



MBE Centre #KY0001 10 Market Street Camana Bay Grand Cayman Cayman Islands KY1-9006

E-box Terms & Conditions of Service

The e-box Terms and Conditions of Service Agreement (THE AGREEMENT) is made and entered into by the Account Holder (THE CUSTOMER) for the use of services related to e-box, as provided by the Mail Boxes Etc. center identified above (THE COMPANY) under the terms set forth herein. By using the service, THE CUSTOMER acknowledges having read, understood and accepted the terms of THE AGREEMENT.

<u>PROVISION OF SERVICE</u>: THE COMPANY agrees to provide THE CUSTOMER with the following services:

- A. Receive in the Postal Boxes and Physical Address of THE COMPANY, in the city of Miami, State of Florida of the United States of America (hereinafter THE ADDRESS), all documents and packages containing goods addressed to THE CUSTOMER.
- B. THE COMPANY will carry the documents and other packages mentioned in Paragraph A from THE ADDRESS to the office of THE COMPANY located at 10 Market Street, Camana Bay, Grand Cayman, whose address THE CUSTOMER acknowledges to know.

<u>AUTHORIZATION</u>: THE CUSTOMER authorizes and appoints THE COMPANY to receive envelopes and packages containing goods, merchandise, etc. purchased or otherwise acquired by or on behalf of THE CUSTOMER, at locations (THE ADDRESS) designated by THE COMPANY. THE CUSTOMER certifies that all invoices provided by him or the sender of the goods to be a true representation of the contents and their fair market value.

In accordance with the provisions of the Form No.1583 of the United States of America (USA) American Mail, by the present document, THE CUSTOMER authorizes the company E -Box Logistics, LLC (or any other company hired by MBE to provide the e-box service) to act as a mail agent which includes among other activities to, receive, process, store, review, examine, classify and, send to the destination country documents and packages that THE CUSTOMER receives at THE ADDRESS.

Pursuant to the foregoing, THE CUSTOMER hereby authorizes the company E-Box Logistics, LLC (or any other company hired by MBE to provide the e-box service) to open, review and examine any package or document that is received at THE ADDRESS, in order to ensure that the package or document complies with the requirements and regulations necessary for the transportation between the U.S. and the country of origin or destination.

<u>SERVICE PLANS</u>: THE CUSTOMER accepts and agrees to pay THE COMPANY a membership fee and shipping fees per package based on published rates for the handling of correspondence, packages or goods in accordance with his/her selection of one of the service plans published on THE COMPANY's website and at THE COMPANY, which THE CUSTOMER acknowledges to have accepted.

Any membership fees, activation fees and shipping fees do not include duties and taxes.

The published rates may be modified unilaterally by THE COMPANY at any time, either because of the increase in shipping costs, fuel, customs procedures and in general by any increases that may occur in the different elements THE COMPANY depends on for the full exercise of its business.

FREIGHT AND HANDLING FEES FOR PACKAGES: For the purpose of air cargo shipping, a package is defined as any container regardless of contents that is not an envelope. Air freight fees are assessed per package. Rates are applied to the Billable Weight in pounds (lbs.) which is defined as the greater of the Actual Weight of the package when placed on a scale, and the Dimensional Weight of the package calculated as follows: width x height x length / 166 (measured in inches).

<u>CUSTOMS FEES</u>: All packages entering the Cayman Islands are subject to H.M. Customs inspection and payment of applicable duties. THE COMPANY will perform on its own and on behalf of THE CUSTOMER the customs procedures required by Cayman Islands' law. The customer authorizes THE COMPANY to pay the assessed fees to H.M. Customs on behalf of THE CUSTOMER. THE CUSTOMER will reimburse THE COMPANY the payment of duties, taxes and expenses incurred in this procedures prior to the goods being released to THE CUSTOMER.

THE CUSTOMER fully indemnifies THE COMPANY for all present and future responsibilities with H.M. Customs or any local and/or foreign authority, for actions taken on their behalf related to import customs clearance, payment of taxes and other obligations generated by the importation of the goods. As such, THE CUSTOMER is solely responsible for the authenticity and accuracy of the documents required for the import, such as commercial invoice, licenses, certificates and permits, and of any alteration of the import or export declaration, concealment of goods in containers and / or packages, incorrect or late taxes payment, etc. Thus THE CUSTOMER agrees to release THE COMPANY from all responsibility with the relevant authorities in all matters concerning the import

and customs clearance of the goods, as THE COMPANY is simply an import agent acting on behalf of the consignee.

<u>INVOICING</u>: THE COMPANY will issue to THE CUSTOMER an invoice for services rendered including shipping, Customs fees and any other fees upon delivery of each shipment. For annual and monthly service plans, THE COMPANY will also issue an invoice each year and each month, respectively, payable in advance, for membership fees and any outstanding fees. Invoices shall be delivered via THE COMPANY's online portal, for which THE CUSTOMER acknowledges having access to, or via electronic email.

TIMELY COLLECTION OF PACKAGES & MAIL / PAYMENT AUTHORIZATION: Fees for packages received will be communicated to THE CUSTOMER who shall settle payment and collect their packages or make delivery arrangements within 5 business days to avoid a storage fee of \$3/day for shipments less than 50lbs billable weight and \$5.00 per day for shipments greater than 50lbs billable weight. The fees for storage may be revised from time to time by THE COMPANY in its sole discretion.

PAYMENT AUTHORIZATION: THE CUSTOMER is required to provide a valid credit card to activate his/her account and is required to keep the card valid at all times. THE COMPANY will charge the appropriate fees to the credit card on the anniversary of each renewal year for the annual plan or at the start of each renewal month for the monthly plan based on THE CUSTOMER's chosen rate plan until THE CUSTOMER cancels his/her service. THE COMPANY will maintain THE CUSTOMER's account active at all times whether THE CUSTOMER uses the service or not therefore there are no refunds for unused years or months while THE CUSTOMER account is active. THE COMPANY will pay all shipping and customs fees in advance on behalf of THE CUSTOMER, therefore, THE CUSTOMER authorizes THE COMPANY to charge his/her card for packages and mail that have not been collected and their account settled by the 5th business day after notification of the package being available for pickup by the customer. THE COMPANY will make reasonable effort to contact the customer using the contact information provided by THE CUSTOMER.

UNCLAIMED PACKAGES AND MAIL: THE CUSTOMER agrees and acknowledges that any unclaimed package within SIXTY (60) calendar days following the receiving date at THE ADDRESS in Miami (E -Box Logistics, LLC facilities or of the company hired by THE COMPANY to provide the e-box service) will be discarded. In this regard, E -Box Logistics, LLC (or otherwise the company hired to provide the e-box service) and THE COMPANY are not responsible for the package, and therefore, THE CUSTOMER will have no further to claim for such unclaimed package; the same applies to the documents with the difference that it will be thirty (30) calendar days following the receiving date. Therefore, in order to determine the status of any unclaimed package, THE CUSTOMER agrees to notify THE COMPANY of any package of merchandise not received within twenty (20) calendar days following the date of purchase, giving THE COMPANY the tracking

number and the invoice for the shipment. Furthermore, THE CUSTOMER understands and acknowledges that any unclaimed package at the THE COMPANY will be discarded if not collected within THIRTY (30) calendar days of receipt at the THE COMPANY, and THE COMPANY will not be held responsible of such package.

NON-PAYMENT: If THE CUSTOMER fails to pay any of its annual or monthly membership fee or any other additional service expense and within thirty (30) days following the due date, THE COMPANY shall be entitled to terminate this agreement immediately and without further notice, demand THE CUSTOMER the restitution of the expenses incurred by THE COMPANY and a compensation equal to the amount of missing membership payments for the termination of THE AGREEMENT or its possible renewals and to retain all mail and packages that are received in the name of THE CUSTOMER until these payments are made effective.

It is the responsibility of THE CUSTOMER to know the amount that is owed to THE COMPANY and the due date in accordance with the services delivered to THE CUSTOMER and to make prompt payment.

CHANGE OF PLAN: THE CUSTOMER can change its chosen service plan at any time during the term of this agreement, provided he notifies THE COMPANY in writing and pays the difference in the fees in the case of an upgrade to a higher plan. If a customer wishes to change from an annual plan to a monthly plan or an occasional plan, or from a monthly plan to an occasional plan, this should be done at least 30 days prior to the renewal date as there are no refunds for unused portions of any membership term.

LIMITATION OF LIABILITY: All envelopes/packages that are declared not to contain document(s) and are received with proof of delivery to THE ADDRESS with a valid invoice, shall be covered by an insurance policy up to a maximum amount of US\$100.00 per package. The insurance covers the route from the time that the package is signed for at THE ADDRESS until it reaches THE COMPANY. The envelope/package should come correctly and adequately packaged for international shipping; otherwise the insurance coverage does not apply. The insurance does not cover items sent from eBay or other bidding websites where the item is sold by an individual and may not be in new condition nor properly packaged.

The insurance does not cover items such as hazardous materials, flammables, mysterious disappearance, cash, negotiable instruments (checks, traveler checks, money orders), credit cards, securities, valuable objects, jewelry, etc. If an envelope/package is received with these contents, it may be retained and/or notified to the competent authorities in order to allow them to perform the activities required by the authorities in these cases.

THE CUSTOMER must notify THE COMPANY of any claim immediately upon opening the item with MBE staff present. If THE CUSTOMER does not verify the contents of the package prior to leaving the THE COMPANY, the coverage may not apply.

In case of loss or delay of a package, THE CUSTOMER must notify the THE COMPANY of the package tracking number to initiate a proper investigation. If the package is not found but it has been confirmed as being received and signed for by our staff, THE COMPANY will have a period of 30 business days to remedy or confirm if compensation is due.

<u>AUTHORIZED USER</u>: THE CUSTOMER is the sole authorized user of the account and as such is discouraged from allowing other persons to use the account. It is understood and accepted by the THE CUSTOMER that all the consequences and obligations under this contract are his/her sole responsibility. As a result, THE COMPANY shall have no legal responsibility except to THE CUSTOMER.

THE ADDRESS: All envelopes/ packages that are addressed to THE CUSTOMER shall clearly indicate the name of THE CUSTOMER and the CBY Number and should be sent to the following address:

For Mail	For Packages
NAME ₂₀₀	NAME ₂₀₀
CBY	CBY
P.O. BOX 029011	2250 NW 114th Ave. Unit 1Y
MIAMI, FL 33102	MIAMI, FL 33192-4177

The failure to place the full and correct address on the envelope/package may cause delay or loss. THE COMPANY assumes no liability if correspondence or a package is delayed or not delivered because it does not have a valid and correct CBY number on it.

Mail such as documents, magazine subscriptions, statements should be sent to the P.O. Box address for faster processing and must include the CBY Number.

WRONG ADDRESS: Until the time that envelope/package is delivered to THE ADDRESS, THE COMPANY is not responsible if the envelope/package is returned to the originating address or otherwise not delivered by the postal service or courier service in that country because it was not possible to deliver to THE ADDRESS due to an incorrect addressing or for any other reason.

<u>PROHIBITED ITEMS AND TERMS OF USE</u>: The Customer agrees not to use the service for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by the laws of the Cayman Islands. In addition, THE COMPANY is released from any liability in the event that the envelope/package submitted by THE CUSTOMER, contains any product, substance, object or article whose

use, manufacture, production or marketing are expressly prohibited by law of the country where the envelope/package has been submitted by THE CUSTOMER, as likewise of the country of destination. In the event that THE COMPANY has serious evidence to presume that the content of the envelope is for the use, production, manufacture or illegal distribution of either the country from the envelope was sent or of the country of destination thereof, it shall refrain from dispatching it to the destination and it can submit the appropriate report before the competent authorities.

<u>TERM</u>: The term of this agreement shall be 1 year starting from the signature of this agreement, renewable for equal periods unless either party gives notice in writing to the other party of its desire to terminate THE AGREEMENT or any renewals, with at least thirty (30) days prior to the expiration of this agreement or any of its extensions.

<u>CANCELLATION</u>: If THE CUSTOMER decides to cancel this contract, he/she must be current on his/her payments which have been agreed contractually with THE COMPANY, understanding that any amount effected in advance by the customer will be retained by way of penalty.

<u>PREVIOUS CONTRACT</u>: THE AGREEMENT replaces any previous contract between THE COMPANY and THE CUSTOMER for US Address air cargo shipping services.

<u>CONFIDENTIALITY</u>: This Agreement shall remain confidential, except that THE AGREEMENT may be disclosed upon written request of any law enforcement or other government agency, or when legally mandated. The Customer further agrees to sign an updated version of THE AGREEMENT upon request.

<u>FORCE MAJEURE</u>: In the case THE COMPANY cannot transport the envelope/package because of unforeseeable circumstances derived from man or nature, acts of God or for any other reason not attributable to THE COMPANY, it shall not be held responsible for delay or lack of service delivery. Furthermore, THE COMPANY at its sole discretion may send the envelope/package back to the sender or to the destination address by the most appropriate route depending on the circumstances.

<u>COMPLAINT RESOLUTION</u>: THE CUSTOMER will not attempt or establish any plaint or judicial proceeding against THE COMPANY for non-delivery, misdelivery, late delivery, loss or damage, of an envelope / package without prior and written formal complaint made to THE COMPANY, allowing at least thirty (30) working days to enable it to make the necessary inquiries in order to repair or remedy to the extent possible.

<u>SEVERABILITY</u>: If any term of this Agreement is to any extent deemed illegal, otherwise invalid, or incapable of being enforced at the jurisdiction where THE COMPANY conducts its business, such term shall be automatically excluded herefrom and all other terms hereof shall remain in full force

and effect, provided such an exclusion does not substantially affect the basic agreement and relationship between THE CUSTOMER and THE COMPANY. In case a section is declared null the parties will negotiate in good faith to agree on the terms of a mutually satisfactory provision.

<u>JURISDICTION</u>: In order to settle any dispute arising as a result of the interpretation and / or execution of this contract, the parties are subject to the jurisdiction of the courts of George Town, Cayman Islands. Any notices to be given by either of the parties shall be as follows: a) THE COMPANY makes formal election of domicile in its address stated at the beginning of this contract; b) THE CUSTOMER makes formal election of domicile at the address provided to the company in this document.

INDEMNIFICATION: THE CUSTOMER declares, agrees and acknowledges that the commitments made by THE COMPANY through this agreement are based on statements and information provided by THE CUSTOMER; consequently, any contingency and / or claim arising or originated by any discrepancies, including disputes between the values specified to goods by the authorities and values declared by the customer, shall be assumed exclusively by THE CUSTOMER, committing to keep the COMPANY indemnified against any claims that may be issued by the authorities corresponding with the aforementioned items.