

Ezie – Transit Protection Terms and Conditions

1. Terms and Conditions

1.1 Terms

(a) These Terms and Conditions set out the basis on which Ezi-e Pte. Ltd (thereafter “**Ezi-e**”) with the ACRA Number: 202019436R (we, our and us) agrees to provide Transit Protection to You to protect Your goods from loss or damage whilst they are in our possession and during the period we provide the Services to You.

(b) These Terms and Conditions form part of and are to be read in conjunction with our standard Terms and Conditions (Standard Terms) for the provision of the Services. To the extent there is any conflict in relation to the provision of Transit Protection under these Terms and Conditions and the Standard Terms, these Terms and Conditions prevail.

(c) By engaging us to provide Transit Protection in connection with the Services, You warrant that You have read, understood and agree to be bound by these Terms and Conditions.

(d) You agree and acknowledge that the level of Transit Protection varies depending on the Transit Protection Limitation Amount You select. The Transit Protection Limitation Amount will affect the maximum value that You can claim from us in respect of any loss or damage to your goods whilst we provide the Services.

1.2 Changes to these terms

We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted online. However, continued use of Ezi-e will be deemed to constitute acceptance of the new Terms and Conditions.

2. Transit Protection Services

2.1 Transit Protection

(a) Transit Protection commences when

- (i) the goods are received by us (In Transit); and
- (ii) You have paid the Transit Protection Fee

(b) Transit Protection is non-transferable to other goods or third parties.

(c) You agree and acknowledge that:

- (i) the Transit Protection and these Terms and Conditions are not an insurance certificate or the Transit Protection does not constitute insurance coverage; and
- (ii) You are responsible for ensuring that all packaging of the goods You supply to us comply with our Transit Packaging Guidelines which can be found at: https://ezielog-staging.s3.ap-southeast-1.amazonaws.com/terms/june_2021_ezie_packaging_guidelines.pdf.

2.2 Limit Type

(a) Unless You have elected for us to provide You Transit Protection and agreed to be bound by these Terms and Conditions, we do not provide You with protection against loss or damage to goods during carriage or while we are providing the Services (subject to any liability that cannot be excluded by law).

(b) If You elect to have Transit Protection but do not select a Limit Type, each shipment will be limited by the Transit Protection at the lowest Transit Protection Limitation Amount and You will be charged accordingly.

(c) You may select the Limit Type of protection You require by selecting the options available on the SN.

(d) You may change your Limit Type at any time by providing us notice in writing and paying any difference in the Transit Protection Fee (as required).

2.3 Transit Protection Fee

(a) In consideration for us providing You with Transit Protection, You will pay the Transit Protection Fee.

(b) The Transit Protection Fee must be paid prior to the provision of the Services by us

2.4 Cancellation

(a) You agree and acknowledge that we may, unless otherwise provided by applicable law, cancel Your Transit Protection:

- (i) at any time for fraud or material misrepresentation by You; or
- (ii) in the event of your breach any of these Terms and Conditions.

(b) We reserve the right to cease providing the Transit Protection service at any time by providing notice to You in writing.

(c) In the event we cease providing Transit Protection, You have already paid the Transit Protection Fee in respect of Your goods and we have commenced providing the Services to You, You will still receive the benefit of the Transit Protection in respect of those goods.

(d) In the event we cease providing the Transit Protection, You have already paid the Transit Protection Fee in respect of Your goods and we have not commenced providing the Services to You, we may elect (in our discretion) to either refund the Transit Protection Fee You have paid or provide You with the benefit of the Transit Protection in respect of those goods.

3. Transit Protection Claims

3.1 Transit Protection Claim

(a) You may make a claim in connection with Your Transit Protection in writing in a form reasonably specified by us on our website (Transit Protection Claim). The Transit Protection Claim must be:

- (i) emailed to us at: contact@ezie.app.

(b) You agree and acknowledge that You may only make (1) Transit Protection Claim per shipment/good.

(c) Subject to applicable law, we may decide in our discretion whether to replace or repair the goods under the Transit Protection Claim.

3.2 Time Limits

In order to be eligible to receive Your Transit Protection, You must notify us of any Transit Protection Claim and provide us with a completed Transit Protection Claim form within the following time frames:

- (a) where the Recipient has confirmed in writing that damage has occurred in relation to the goods within 7 days from the date of the delivery of the goods to the Shipping Address; and
- (b) in relation to any claim for non-delivery, within 14 days after the Shipping Date.

3.3 Required claim information

(a) Where You submit a Transit Protection Claim, You must provide us with:

- (i) evidence of the damage caused to the goods the subject of your claim (including photos) or a statement confirming that the goods have not been received; and
- (ii) evidence (to our reasonable satisfaction) detailing the value of the goods (being the full retail price paid by the Recipient of a delivery) and substantiating the basis for your Transit Protection Claim.

(b) You agree to provide us with all information, documents or evidence that we reasonably request for the purpose of considering or processing your Transit Protection Claim

3.4 Claim acceptance or rejection

(a) We will use reasonable endeavors to notify You within 72 hours from the receipt of Your Transit Protection Claim, whether Your Transit Protection Claim has been accepted or rejected by us.

(b) In the event Your Transit Protection Claim is rejected, we will provide You with written reasons as to why Your Transit Protection Claim was rejected.

(c) If You require further information from us regarding why Your Transit Protection Claim has been accepted or rejected, You can contact us at: contact@ezie.app.

4. Excluded claims

(a) Unless otherwise agreed by us or required by applicable law, Transit Protection does not apply to your goods or our Services if:

- (i) You fail to comply with these Terms and Conditions;
- (ii) the loss, damage or injury relates to Excluded Goods;
- (iii) the loss, damage or injury relates to Prohibited Items;
- (iv) the loss, damage or injury caused to goods is as a result of fair wear and tear, loss in weight or volume or shrinkage;
- (v) we determine, acting reasonably, that the damage, loss, or injury caused to the goods could not have been caused by the provision of the Services;
- (vi) the Shipping Address provided by You is incorrect or incomplete;
- (vii) the Shipping Address is a post office box, roadside drop or postal mail box;
- (viii) the goods packaging does not comply with our Transit Packing Guidelines;
- (ix) the damage, loss or injury to the goods was caused by a third party;
- (x) You do not pay the Transit Protection Fee;
- (xi) the loss, damage or injury to the goods was caused by a Force Majeure Event;
- (xii) You fail to provide any evidence reasonably requested by us for the purpose of processing or considering your Transit Protection Claim;
- (xiii) we are of the opinion, acting reasonably, that the goods had the damage prior to the commencement of our Services; or

- (xiv) You fail to establish the value of the goods claimed and the loss suffered in connection with your Transit Protection Claim.

(b) Transit Protection is offered subject to the Terms and Conditions stated in this document and in accordance with the goods manufacturer's instructions. We reserve the right to refuse, suspend or withdraw the Transit Protection at any time without prior notice (acting reasonably).

5. Payment of Claim

(a) The maximum amount that You may recover from us under the Transit Protection Claim will be the lesser of:

- (i) the value of the goods, being the full retail price paid by the Recipient of a delivery;
- (ii) the Transit Protection Limitation Amount; and
- (iii) the cost to repair the goods (if applicable),

which we will determine in our discretion, (acting reasonably).

(Recovery Amount).

(b) Subject to these Terms and Conditions, the Recovery Amount will be paid into your EZIE wallet or your nominated bank account as provided in Your Transit Protection Claim.

(c) Applicable taxes, if any will not be included in any payments made by us to You.

6. Your obligations

(a) You warrant that You:

- (i) have full power and authority to enter into and perform your obligations under these Terms and Conditions;
- (ii) will comply with all relevant laws and reasonable instructions of us in connection with the provision of the Services by us (including packaging and delivery instructions);
- (iii) all applicable customs, imports and exports laws have been complied with in connection with the goods; and
- (iv) will not directly or indirectly alter or tamper with the goods, which would change the specification of the goods. In such circumstances, the Transit Protection shall not cover include any service or repair and decision by us shall be final and binding.

(b) In the event any of the warranties You have provided are false or misleading, we may, in our discretion (acting reasonably) terminate your Transit Protection and/or fulfill a Transit Protection Claim (acting reasonably).

7. General

7.1 Assignment

You agree and acknowledge that You may not assign Your rights or obligations under these Terms and Conditions.

7.2 Limitations

(a) To the fullest extent permitted by law, the Transit Protection expressly provided in this document is the sole and exclusive Transit Protection provided in connection with the goods and no other warranties, representations, endorsements or conditions of any kind, whether oral, written, express, implied or statutory, including without limitation any implied warranties of acceptable quality or fitness for a particular purpose, and warranties against

hidden or latent defects, are provided. In so far as any warranties cannot be excluded, such warranties shall be limited to these Terms and Conditions and for the period of Transit Protection provided to you.

(b) To the fullest extent permitted by law, we shall not be in any way liable for any consequential, incidental, indirect, special or similar damages whatsoever arising from or in connection with the use, inability to use or performance of the goods or Services and/or in relation to us and/ or our partners, including without limitation loss of revenue, loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of reputation, failure to realize savings or other benefits, loss of use of the goods or any associated equipment, loss of or damage to other property due to the malfunction of the goods, costs of substitute equipment, loss due to downtime cost, costs of recovering, reprogramming or reproducing any program or data stored in or used with a system containing the goods, or loss, damage, corruption or compromise of data, whether due to breach of warranty, strict liability, goods liability, the negligence of us and/ or its partners, or otherwise, even if we and/ or our partners is aware of the possibility of such damages.

(c) It is Your responsibility to secure and/or back up or remove any programs, data or other materials and content stored in or for the goods. We assume no responsibility for any loss, damage, destruction, alteration or failure to maintain confidentiality of programs, data, information or other materials or content left in the goods, howsoever caused, whether during servicing of the goods, through use of synchronization software for the goods, or otherwise.

7.3 Set off

Where You make a valid Transit Protection Claim and there are outstanding amounts owed by You to us, we reserve the right to set off any amount payable to us against any amounts payable to You.

7.4 Privacy

You acknowledge and agree that we may collect your personal information in order to provide the Services, the Transit Protection or process your Transit Protection Claim. We may use and disclose some or all of Your personal information as outlined in our Privacy Policy which is available from our website at <https://ezielog-staging.s3-ap-southeast-1.amazonaws.com/terms/term.pdf>.

7.5 Entire Agreement

These Terms and Conditions represent the entire agreement between You and us.

7.6 Severance

Any provision of these Terms and Conditions which are invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of the Terms and Conditions or the validity of that provision in any other jurisdiction.

7.7 Governing Law

These Terms and Conditions are governed by the laws of Singapore. The parties irrevocably submit to the non-exclusive jurisdiction of the courts having jurisdiction in that state.

8. Definitions

In these Terms and Conditions unless the context otherwise requires:

Excluded Goods means:

(a) Any item that is not currently packaged or in a box;

- (b) Aerosol cans/sprays;
- (c) Tobacco and tobacco products;
- (d) Animal skins / Furs on the cities list of endangered species. (certificate required; refer to www.cities.org);
- (e) Ivory and ivory products;
- (f) Articles of exceptional value (e.g., works of art, antiques, precious stones, gold and silver);
- (g) Box with Hazardous label – Items sent with a Hazardous label attached will be classed as such. DO NOT REUSE OLD HAZARDOUS BOXES;
- (h) Car Batteries;
- (i) Airbag Modules;
- (j) Dangerous goods – e.g. Explosives / Fireworks / Christmas Crackers / Radioactive Materials / Deactivated;
- (k) Engines / Generators / Gearboxes or any part containing or having contained oil/petrol unless flushed through;
- (l) Fire Extinguishers;
- (m) Life Jackets;
- (n) Gold & Silver & precious metal Jewellery;
- (o) Goods moving under ATA Carnet and all temporary exports and imports; goods moving under FCR, FCT and CAD (Cash Against Document);
- (p) Hazardous materials e.g. Paint / Adhesives / Chemicals / Flammable resins/ solvents/ liquids / Compressed Air & Empty cylinders / Items containing any gases – See Also Household goods;
- (q) Household goods containing flammable or corrosive liquids, such as oven or drain cleaners / perfume, aftershave/ hairspray/ nail varnish and remover/ antiseptic wipes;
- (r) Human Remains, Body Parts or Body Fluids;
- (s) Liquids / Adhesives / Paint / Oil / Creams / Gels;
- (t) Living animals or plants;
- (u) Dead animals;
- (v) Magnets or items containing ferro-magnetic material;
- (w) Currency;
- (x) Antiques, works of art or valuable documents;
- (y) Glass or glass related products;
- (z) Personal Effects;
- (aa) Pornographic materials;
- (bb) Wet or Lithium Batteries or any item containing them (Such as, but not limited to, an iPhone (Not including Dry Cell); or
- (cc) Prescribed Drugs / Medication / Any Controlled and Illegal substance including Khat to all countries.

Force Majeure Event means any circumstances that is beyond our reasonable control, which includes but is not limited to:

- (a) war;
- (b) accident, civil commotion;
- (c) riot;
- (d) military action;
- (e) sabotage;
- (f) act of terrorism;
- (g) vandalism;
- (h) embargo;
- (i) judicial action;
- (j) labour dispute;
- (k) an act of a government or a government authority;
- (l) acts of God;
- (m) earthquake;
- (n) fire;
- (o) flood;
- (p) pandemic;
- (q) epidemic, plague or other natural calamity;
- (r) computer viruses, hacker attacks or failure of the internet or delay; or
- (s) failure or default by any other supplier.

Limit Type means the level of warranty protection cover selected by You in connection with Transit Protection.

Prohibited Items means items that must not be sent using our Services, including dangerous, hazardous, illegal or prohibited items.

Recipient means the company, partnership, trust, joint venture, business or individual who receives the goods delivered by us on your behalf.

Services means the transportation, delivery, operations and services we provide in connection with your goods.

Shipping Address means the address nominated by You for delivery of the goods to the Recipient.

Shipping Date means the date the goods are dispatched from our premises following receipt of the goods from you.

SN means an electronic copy shipment note in a form approved by us and completed by you.

Terms and Conditions means the terms and conditions contained in this document.

Transit Protection means the warranty protection services provided to You to protect your goods from loss, damage or injury whilst they are in our possession or control.

Transit Protection Fee means the fee payable to us by You for the provision of the Transit Protection which is calculated based on the Transit Protection Limitation Amount selected by you.

Transit Protection Limitation Amount means the maximum amount that can be recovered under the Transit Protection pursuant to the Limit Type selected by You before commencement of the Services.

Transit Packaging Guidelines means the Ezi-e transit packaging guidelines, published on our website.

We, us our means Ezi-e, our related bodies corporate, agent, employees and contractors.

You or Your means the company, partnership, trust, joint venture, business or individual who engages us to provide the Services and we enter into a contract with for the provision of the Services and Transit Protection.