

Terms and Conditions

This Shop and Ship Account agreement is made and entered into by and between Aramex International LLC ("**Aramex**", "**we**", "**our**") and the individual or entity identified in the Shop and Ship Application Form (referred to as "**You**" or "**your**"). Your use of the Shop and Ship service ("**Service**") is subject to these terms and conditions ("**Terms and Conditions**"). The Service is provided to you under these Terms and Conditions and any updates thereof or amendments thereto, and any related operating rules and policies that are published from time to time by Aramex on the Shop and Ship website (www.shopandship.com).

The Shop and Ship Account ("**Account**") shall be subject to the following Terms and Conditions:

Definitions and Interpretation

"**Shipment**" means all documents or parcels that travel under one waybill and which may be carried by any means Aramex chooses, including air, road or any other carrier. A "waybill" shall include any label produced by Aramex's automated systems, air waybill, or consignment note and shall incorporate these Terms and Conditions in full. Every Shipment is transported on a limited liability basis as provided herein.

"**Airfreight Convention**" means whichever may be applicable of the:

1. Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999; or
2. Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on 12 October 1929; either unamended or amended by the Hague Protocol 1955; at Guatemala City 1971, by the additional Protocol No 3 of Montreal 1975 and/or by the additional Protocol No. 4 of Montreal 1975.

"**Dangerous Goods**" means cargo which is noxious, hazardous, inflammable, explosive or offensive (including radioactive materials) or may become noxious, hazardous, inflammable, explosive or offensive or radioactive or may become liable to cause damage to any person or property whatsoever whether prescribed by laws or otherwise.

"**Goods**" are any goods or items which are the subject of the Service provided by Aramex to you under these Terms and Conditions.

"**Government Authorities**" means, without limitation, all government or semi-governmental departments and agencies with responsibility for the import and export of goods, the collection of revenue on the import and export of goods and the transport of those goods.

Services

1. The Service enables you to make purchases in Australia, Canada, China, Cyprus, Egypt, France, Georgia, Germany, Greece, Hong Kong, India, Indonesia, Italy, Japan, Jordan, Lebanon, Malaysia, Pakistan, Singapore, Sri Lanka, South Africa, South Korea, Spain, Switzerland, Thailand, Turkey, United Arab Emirates, United Kingdom, and the United States of America, (and such other countries as may be notified by Aramex from time to time) using a personalized physical address in the respective country ("**Shop and Ship Location**"). On delivery of the purchased item to the respective Shop and Ship Location, Aramex will process the Shipment and arrange for delivery of the item to the address and country stated in the Application Form ("**Delivery Address**"). Shipments cannot be delivered to Post Office box address.

2. Registration and appointment of Aramex as your agent

To register for the Service, you will need to complete the Shop and Ship Application Form ("Application Form"), set up an Account on the Website, and pay the one-time registration fee ("Account Fee"). Registration for access to the Service is open to individuals who are 18 years of age or older (or the legal age of majority in your country). By registering for our Service you are appointing Aramex as your agent for the receipt of, and organization of transportation for, your packages and you authorize Aramex to receive any and all packages addressed to you that are delivered to the respective Shop and Ship Location.

3. Receipt and Delivery

The Service by Aramex includes the receipt of your packages at the Shop and Ship Location and transporting such packages to your Delivery Address. You are solely responsible for providing to and confirming with the sender the correct Shop and Ship Location, including your personal account number, and you understand that any incorrect information may result in non-delivery or delayed delivery of items, or incurring additional fees under this clause 3 for which you will be held accountable. Any Shipment that is unable to be delivered to you (for reasons including, without limitations, your failure to pay, take delivery, give proper instructions, including failure to clearly address the package, your failure to confirm your Shipment is acceptable for entry into the destination country, failure to use correct Shop and Ship Location, failure to update your Delivery Address, or you are unable to be contacted after reasonable attempts to do so) will be deemed an Uncollected Good or Unclaimed Good and Aramex reserves the right to deal with that Shipment in any lawful manner it considers appropriate, which may mean the package is discarded, destroyed, returned to sender, or auctioned.

The packaging of your Shipment for transportation is solely the shipper's responsibility. Aramex accepts no responsibility for loss or damage to the Goods caused by inadequate or inappropriate packaging. Aramex has no obligation to repackage any Shipment for any reason. In the event Aramex repackages your Shipment, Aramex will charge you for such repackaging services provided by Aramex.

To ensure delivery of your Shipment, you are responsible for confirming items purchased in a Shop and Ship Location are shipped to the corresponding Shop and Ship Location address, and not to a different Shop and Ship Location address, which may result in non-delivery of items due to applicable laws, rules, regulations, etc.

4. Postage or payment outstanding

Aramex will not accept on your behalf any items on which postage is outstanding and payable or Cash on Delivery items unless prior arrangement has been made by you with Aramex, and Aramex has agreed to it at its sole discretion. Any such agreement may give rise to liens or other interests at law and Aramex reserves the right, notwithstanding the foregoing, to lawfully enforce any such interests howsoever arising.

5. Accountable Mail

Aramex will not accept certified, registered, insured, or express mail ("Accountable Mail") on your behalf unless otherwise requested by you and agreed by Aramex subject to certain requirements (see clause 32).

6. Inspection

Aramex, without liability, reserves the right to open and inspect all items delivered to the Shop and Ship Location to determine the nature or condition of the Goods or to determine their ownership or destination.

7. Service restriction

Aramex reserves the right to abandon carriage of any Shipment at any time after acceptance when such Shipment could possibly cause damage or delay to other Shipments, equipment or personnel, or when any such carriage is prohibited by law or is in violation of any of these Terms and Conditions.

Account Fee and Shipping Fees

8. You agree to pay Aramex a one-time Account Fee in the amount of forty-five United States Dollars (USD 45), inclusive of applicable VAT, upon registration for the Service. The Account Fee is non-refundable unless you qualify for the [Money Back Guarantee](#).

9. Shipping fees will be charged at the rate applicable to your shipment set out in the website ("Shipping Fees") or as modified by Aramex from time to time. High volume items will be subject to additional fees as set out in the website [here](#). Shipping Fees are exclusive of all government taxes, and import VAT applicable on total invoice value of goods, including insurance, freight, incidental charges related to transportation, and on custom duties ("Import VAT"), and any other third party charges, including customs duty, that are payable on the shipment of your Goods, and you understand and agree that all such taxes, VAT, import VAT and third party charges will be paid by you prior to or upon delivery of your Shipment.

A. Switzerland Shop & Ship Location: Shipments delivered to the Switzerland Shop & Ship Location will be subject to: (i) applicable customs clearance fees, or (ii) bonded area fees in relation to any Shipment from outside Switzerland. The aforesaid charges incurred by Aramex shall apply to all Shop and Ship accounts and you will be liable to pay irrespective of you rejecting delivery of the Shipment. Non-payment of said charges may lead to immediate deactivation of your Shop and Ship account.

10. You agree to pay all applicable Shipping Fees and other charges including custom duties and Import VAT for any Shipment that has been ordered on your Account when requested to do so by Aramex and regardless of the person who placed the order. The aforesaid shall apply to all Shop and Ship accounts including individuals' and entities' accounts. Assuming you have provided accurate information for the customs declaration and Customs does not dispute the value, the amount of Import VAT and customs duty actually charged by your country's Customs authority may differ from the amount you paid Aramex. In the event, the actual customs duty and Import VAT is more than the estimated amount charged by Aramex, Aramex shall have the right to charge you and you will pay the difference, along with any penalty, fine, expense incurred by Aramex due to inaccurate information provided by you.

A. Payment Options

i. Pay Now: You will be notified once your Shipment leaves the origin facility along with the total Shipping Fees. You will be further notified once your Shipment clears customs including customs duties, Import VAT and any other fees paid. You will be prompted to log into your Account and make an online payment for the Shipping Fees and any other fees including customs duties and Import VAT.

ii. Auto-Pay:

1. Aramex may offer you the Auto-Pay option, if applicable in your country, for the payment of the Shipping Fees and any other fees including customs duties and Import VAT. If you select the Auto-Pay Option on our Website:

a. You authorize Aramex to save and store your nominated credit/debit card or PayPal account information.

b. You authorise Aramex to charge your nominated credit/debit card, or PayPal account, for the amount of the Shipping Fees and any other charges including customs duties and Import VAT.

c. You warrant the acceptance of the Shipping Fees and any other charges including customs duties and Import VAT by your credit/debit card provider, or PayPal, and undertake to reimburse Aramex for any such charges if payment is not received from your credit/debit card provider, or PayPal.

d. Upon expiration of your nominated credit/debit card, or PayPal account, Aramex will notify you and require you to update your Account with a valid credit/debit card, or PayPal account. In the event you do not update your Account with a valid credit/debit card, or PayPal account, the Auto-Pay option will no longer be available to you until you provide such updated information.

e. You will be solely responsible for any currency conversion expense in the event your nominated credit/debit card or PayPal account is not in the respective currency of the Shipping Fees and any other charges including customs duties and Import VAT.

f. In the event that you elect to Opt-Out of the Auto-Pay option, you undertake to arrange for the collection or redelivery of any Shipment which Aramex holds and you acknowledge that otherwise any Shipment will become an Uncollected Good. You acknowledge and agree that opting out of the Auto-Pay option does not terminate your Account and does not relieve you of any obligation to pay all amounts owing to us under your Account by a method of payment that is satisfactory to us.

2. If you do not select the Auto-Pay option, you undertake to provide credit/debit card, or PayPal account, details and an authority to charge the credit/debit card, or PayPal account, for payment of Shipping Fees and any other fees including customs duties and Import VAT within seven (7) days of notification to you by email of the fees under the Pay Now option.

3. The Auto-Pay option is not available in all countries.

B. By using the Services, you represent and warrant that the payment details provided on your Account are valid and correct, and that when your Shipment is accepted and processed by Aramex, payment will be made in full.

C. In the event payment is not made for any fees notified to you within thirty (30) days, we will be entitled to treat any Shipment held by us as an Uncollected Good.

Customer Representations and Undertakings

11. No illegal use

You undertake not to use the Service and/or the Account for any illegal, immoral, obscene or fraudulent purposes or for any other purposes prohibited by Aramex, by the respective Shop and Ship Location, or any other applicable regulations. You further undertake that any use of the Service and/or Account shall be in compliance with all applicable federal, state, and/or local laws of the respective Shop and Ship Location, as well as other applicable international law, including laws related to the transportation and export of commercial matter, which may include without limitation laws related to banking, money laundering, trade sanctions and terrorist activities. Any shipment received in violation of this clause may result in the forfeiture, return to sender, or destruction of shipment, along with notification to the police and/or appropriate government authority.

12. We will not carry

a. You understand and agree that we will not carry, and you must not try to ship:

i. Any items classified as hazardous material, Dangerous Goods, articles that are prohibited or restricted by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), or any applicable government department or other relevant organisation; or

ii. firearms, bullion, works of art, negotiable instruments in bearer form, jewellery, precious metals, precious stones, lewd obscene or pornographic material, currency, stamps, deeds, hazardous or

combustible material or other Dangerous Goods, cashier's cheques, money orders, travellers' cheques, industrial carbon and diamonds, antiques, plants or animals; or

iii. Government IDs and licenses, or items that claim to be, or that look similar to, government identification documents or other government issued documents. This includes uniforms, and badges or patches designed to look like official government-issue.

b. Prohibited or restricted shipments, including shipments containing Dangerous Goods, will be forfeited, destroyed, or provided to government officials.

c. Notwithstanding anything to the contrary, Aramex acceptance of any shipment containing Dangerous Goods does not mean that such shipment conforms to the applicable laws and regulations. You will be solely responsible for the compliance of the shipment with the applicable laws and regulations, in particular IATA Dangerous Goods Regulations, including but not limited to, the effective and sufficient packaging, packing, classification and documentation of the shipment. You are responsible to ensure that the shipment is acceptable for carriage and entry into the destination country or territory. All charges incurred for the carriage to and from countries or territories where entry is not permitted will be your expense. You will be liable for and shall defend, indemnify and hold harmless Aramex from all liability and/or claims against it based on injury to any person, damage or loss of property, or any other damage arising from any product liability, inadequate packing, mis-labelling, wrongful information, description or declaration you provide and for any other claim relating to the shipment or its carriage.

13. Animal skins, furs, feathers, hair, wildlife (from US)

You accept and acknowledge that any shipments to be exported from the US that contain animal skin, furs, mink, alligator skin, python skin, feathers (including hair accessories) or any other wildlife will be held at the US Customs Department for inspection and may be seized or confiscated. You acknowledge and agree that you alone are liable for any costs involved if you try to export such items and that Aramex will not compensate you for such seized or confiscated shipments.

14. Restricted business

You represent that your shipments do not relate to any restricted business, including but not limited to pornography, armaments, or any other restricted activities. You further represent that the goods being shipped are not destined for any country with which Aramex is prohibited from dealing as the result of any international or respective Shop and Ship Location law, legislation, regulation, directive, ordinance, treaty, etc.

15. Blacklisted name

You represent that your name is not included in any blacklist issued by any respective Shop and Ship Location government or other worldwide regulatory body.

16. Export Declaration and other documentation

You must provide Aramex with an Export Declaration for all packages of value exceeding amount identified in the [Export Declaration Value List](#) prior to shipment to your Delivery Address.

a. You must provide Aramex with invoices and/or other documentation related to the packages regardless of value at any time as requested by Aramex, or by Customs or any other Government Authority. You are solely responsible for the correctness and accuracy of all information you provide Aramex regarding the contents of your Shipment and the value.

b. You must provide Aramex with identification documentation and personal information upon request by Aramex or any official authority at its sole discretion.

17. Purpose of the Account

You acknowledge and agree that your Account is provided by Aramex solely for the purposes of providing the Services as set out under these Terms and Conditions and that the Shop and Ship Location provided for each Account is a delivery address only and cannot be used for any other purposes. You will not represent that any Shop and Ship Location address provided under your Account is your residence address or place of business for any purpose whatsoever. You undertake not to use the Account and/or the details of the Account for any other purpose including, but without limitation, using the Shop and Ship Location addresses and details of the Account as a billing address, personal mail delivery address, residential address, or as your personal contact details including without limitations on your website or business card. Any breach of this clause may lead to automatic deactivation of your Account at Aramex's sole discretion, along with notification to the police and/or appropriate government authority.

18. Correct Name / Delivery Address

Aramex will only ship packages that have the same name and Delivery Address as the individual or entity stated on the Application Form. If Aramex receives any package to an Account the labelling of which does not match the applicable name or Delivery Address on the Application Form, then the shipment will be deemed an Uncollected Good or Unclaimed Good and Aramex reserves the right to deal with that Shipment in any lawful manner it considers appropriate, which may mean the package is discarded, destroyed, returned to sender, donated, or auctioned. You will be held accountable for any additional fees incurred on your account under this clause.

19. Account Security

You must ensure that your password is kept secure and confidential and not revealed to any other person. You acknowledge that you are entirely responsible for your password and must notify Aramex immediately of any unauthorised use of your Account and/or password or any other breach of security relating to your Account. You acknowledge and agree that Aramex accepts no responsibility for any loss or damage occurring as a result of the fraudulent use of a password, and you release Aramex from all claims arising from the unauthorised use of your password.

Indemnification and Warranty

20. You warrant that all information provided by you is complete and accurate.

21. You agree to protect, indemnify, release, safeguard, and hold harmless Aramex and its respective affiliates, subsidiaries, parent corporations, franchisees, officers, agents, and employees ("Aramex Indemnitees") against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement accounts, penalties, fines or other costs, including reasonable attorney fees and causes of action of any type or nature arising out of or in conjunction with the use of the Account and/or the Service, including without limitation any demands, claims, and causes of action for personal injury or property damage arising from:

- a. failure of the respective Shop and Ship Location postal services, other relevant postal authority, or any commercial courier service to deliver on time or otherwise fail to deliver any item and/or package;
- b. delay occasioned by treatment handling, examination or impounding of the Goods by any of the Government Authorities;
- c. any misdescription or undervaluation provided for Customs purposes, whether intentionally or unintentionally;
- d. breach by you of any applicable law or requirement of any Government Authorities; or
- e. damage to or loss of any package or Account contents by any cause whatsoever, and from any violation by you of applicable international, federal, state or local laws.

22. Without limiting any other provision of these Terms and Conditions, Aramex will not be liable for any costs, expenses, loss or penalties imposed or loss or damage incurred by any Aramex Indemnatee due to your Shipment or Goods being impounded by customs or other Government Authorities, and you hereby protect, indemnify, release, safeguard, and hold harmless each Aramex Indemnatee against any such cost, expense, fine, penalty or loss.

23. Without limiting any other provision of these Terms and Conditions, Aramex will not be liable for any costs, expenses, loss, fines, or penalties imposed or loss or damage incurred by any Aramex Indemnatee due to your breach or non-compliance of any of these Terms and Conditions and you hereby protect, indemnify, release, safeguard, and hold harmless each Aramex Indemnatee against any such cost, expense, fine, penalty or loss.

Limitation of Liability

24. Aramex will be responsible for your Shipment only while it is within Aramex's custody or control, subject to the limitations of liability set out herein.

25. If the Shipment is transported by air and involves a stop in a country other than the country of departure, you understand and acknowledge that an Airfreight Convention may apply and may limit liability for loss or damage. Your claim for any loss or damage occurring during carriage by air, is against the airline carrier. In the event of any loss or damage suffered by you while the Goods are in the possession of the airline carrier, Aramex will seek to recover amounts payable under the applicable Airfreight Convention on your behalf, and you will indemnify Aramex and hold it harmless against any claims for loss or damage to your Goods incurred while they were in the possession of the airline carrier. If the Shipment is carried by international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. This convention limits Aramex's liability for loss or damage.

26. You acknowledge that Goods moved by airfreight may necessarily involve a part of transport undertaken by other means. Where this is so, and no international treaty is applicable which covers the additional transport, your recovery of loss or damage, if any, is against the carrier and may exclude or substantially limit liability. In the event of any loss or damage suffered by you while the Goods are in the possession of a third-party carrier, Aramex will seek to recover from the carrier any amounts payable to you. You indemnify Aramex and hold it harmless against any claims for loss or damage to your Goods incurred while they are in the possession of the third-party carrier, where such carriage was necessary in order to complete the delivery of your Shipment.

27. Without limiting the effect of clauses 20-23, and subject to clauses 28-29 below, in all cases where Aramex's liability is not otherwise limited or excluded, Aramex's liability shall be limited to whichever is the lesser between (i) the value of the Goods the subject of the Shipment at the time the Goods were delivered to Aramex, or (ii) US \$100 per shipment, or its equivalent per shipment.

28. To the extent that the liability of Aramex is limited by any Airfreight Convention, law or contract, and that limitation exceeds the limitation of liability pursuant to clause 27 above or Accountable Mail below, then the liability pursuant to that Airfreight Convention, law or contract shall apply.

29. Any claim for loss or damage must be notified in writing to Aramex within seven (7) days of delivery of the Goods or of the date upon which the Goods should have been delivered. In any event, Aramex shall be discharged from all liability whatsoever in connection with the Services and/or the Goods unless proceedings are served within 90 days from delivery of the Goods (or from when they should have been delivered). In the event the Goods are fully compensated by Aramex for any reason, then you will need to send the damaged goods to Aramex in order to receive the compensation for the damaged goods.

30. In addition to Aramex's standard liability above, Aramex offers an additional protection plan for shipments against all risks of physical shipment loss or damage from any external cause. Click [here](#) for more details about the Shop and Ship Additional Protection Service.

31. Country Notices.

a. Qatar Residents. This clause applies to Customers located in Qatar only. The Terms and Conditions are in compliance with the Electronic Commerce and Transaction Law No. 16 of 2010.

32. Accountable Mail

In the event that Aramex agrees to accept Accountable Mail on your behalf, then in consideration for Aramex's doing so, you agree that Aramex's liability for loss or damage is limited to the lesser of (i) the value of the Goods, or (ii) US \$100.

33. Consequential Losses

Aramex will not be liable for any indirect, incidental, punitive or consequential loss or damage of any kind or any loss of profit, reputation, income, interest, opportunity, contract or bargain.

Force Majeure

34. Aramex will not be liable to you for any delay, breach or failure to perform its obligations under these Terms and Conditions or any loss, costs or expenses you may incur which are caused or contributed to by an event beyond Aramex's or its agents' reasonable control, for example acts of God, fire, flood, natural catastrophes, failure or delay of suppliers or contractors, inability to obtain goods or services necessary to perform the Services, civil disturbances, insurrections, riots, wars (declared or undeclared), act of terrorism, strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general.

Privacy

35. Aramex's Privacy Policy applies. A copy of the Privacy Policy is available at: <http://www.shopandship.com/en/legal/privacy-policy>.

Change of Terms and Conditions, Service, and Fees

36. Aramex may add to or change or update these Terms and Conditions from time to time entirely at its own discretion and without notice to you. Any and all amendments to the Terms and Conditions shall be published on the Shop and Ship website (www.shopandship.com) and shall be effective on the date of publication thereof. You are responsible for checking these Terms of Conditions periodically to remain in compliance with these terms. Your use of the Account or ordering of any Services after any amendment to the Terms and Conditions shall constitute your acceptance of these Terms and Conditions, and you also agree to be bound by any such changes/revisions. You are advised to regularly check for any amendments or updates to the Terms and Conditions from time to time, as Aramex shall not be liable to compensate you for your failure to do so.

37. The Account Fee, Shipping Fees, and any other related charges stated herein or incidental hereto, as well as the Terms and Conditions are subject to change upon the sole discretion of Aramex at any time whatsoever, and without prior notice to you. There will be no refunds for your cancellation of the Service. Aramex may also change the shipping frequency at any time without providing prior notice to you.

Termination

38. You agree that Aramex may terminate these Terms and Conditions for good cause at any time and without notice. Good cause shall include, but is not limited to:

- a. Your use of the Account for illegal, obscene, or fraudulent purposes or for any purpose prohibited by Aramex, the respective Shop and Ship Location, or other regulations;
- b. Your failure to pay monies owed to Aramex when due; and

c. Your violation of any provision of these Terms and Conditions or any provision of any related operating rules and policies that are published by Aramex on Shop and Ship website (www.shopandship.com).

39. You acknowledge that, for the purpose of determining good cause for termination of these Terms and Conditions as provided herein, the actions of any person authorized by you to use your Account or the Service will be attributed to you.

40. Aramex reserves the right to immediately terminate the Service upon suspicion of any of the activities stated in clauses 11-15 above, and shall not be liable to compensate you for such termination.

41. You may terminate these Terms and Conditions and close the Account by providing Aramex with 30 days prior written notice. Aramex reserves the right to refuse to accept any dispatch and/or package delivered to your Account after the termination date.

Miscellaneous

42. Aramex may discard, destroy, donate, or auction your Goods within (a) thirty (30) days after receipt of unknown shipments, or (b) twenty-one (21) days after receipt of prohibited shipments, or high-value shipments, or shipments under an inactive account, if: (i) all applicable shipping charges have not been paid; (ii) the mail and/or packages were not clearly identified as belonging to you; (iii) you do not claim the mail or packages received to your Account, (iv) shipment was abandoned at customs, or (v) if Aramex has terminated the Terms and Conditions for good cause as set forth in clause 38 above. Notwithstanding the above, Aramex may destroy any pornographic materials or products and all other related content of whatever type immediately upon delivery to your Account.

43. In the event your Shipment is categorized as on overweight or oversized shipment, then you will have seven (7) days to elect whether to ship the overweight or oversized shipment through freight. At the end of the seven-day period, if you have not informed Aramex regarding your shipment method for the overweight or oversized shipment, then Aramex reserves the right to ship the overweight or oversized shipment through freight. Aramex shall notify you in the event your Shipment is classified as overweight or oversized upon receipt of the Shipment at the respective facility.

44. In the event that you fail to pay the Shipping Fees, and other charges including custom duties and Import VAT, by the due date, Aramex reserves the right to deal with the package in any lawful manner it considers appropriate, which may mean the package is discarded, destroyed, donated, or auctioned.

45. Any notice, request and/or any other correspondence pursuant to or in connection with these Terms and Conditions shall be in English and shall be sent to you to the email address specified in the Application Form or to any other email address that Aramex is earlier notified of.

46. Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of Aramex, to the non-exclusive jurisdiction of the courts of, and governed by the law of Dubai International Financial Center (DIFC) and you irrevocably submit to such jurisdiction, unless contrary to applicable law.

47. If any section or any portion of any section of these Terms and Conditions is construed to be illegal, invalid or unenforceable, such provision or portion shall be deemed obsolete and deleted from these Terms and Conditions, while all other sections of these Terms and Conditions and the remaining portion of any section which is construed to be illegal, invalid or unenforceable shall continue in full force and effect. This Agreement constitutes the entire agreement between Aramex and you relating to your use of the Account and/or Service.

48. Failure by Aramex to enforce at any time any term, provision, or condition of these Terms and Conditions, or to exercise any right herein, shall in no way operate as a waiver thereof.

Last update: August 18, 2020

Flex Service Additional Terms and Conditions

In addition to the above terms and conditions, S&S Members registered for Flex services agree to the following:

1. Description of Flex Services. You are entitled to receive discounts and other benefits on specified products and services offered by Aramex ("**Benefits**").

a. A description of the Benefits are available online at <https://www.shopandship.com/en/about/sns-flex>.

b. All Benefits are subject to discontinuation, change, modification, improvement or substitution without notice and Aramex makes no representations or warranties with respect to, and accepts no responsibility or liability for, out of date or erroneous information related thereto.

2. Membership Term; Renewals. You will be entitled to all of the Benefits available to members of the Flex Service for the ensuing twelve-month period under the annual plan, commencing on the date of acceptance of your application for enrollment for each twelve-month period thereafter (the "Membership Term"). You have the option to select automatic renewal to ensure automatic renewal of their membership. In the event you do not select automatic renewal, you must renew their annual membership upon receipt of renewal notice.

3.Prices and Terms

a. Flex Annual Subscription Fee. The current Flex subscription fee (the "Annual Subscription Fee"), is inclusive of VAT, will be automatically billed to your designated credit card account or other authorized billing source (e.g., debit card) on an annual recurring basis as authorized for automatic renewals upon registration. If you use a debit card as the designated credit card account, you acknowledge that **Aramex will not be responsible for any fees or penalties associated with insufficient funds, bounced checks or any other form of fee due to a charge of the Service Fee to a debit card provided by the Member.** You agree that you will pay the full Annual Subscription Fee for the whole year upfront. In the event you terminate your membership, the Annual Subscription Fee will not be refunded unless you meet the criteria for a refund as stated under Section 5 of this Agreement.

b. Renewal Fees. If you opted for automatic renewal, and unless you cancel your membership in the Flex Service prior to the end of your then-current Membership Term, Aramex will automatically renew membership at the end of such then-current Membership Term as authorized upon registration and bill the then-current Annual Subscription Fee to the designated billing source. If the renewal charge fails, the subscription will expire. If you did not select the automatic renewal option at the time of registration, you will be required to pay the then-current Annual Subscription Fee upon renewal of your membership.

c. Taxes. You are responsible for paying all applicable sales, use, transfer, value-added, or other taxes and all duties, and Import VAT, whether international, national, state, or local, however designated, which result from the purchase of our services. When Aramex is required to collect such taxes from you, Aramex may charge applicable taxes at the time of sale. You agree to pay all charges, including applicable taxes, in accordance with the billing terms in effect at the time the price or charge becomes payable. If an error has been made in the amount of taxes collected by Aramex with respect to your purchase, we reserve the right to process an additional charge in order to meet our obligations to collect such taxes in the correct amount as required by applicable law.

d. Modification of Pricing and Billing Terms. We reserve the right at any time to institute new prices, and to change the amount of or the basis for determining any prices or charges with respect to the Flex Service, or charge taxes applicable to the sale of our services. You agree to pay all charges, including applicable taxes, in accordance with the billing terms in effect at the time the price or charge becomes payable. We reserve the right to modify the prices and charges at any time. For annual subscriptions, which are automatically renewed, such changes will become effective with your next billing cycle, following our written notification to you of such changes, unless you cancel your subscription within the allotted time frame.

4. Member Representation and Obligations. In return for the discounts and benefits available under the Flex Service, you acknowledge your obligations to Aramex as follows: (a) you have read the "Shop and Ship Terms & Conditions" carefully, and understand the provisions of the Flex Service and the billing method for the payment of the Annual Subscription Fee; (b) you may cancel your membership in the Flex Service at any time prior to the conclusion of the then current Membership Term; (c) the benefits of membership in the Flex Service are not assignable without the express written consent of Aramex and you will use your membership only for personal, non-commercial use; (d) you agree not to share any proprietary information supplied you by Aramex including but not limited to promotion codes, discounts, incentives, and the like to any third-party, individual, entity or institution; and (e) you are responsible for any use or sales tax on Benefits that may be imposed by any state or federal taxing authority and such taxes, to the extent imposed.

5. Termination

a. **Flex Registered Customers.** You may terminate your subscription under this Agreement by sending an email directly to Shop and Ship Customer Service requesting termination of your membership. In order to qualify for full refund of the Annual Subscription Fee paid, you must terminate your subscription within thirty (30) days of registering for the subscription and you must have used the Services for a minimum of one shipment, but no more than three shipments, within the thirty (30) day period. You will not be entitled to a refund of the paid Annual Subscription Fee for any terminations after the thirty (30) days from registering for your subscription (or within thirty (30) days but not meeting the minimum shipment requirement under the Services). The effective date of such termination will be within seven (7) business days from date of receipt of notice. Upon termination of your subscription, you will not be permitted to register for a standard Shop and Ship account. In the event you initiate a reactivation of the subscription under this Agreement after a request for termination, the termination shall be null effective as of the date of such reactivation, and this Agreement will continue to be in effect. You will not be entitled to a refund of the paid Annual Subscription Fee upon receipt of one refund under this clause even after reactivation of your account. You shall not be entitled to any other refund as a result of the termination of your subscription to the Flex Service under this Agreement. In the event you do not renew your subscription, and did not use the Services for a minimum of one shipment, your account will be deactivated. In the event you do not renew your subscription, but did use the Services for more than one shipment, your account will automatically be converted to the standard Shop and Ship account.

b. **Existing Shop and Ship Members Upgraded to Flex.** You may terminate your Flex subscription under this Agreement by sending an email directly to Shop and Ship Customer Service requesting termination of your Flex membership. In order to qualify for full refund of the Annual Subscription Fee paid, you must terminate your subscription within thirty (30) days of upgrading to the Flex subscription and you must have used the Services under Flex for a minimum of one shipment, but no more than three shipments, within the thirty (30) day period. You will not be entitled to a refund of the paid Annual Subscription Fee for any terminations made after the thirty (30) days from registering for your subscription (or within thirty (30) days but not meeting the minimum shipment requirement under the Services). The effective date of such termination will be within seven (7) business days from date of receipt of notice. Upon termination of your subscription, your standard Shop and Ship account will automatically be your default account.

c. We may terminate your right to use and/or access the Flex Service at any time in our sole discretion, with or without prior notice. We may also suspend your use of the Flex Service by disabling your username and/or password for any reason, including, but not limited to, cases in which we believe you have violated the terms of this Agreement or you are using the Flex Service in a manner inconsistent with the spirit of this Agreement or the general Terms of Use of our website. If we terminate your right to use and/or access to the Flex Service, without cause, we agree to refund to you the pro-rata portion of Annual Subscription Fee. Any determination of the amount to be returned to you in the event of any such termination shall be made by Aramex in its reasonable discretion, and shall be conclusive and binding.

6. Disclaimer of Warranty. Aramex, its affiliates, and any third-party providers, as well as their officers, directors, shareholders, employees, and agents, do not guaranty and make no representations or warranties with respect to the accuracy, completeness, timeliness, or availability of the services. The products are provided "as is". Neither we nor anyone else makes any warranties of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, quality, accuracy, or fitness for a particular purpose. To the fullest extent permitted by applicable law, all implied warranties, conditions, and other terms of any kind are hereby excluded. No oral or written information or advice given by any representative of us, or by anyone else, shall create any warranties.

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