

QXPRESS Terms of Service

Article 1 (Definitions)

The respective word or term used in these Terms of Service is defined as follows:

“Delivery Service” means the delivery service for cargo consigned by Customer to a consignee’s address or to an agent’s address designated by such consignee, as specified by these Terms of Service.

“Cargo to deliver” (hereinafter referred to as “Cargo”) means a unit package of Cargo as determined by QXPRESS as appropriate for its delivery services.

“Customer” means Qoo 10 sellers, including but not limited to companies, corporate entities, organizations and individuals who wish to use the delivery service of QXPRESS.

“Partner” means a logistics service company or a contractor designated by QXPRESS for delivery services.

“Gathering center” means the place where cargo is collected, the track information checked and other work performed as necessary for the delivery services of QXPRESS.

“Volume” means the size of cargo, calculated by the formula: Width (cm) X Length (cm) X Height (cm)/6,000 = Weight (kg).

“Service charge” means the expenses payable by Customer with respect to services provided by QXPRESS.

“Business day” means business days from Monday through Saturday, excluding holidays.

“Days” means the total number of calendar days including any holidays and weekends. However, the date of notice sent will not be calculated by the number of days for notice, and if the ending date of notice falls on any holiday, it will be deemed as ending on the day after such holiday.

“Standard Terms of Service” means the terms and conditions of using the services of QXPRESS.

“QXPRESS service” means the services provided by QXPRESS.

“Giosis or Giosis Pte. Ltd” (hereinafter referred to as “Giosis”) means the companies who operate Qoo10 platform, including but not limited to foreign corporations or subsidiaries operated by Giosis.

“Postal service” means the cargo delivery agency service assigned and provided by QXPRESS to/through the post office.

Article 2 (Application of Standard Terms of Service)

2.1 The standard Terms of Service of this service shall be applied to all services provided for

Customer, where Customer has agreed to use the overseas delivery service of QXPRESS under the standard Terms of Service.

2.2 All delivery services are subject to the standard Terms of Service effective at the date of issuing of the waybill.

Article 3 (Service contract)

The service contract will be entered into when Customer expresses the intent to use the service as an offer and QXPRESS accepts the offer and expresses its intent to accept by posting it on the service screen or notifying via e-mail or in another manner.

Article 4 (Customer's obligations)

4.1 Customer shall pack up goods with box or package appropriate for cargo type and weight, making the two binding surfaces completely airtight so that goods may not be torn out or damaged without additional external packaging. If any package of a cargo is notified by QXPRESS as not appropriate for delivery service, Customer shall pack up such goods with any other appropriate packaging materials, and if Customer still fails to do so, QXPRESS may proceed the re-packaging of the cargo at Customer's expense.

4.2 Customer shall check whether goods are properly packaged, in order to prevent them from damage during the delivery service.

4.3 Customer shall make and maintain the size of the box or package material to be used for small size goods, at Length (15cm) X Width (10cm) and over, in order to attach waybill on the cargo.

4.4 Any delicate cargo shall be packed in a box or package material with sufficient durability and strength, also using sufficient and appropriate protective material inside the package container, in order to protect goods from any pressure or external force during delivery service. Further, Customer shall visibly mark "HANDLE WITH CARE" in upper case on the surface of the box or case.

4.5 Any cargo at risk of damage from being bent shall be packed with durability and packaging sufficient to prevent bending during delivery service, and Customer shall mark "DO NOT BEND" in upper case on the surface of the box or case.

4.6 Customer shall specify any information with respect to each package on the address label or waybill provided by QXPRESS, as required by waybill, invoice or address label:

- (a) Sender's name, address & ZIP code, telephone no.
- (b) Receiver's name, address & ZIP code, telephone no.
- (c) Preferred time zone
- (d) Description of cargo contents

(e) Any special preventive actions to be taken with cargo, e.g. "HANDLE WITH CARE," "PERISHABLE" and "DO NOT BEND"

4.7 As Customer's delivery agent, QXPRESS may use postal service for a designated section without Customer consent to maintain performance under standard Terms of Service, and such cargo size and item limitations to be applied to such postal service section shall follow the postal service and acceptance rules as designated by the country.

4.8 The total weight per basis cargo may not exceed 30kg, unless mutually agreed on in any previous written form or via e-mail.

4.9 One side of cargo may not exceed 150cm or the total sum of the longest side and girth may not exceed 3m.

4.10 If any cargo has been accepted by QXPRESS's gathering center, through overnight courier service or self-carry method as designated by Customer, Customer shall check within 72 hours from the date of sending the cargo if the cargo has been accepted, and shall report to QXPRESS's gathering center if such accepted cargo was not tracked down.

Article 5 (Rejection of shipment)

5.1 If QXPRESS deems cargo volume, content or price as not appropriate for pick up, packaging, delivery service and logistics agency service, at its own discretion for any of the following reasons, it may decline to provide service, while Customer shall agree with it:

- (a) if Customer's application for service has not followed the standard Terms of Service specified herein;
- (b) if Customer has failed to accurately identify or describe the content of cargo;
- (c) if the package of goods has failed to observe the Terms of Service specified herein;
- (d) if safety is not guaranteed or prevented for the unexpected reason of natural disaster or any other force majeure;
- (e) if Customer has requested to change service scope not agreed on by QXPRESS in writing;
- (f) if documentation necessary for cargo delivery has not been prepared; or
- (g) if cargo volume is deemed as not appropriate for delivery service

5.2 QXPRESS will not allow the following items to be delivered, in the legal scope without limitations for the purpose of safe delivery.

- (a) all goods and dangerous or illegal goods prohibited by IATA or ICAO or by government authority or any other related rules, including but not limited to explosives, firearms or other offensive weapons, flammable or harmful materials, poisonous or contagious materials, blood or blood products;
- (b) human or animal remains, or ancestral tablets for religious ceremony;

- (c) live animals;
- (d) credit cards, checks, bills, unregistered bonds, securities, precious metals;
- (e) shared certificates or other documents evidencing the title on securities;
- (f) private documentation such as identification cards, passports or birth certificates issued by government authority;
- (g) electronic records/ documentation, pictures or originals without copies because Customer has not made in person;
- (h) Documentation containing considerable amount of confidentiality; or
- (i) any other illegal drugs

5.3 QXPRESS shall make Customer bear any or additional expenses incurred by the return of goods after being treated as not acceptable by the post office, in violation of the Postal Act or any other postal service acceptance rules under Article 4-7 as mentioned above.

Article 6 (Payment of charge)

6.1 Customer shall pay QXPRESS the full amount of each service freight charge as determined by QXPRESS's service, while QXPRESS has the right to claim the expense of the receiver upon the arrival of cargo.

6.2 Any lost or damaged cargo shall be subject to direct compensation for Customer or receiver under the standard Terms of Service, without refund to service charges already paid by Customer to QXPRESS.

6.3 If Customer has agreed to the Terms of Service, it shall be deemed that Customer has collectively agreed to the portion of paid QXPRESS service charge for use of the service before the previously agreed QXPRESS Terms of Service.

6.4 In using the QXPRESS' service, Customer has agreed to entrust with Giosis the payment of charges payable to QXPRESS as per provided services, where QXPRESS will claim service charges for Customer to and receive the payment from Giosis, and Giosis will make the payment of service charges to QXPRESS after its deduction of some portion of seller's sales amount.

6.5 Any full amount of freight charges and fares paid by QXPRESS for Customer or any due amount obliged by Customer for QXPRESS, including but not limited to charges, taxes, expenses or prepayments, shall be deemed entirely as QXPRESS's income regardless of whether cargo has been delivered.

6.6 Customer shall guarantee the payment of all charges, fares, expenses or penalties already paid or obliged by QXPRESS for the reason of any of the following:

- (a) any illegal mixed-in item prohibited by transport by laws;
- (b) any illicit, inaccurate or insufficient package, address or cargo marking;

- (c) lack of importation permit or any other necessary documentation;
- (d) any dishonest price declaration with customs office; or
- (e) any inaccurate description of weight or volume

Article 7 (Subcontracted delivery)

As QXPRESS shall provide optimized services at all times to perform the obligations hereunder, QXPRESS shall have the right to make and enter into any subcontract in order to maintain obligations and performance without previous notice to Customer.

Article 8 (Delivery)

8.1 "Delivery completed" means the delivery is completed when cargo arrives at the address of the receiver as designated by Customer.

8.2 QXPRESS shall make all reasonable efforts to deliver cargo to receiver within 7 days based on business days from the starting date at the gathering center. At any failure of cargo delivery, such cargo shall be returned to QXPRESS's gathering center, while QXPRESS shall notify the receiver of delivery failure via telephone or e-mail for the purpose of re-delivery.

8.3 If QXPRESS has confirmed the absence of a receiver at the address designated by Customer further with no one to receive the cargo, it shall return it to the office or the gathering center as designated by QXPRESS. QXPRESS will notify the receiver of delivery failure via telephone or e-mail.

8.4 QXPRESS and Partner may also deliver to a receiver at another address as an alternative to the receiver as specified by waybill, if designated by Customer.

8.5 If such receiver designated by Customer has rejected receiving cargo or paying freight charges, if QXPRESS or Partner has made all reasonable efforts but failed to identify or find such named receiver, or if such cargo cannot be delivered by reason not evidenced as QXPRESS or Partner's intentional act or negligence, QXPRESS or Partner shall return it to the office or gathering center as designated by QXPRESS, while QXPRESS shall notify Customer of the reason of such failure via telephone or e-mail within 5 business days from the date of delivery failure, making effort to follow the instructions from the service user on appropriate actions such as discard or re-deliver. In such case, Customer shall bear all expenses incurred by QXPRESS or Partner, while QXPRESS shall reserve the right to reject such instructions from Customer if it is not unreasonable to do so.

8.6 QXPRESS shall notify failure of delivery to charge, and delivery contract shall be deemed terminated if any instructions for QXPRESS to take appropriate actions have not been provided by receiver within 90 days from such notifying date. If it was found that delivery content turned bad, spoiled or was infected in quality, QXPRESS has the right to discard or sell the goods,

without waiting 90 days for expiry date.

8.7 Customer or receiver shall pay QXPRESS all expenses incurred by cargo discarded by QXPRESS, including but not limited to service charges and administrative costs, and QXPRESS shall return any difference amount to Customer or receiver if it has the rights to sell and sold such discarded goods.

8.8 The due delivery date of postal service goods varies on postal service policy and level in each country, where QXPRESS does not guarantee such delivery terms.

8.9 If delivery service fails via postal service by the reason of blind letter, inaccurate receiver or address, postponed customs clearance, rejection of receipt or long-term absence, it shall be returned to Customer without previous notice thereto, in accordance with postal service rules, while Customer shall bear any additional expenses incurred with respect thereto.

Article 9 (Damage and loss)

9.1 If QXPRESS has found any damage or loss of cargo, QXPRESS shall notify Customer of such damage or loss within 5 business days from discovery, and make effort to follow the instructions from Customer in order to take appropriate actions with respect thereto.

9.2 If Customer has not provided additional instructions within 5 business days after such notice to Customer of damage or loss of cargo, QXPRESS shall take actions with respect to cargo, at its appropriate discretion, and shall notify Customer of any information on re-delivery or custody of cargo.

9.3 As long as QXPRESS's major negligence has not caused damage or loss of cargo, Customer shall bear all the expenses incurred by additional actions taken with respect to cargo under Article 9-1 and Article 9-2.

Article 10 (Limitations of responsibility)

10.1 QXPRESS will not take responsibility for damage or loss of cargo to Customer, receiver or other persons which has not been evidenced as caused by QXPRESS's intentional act or negligence:

- (a) if Customer is in violation of special precautions to be taken on cargo under Article 4,
- (b) if damage or loss of cargo, including but not limited to handle with care, perishable, flammable, spoiled or discolored, has been evidenced as caused by defects or characteristics of the cargo itself;
- (c) delay or forfeit made by governmental authority due to any prohibited items found;
- (d) any situation out of QXPRESS's control, including but not limited to flood, earthquake, strike, riot, industrial dispute, war or any other force majeure; or
- (e) damage or loss caused by intentional or unintentional act of consignor, consignee or any

other third party

10.2 In case of any delivery accident by the negligence of QXPRESS, QXPRESS shall not take any responsibility, except for cargo compensation, for direct or indirect damage caused by accident, including but not limited to loss of profits, revenues, future business or any expected savings loss, to Customer, receiver or any other third party.

10.3 QXPRESS shall not take any responsibility for delay and non-delivery caused by custody by governmental authority.

10.4 As long as cargo is connected with post office non-registration service of importing countries for postal service of cargo collected at QXPRESS, the scope of QXPRESS's responsibilities shall be limited to delivery from the gathering center located in the importing country.

10.5 If Customer's cargo is not covered by QXPRESS's cargo shipping insurance, the maximum compensation amount will not exceed SGD300(USD215).

Article 11 (Claim)

11.1 Any claim against damage or loss of cargo shall be raised within 14 days from the date when receiver or Customer has received the cargo delivery, otherwise QXPRESS will not take any responsibility therefor.

11.2 Any claim against impossible delivery including the entire loss of cargo shall be made within 90 days from the issued date of waybill, otherwise QXPRESS will not take any responsibility therefor.

11.3 Any claim against damage or loss of cargo shall be made in written form or via e-mail together with the receipt of claim made and other documentation required by QXPRESS to QXPRESS's Customer Service Center in charge of delivery services of the country from where the cargo was sent.

11.4 Any claim is limited to one per cargo, and it is deemed as completely agreed with Customer, for the final settlement and payment treatment for damage or loss with respect to it.

11.5 Without prejudice to Article 10 above, QXPRESS's responsibility for damage or loss of cargo shall be limited to SGD300(USD215), compensation limit of cargo or the amount declared on Customer's waybill or invoice as designated by Customer at the receipt of cargo, when the claim raised by Customer is deemed as reasonable.

11.6 For any damaged cargo, the degree of actual cash value, damage of cargo in not excess of SGD300(USD215), and compensation limit of QXPRESS shall be provided on the basis of QXPRESS's assessment, while QXPRESS may choose either to replace damaged or lost cargo, or to make monetary compensation within the compensation limit.

11.7 QXPRESS's responsibility may not exceed SGD300(USD215) compensation limit, except

for goods subject to QXPRESS's insurance service, even for delayed delivery or for damaged cargo.

Article 12 (Notice)

12.1 As QXPRESS may prepare any notice to the other party at any time by posting it on its webpage or by sending it via prepaid registered mail, e-mail, or wired/wireless means, any receiver's fax information, e-mail address, wired/wireless contact shall be provided to QXPRESS to use in accordance with the standard Terms of Service specified herein.

12.2 Except when any applied laws, government regulations, orders or instructions otherwise require, the rules with respect to these Terms of Service and policy are subject to change without notice, based on the public notice posted on QXPRESS's web page at least one week before the time of such changes.

Article 13 (Shipping insurance)

13.1 It shall be deemed as the effective date of insurance from the date when cargo covered under QXPRESS' insurance service arrives at QXPRESS's gathering center and reflected in the incoming inventory system.

13.2 The scope of compensation is based on the declared amount specified on the waybill for loss and damage of cargo joining QXPRESS's insurance service during air or land transport.

13.3 All damage directly or indirectly incurred under Article 10 shall be excluded from the scope of QXPRESS's insurance service.

13.4 Joining QXPRESS's insurance service is valid and effective only to the delivery section bound from Korea to Singapore, and as designated by QXPRESS.

13.5 The insurance service rate shall be 1.3% of the declared amount for the delivery section bound from Korea to Singapore, and shall be 1.0% for the local delivery section in Singapore.

Article 14 (Related laws and jurisdiction)

14.1 Any rules applied to these Terms of Service, waybill or otherwise in violation of laws, governmental regulations or instructions, these Terms of Service shall be valid and effective to the scope not in violation of such laws, governmental regulations or instructions.

14.2 If not otherwise specified by these Terms of Service, any dispute will be amicably settled in good faith, but if it cannot be amicably settled, it shall be treated in accordance with the relevant laws.

14.3 Any dispute or lawsuit between the parties shall be settled by the governing law of the country where the cargo shipment was made.