyCommerce Services, the ezyCommerce Platform, the ezyCommerce Property or the ezyCommerce Website, or related third party services is at your own risk.

B. Ownership and Responsibility for Inventory. You acknowledge and agree that QS Australia is not the merchant of record and/or the importer or exporter of record for any of the Products or any other items in relation to which you use the ezyCommerce Services. You further acknowledge and agree that QS Australia shall not be held liable for complying with any of your instructions given in relation to the Products or the ezyCommerce Services, the ezyCommerce Platform, or the ezyCommerce Website. You further acknowledge and agree that QS Australia does not inspect your Products and QS Australia does not have any responsibility for the business decisions that you make and in the course of your using the ezyCommerce Services, the ezyCommerce Platform, or the ezyCommerce Website. For example, QS Australia cannot control or ensure that your customers remit payment for your Products in accordance with your agreement with them.

C. Customs Clearance for Imports. You acknowledge and agree that QS Australia is not liable for any duties, customs or fees related to the importing of Products (including to the extent applicable, through the provision of the Product Return Shipping Services) into the Warehouse Territories. Where applicable and where the relevant ezyCommerce Services in relation to shipping have been ordered, QS Australia's authorised carrier may act as the freight forwarder who will clear customs inspections and pay duties on your behalf. You must be the ultimate consignee, and take responsibility for your Products clearing any customs, government or carrier inspections. You must have the requisite tax identifications and business registrations for your inventory as required by the applicable laws of the Warehouse Territories.

All imports should come Delivered Duty Paid (DDP) and must have copies of all relevant customs forms enclosed. Where a Shipment (as defined in Clause 6A) is delivered to a QS Australia Warehouse and customs, duties or fees are applicable to the Shipment, QS Australia may at its

option refuse entry of the Shipment into the QS Australia Warehouse. In the event that QS Australia (in its sole and absolute discretion), agrees to assist you with payment of any applicable customs, duties or fees, these will be billed to your Account, along with a processing fee. Inventory may be held from outbound shipment until the abovementioned applicable fees are paid. If the notice of fees is determined at a later date, all penalties and holds will be immediate and retroactive.

D. Customs Clearance for Exports. For outbound deliveries of Products to international destinations or any destination which requires customs clearance, you acknowledge that you are the ultimate consignor, and your end-customer to whom the Product is being shipped to is the ultimate consignee. You therefore agree to take responsibility for your Products clearing any customs, government or carrier inspections, and acknowledge and agree that you must complete the relevant customs declarations in English or in a language which is accepted in the country or place of destination. You acknowledge that to clear the Product with the customs in the country or place of destination, the customs in the relevant country or place of destination will need to know the contents of the package in which the Product is shipped, and you agree to complete any customs declaration which may apply fully, accurately and legibly, and to promptly provide any information which QS Australia requests or requires to enable it to complete any customs declaration on your behalf and to compute the applicable customs, duties and Service Fees. Any false, inaccurate or misleading information may lead to a delay in customs clearance, a fine or seizure of the Product by the relevant customs authority.

It is also your responsibility to inquire into any import regulations which may be relevant (prohibition, make up, etc.) and to find out what documents, if any (including but not limited to certificate of origin, health certificate, commercial invoice, packing list, import licence, exemption certificate, etc.) are required in the country or place of destination and to ensure that these are attached to the package in which the Product is shipped.

Any customs penalties, storage charges or other expenses including but not limited to duties and taxes that are incurred as a result of the actions of customs or governmental authorities or you or the addressee, or as a result of the addressee's failure to provide proper documentation and/or to obtain the required licence or permit, will be charged to the addressee of the shipment. In the event that the addressee refuses to pay, you agree that you shall be liable for these charges.

You also hereby agree to the disclosure of your information to third parties to facilitate customs clearance Products when applicable.

E. Manufacturing Defects and Packaging Problems. You acknowledge and agree that you are solely responsible for any manufacturing defects and packaging-related problems with the Products, and that QS Australia has no liability in relation to any manufacturing defects or packaging-related problems with Products.

You further acknowledge and agree that in the absence of gross negligence by QS Australia, QS Australia shall not be responsible for Products damaged during the "pick and pack" process in the QS Australia Warehouse or for breakage of Products during transit that have been picked and packed by QS Australia as part of the ezyCommerce Services. You acknowledge that the **Product Restriction Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/product-restriction/>), **Packaging Best Practices Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/packaging-best-practices/>), and **Labelling Guidelines** (as set out at <http://www.ezycommerce.com/au/inventory-management/labelling-guidelines/>).

[guideline/](#)) are designed to help reduce the likelihood of Products being damaged during the “pick and pack” process, or generally suffering Product Loss.

12. LIMITATION OF LIABILITY.

A. Product Loss Liability. You acknowledge and agree that, without prejudice to the limitations of liability provided for in this Clause 12, QS Australia’s liability for loss of, theft of, or damage to, the Products (together, “**Product Loss**”) inbounded in the QS Australia Warehouses shall be as set out in the reimbursement policy for inventory damage/loss as set out on the ezyCommerce Website, and more particularly at <http://www.ezycommerce.com/au/inventory-management/inventory-damage-loss/> **provided always** that QS Australia shall not be liable for Product Loss unless it is established that the Product Loss was a result of QS Australia’s or its affiliates’ negligence or default in respect of QS Australia’s obligations under these General Terms & Conditions.

For the avoidance of doubt, if QS Australia is able to provide a reasonable explanation for inventory loss (including where inventory is mismarked, inventory errors are received, or you fail to inbound the Products), such inventory loss shall be deemed not to constitute Product Loss for the purposes of these General Terms & Conditions.

Upon receipt of written notice from QS Australia, you shall promptly refund QS Australia the amount of any payments made by QS Australia to you for Product Loss pursuant to this Clause 12 if any Product Loss is accounted for within one hundred and twenty (120) days of the date on which the Product Loss is detected. If any Products for which QS Australia has previously remitted payment to you are found or otherwise accounted for after such one hundred and twenty (120) day period, QS Australia shall return such lost Products to you, and you shall return to QS Australia the amount previously paid to you with respect to such lost Products.

B. Waiver of Consequential Loss or Damages. In no event shall QS Australia or its affiliates be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any consequential loss or damages suffered or incurred by you in connection with these General Terms & Conditions whether during or after the term of these General Terms & Conditions. However, the foregoing does not preclude the recovery by a party of any costs, expenses, losses or damages to the extent they may fairly and reasonably be considered to arise directly and naturally, that is according to the usual course of things, from the breach or other wrongful act or omission giving rise to the relevant liability.

C. Waiver of Damages. Notwithstanding anything to the contrary, QS Australia is not liable for (whether in contract, breach of statutory duty, tort (including negligence), in equity or under statute) any loss of revenue or sales revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties. You further acknowledge that QS Australia does not have any special knowledge relating to any of the Products or the fulfilment of orders of Products using the ezyCommerce Services.

D. Limitation of Liability. Notwithstanding anything to the contrary in these General Terms & Conditions and the ezyCommerce Website, the liability of QS Australia to you for any event giving rise to a claim in contract (including to the extent applicable, indemnities), tort (including negligence) or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with

any ezyCommerce Service, the ezyCommerce Property, the ezyCommerce Platform, the ezyCommerce Website and these General Terms & Conditions generally shall be limited to a maximum amount of the Service Fees payable by you for the ezyCommerce Services under these General Terms & Conditions for the period of one (1) month immediately preceding the event giving rise to the claim, provided always that the aggregate cumulative liability of QS Australia for all claims arising by reason of or in connection with the ezyCommerce Services for the duration of these General Terms & Conditions shall be limited to a maximum amount of 10% of the total Service Fees payable by you to QS Australia for the ezyCommerce Services under these General Terms & Conditions up to the event giving rise to the last claim.

Nothing in these General Terms & Conditions in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party.

13. ACCOUNT TERMINATION AND SUSPENSION.

A. Suspended Accounts. QS Australia may suspend your Account ("**Suspended Account**") in its sole discretion, including but not limited to for any of the following reasons:

- (i) there are outstanding amounts on your invoices which have not been paid in accordance with Clause 3B;
- (ii) QS Australia, in its sole discretion but acting in good faith, is of the view that suspicious activities are being conducted through your Account;
- (iii) to allow time to resolve or investigate a third party complaint of a violation by you of these General Terms & Conditions and/or the Guidelines, as the case may be; or
- (iv) to allow time for investigation or resolution of an unauthorised transaction, customer complaint, dispute or accusation.

A Suspended Account will be inaccessible to you, and all activity in relation to that Account will be suspended.

B. Immediate Termination. QS Australia may immediately terminate your Account for the following reasons:

- (i) violation of these General Terms & Conditions, the Guidelines or any applicable laws; and/or
- (ii) without prejudice to the foregoing, ignoring a warning in respect of the misuse of the ezyCommerce Services. QS Australia will generally seek to provide you with a grace period of seven (7) days to rectify the issues identified in the warning.

If your Account is terminated pursuant to this Clause 13B, QS Australia will ship any Products which remain in any QS Australia Warehouses to the billing address listed in your Account at your expense. If you have not provided a valid address or no address is available for any reason, QS Australia may liquidate your inventory in the manner contemplated by Clause 3E.

C. Termination with 30 days' notice. QS Australia may terminate your Account for any reason with 30 days' notice ("**Termination Notice Period**") which QS Australia shall send by way of

email to your Registered Email Address. It shall be your responsibility to ensure that you are contactable via your Registered Email Address for this purpose at all times. You may have full or limited use of your Account during the Termination Notice Period at QS Australia's sole discretion. Any Products that remain in QS Australia Warehouses at the expiration of the Termination Notice Period will be shipped to the billing address listed in your Account, at your expense. If you have not provided a valid address or no address is available for any reason, QS Australia may liquidate your inventory in the manner contemplated by Clause 3E.

D. Additional Actions. Without limiting any of QS Australia's remedies under these General Terms & Conditions, law or equity, QS Australia may also take any actions it deems (in its sole discretion) necessary or expedient in relation to your Account, including, without limitation, any of the following actions:

- (i) updating inaccurate information;
- (ii) refusing to provide the ezyCommerce Services to you for any reason whatsoever; and
- (iii) holding your funds and Product inventory for up to 180 days if reasonably needed to protect against the risk of liability.

14. GENERAL PROVISIONS.

A. Severability. If any provision of these General Terms & Conditions becomes invalid, illegal or unenforceable in any respect under any applicable law the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

B. No Waiver. The rights of each Party under these General Terms & Conditions are cumulative, and may be exercised as often as it considers appropriate and are in addition to its rights under general law. Either Party's failure to exercise or enforce a right or power conferred under these General Terms & Conditions shall not be deemed a waiver of any such right so as to bar the exercise or enforcement of such right at any time or times thereafter.

C. Notices to Merchant. You agree that QS Australia may provide notice to you by posting the notice on the ezyCommerce Website, emailing it to your Registered Email Address, or mailing it to the billing address listed in your Account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to the ezyCommerce Website or emailed to your Registered Email Address, as the case may be. If the notice is sent by postal mail, such notice shall be deemed to have been duly served at the time of posting. QS Australia may terminate your Account if you withdraw your consent to receive electronic communications.

D. Complaints. QS Australia wishes to address your complaints in relation to the ezyCommerce Services in a proactive manner. Please log a support case for resolution by sending an e-mail to support.au@ezycommerce.com. For the avoidance of doubt, this does not waive the notice requirement set out at Clause 14E.

E. Legal Notices to QS Australia. Except as otherwise stated, legal notices to QS Australia must be sent by prepaid registered mail or courier with recorded delivery, or by hand to: QS Australia,

Lot 1, Keylink Industrial Estate, 395 Pembroke Road, Minto NSW 2566 Attention: Paul Dillon and shall be deemed not to have been received, until actually physically received.

F. Subcontracting. You acknowledge and agree that QS Australia may sub-contract the performance of the ezyCommerce Services to other service providers, including but not limited to affiliates of its parent company, Singapore Post Limited, third-party warehousing service providers and shipping service providers. For the avoidance of doubt however, QS Australia shall remain liable to procure that the ezyCommerce Services are provided in accordance with these General Terms & Conditions. You also acknowledge that QS Australia is an independent contractor for all purposes, and acts as your agent only with respect to the custody of your Products.

G. Assignment. QS Australia has the right to assign or transfer all or part of its rights or obligations under these General Terms & Conditions (whether by novation or otherwise). You may not assign or transfer any of your rights or obligations under these General Terms & Conditions without the prior consent in writing of QS Australia.

H. Exclusion of Rights of Third Parties. A person who is not a party to these General Terms & Conditions has no rights to enforce any term of these General Terms & Conditions.

I. Entire Agreement and Future Modifications. These General Terms & Conditions (including for the avoidance of doubt the ezyCommerce Website and any other specific website or other terms expressly referred to or contemplated in this agreement), the Guidelines and the Outgoing Delivery Terms (if applicable) incorporate the entire understanding reached between the Parties as at the date on which each order for ezyCommerce Services is made and shall supersede all prior understandings, discussions, arrangements and agreements on the same subject matter. QS Australia may modify any or all of the terms of these General Terms & Conditions and/or the Guidelines from time to time in QS Australia's sole discretion. You acknowledge and agree that your use of the ezyCommerce Services, ezyCommerce Platform, ezyCommerce Property and the ezyCommerce Website after QS Australia posts on the ezyCommerce Website or otherwise makes available the modified terms of these General Terms & Conditions and/or the Guidelines, will constitute your acceptance of those modified terms and guidelines. QS Australia will generally provide you with notice of any material modifications to these General Terms & Conditions or the Guidelines (whether by way of electronic mail to your Registered Email Address or otherwise), but QS Australia's failure to do so shall not excuse you from your obligation to comply with the modified General Terms & Conditions or Guidelines. QS Australia thus recommends that you, and you agree that you shall, check the ezyCommerce Website regularly for modifications to these General Terms & Conditions and Guidelines.

J. Legal Fees and Costs. You shall indemnify QS Australia for its reasonable costs, necessary disbursements and legal fees incurred in enforcing the terms of these General Terms & Conditions.

K. Force Majeure. QS Australia shall not be liable for any loss or damage arising from its failure to perform any of its obligations under these General Terms & Conditions if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or

highway or outbreak of any communicable disease or any other force majeure, fire, flood or any other act of God. When Products are ordered out, in the case of acts of God, outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or outbreak of any communicable disease or any other force majeure, fire, flood or any reason beyond QS Australia's control, or because of loss or destruction of Products for which QS Australia is not liable, or because of any other excuse provided by applicable law, QS Australia shall not be liable for failure to carry out such instructions and Products remaining in storage will continue to be subject to regular storage charges.

15. GOVERNING LAW AND JURISDICTION.

These General Terms & Conditions shall be governed by and construed in accordance with the law of New South Wales in the Commonwealth of Australia, and the Parties hereby submit to the exclusive jurisdiction of the courts of New South Wales.