

PACKAGEX SENDERS AGREEMENT

This Senders Agreement is a part of PackageX's Platform Terms and Conditions ("Platform Terms") and is incorporated therein by this reference. Any capitalized terms used herein and not otherwise defined shall have the same definition as set forth in the Terms.

I. GENERAL.

1. This Agreement and the terms of use (the "Senders Terms of Use"), as may be updated from time to time shall govern the relationship between PackageX and Sender. This Senders Agreement and Senders Terms of Use is an integral part of Platform Terms and is incorporated therein by this reference. Any capitalized terms used herein and not otherwise defined shall have the same definition as set forth in the Platform Terms or the Courier Terms of Use (collectively "Terms").
2. By generating shipping labels of various Carriers ("Shipping Services") and/or by placing request for a Job or Delivery Order with a Courier ("Delivery Services"), whether utilizing PackageX Platform directly, or through Senders own applications and software's utilizing PackageX Platform APIs, each Sender agrees, represents, warrants, acknowledges and agrees with this Agreement and the Terms.
3. By accepting the terms of this Agreement, Sender also acknowledges and accepts the each such respective Courier or Carrier's terms of service or use which are selected and utilized by the Sender using PackageX Platform or PackageX Platform APIs.

II. SHIPPING AND DELIVERY.

1. PackageX used third-party services for Shipping Services and Delivery Services therefore, we are not liable for any-third party shippers or their third-party service provider's failure to complete the delivery process on time. We are not responsible for the delivery within the estimated time or date specified. The delivery time is estimated and is not warranted in any manner.
2. We shall have no liability for the delivery, loss or damage of any package or its contents by any cause.
3. Sender agrees that the use of Shipping Services and Delivery Services (together "Services"), is at their own sole risk. The Services are provided on an "as is" and "as available" basis. Senders understand and agree that PackageX shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to any loss of profit, loss of goodwill, loss of business reputation, loss of data, cost of procurement of substitute goods or services, or other intangible loss, resulting from (i) the Services (ii) the results of the Services (iii) the use or the inability to use the Services; (iv) any changes which PackageX may make to the Services, or any permanent or temporary termination of the Services; (v) or any other matter relating to the Services.

III. SENDER REPRESENTATIONS. Sender agrees, represents, warrants, acknowledges and agrees that:

1. Sender or its authorized representative is at least 18 years of age and has all right and authority to lawfully use the Services or otherwise has the full right and authority to contract for the Job and send all items contained in a Job.
2. Sender will specifically list, photograph and disclose (as may be applicable) to the Carrier or Courier, prior to them accepting the Job, all items included in the Job will not include in any Job any "Prohibited Items" as listed in the Terms, whether consented to by a Courier/Carrier or not. Sender acknowledges and agrees that PackageX is not responsible for the contents or loss

of any Prohibited Item. PackageX reserves the right to dispose of the Item in its sole discretion and reserves all rights to instruct its Couriers on how to dispose of the Item, including delivery to the proper authorities. Sender acknowledges and agrees to PackageX's Open Box Policy and will allow a Courier to visually inspect all items in a Job prior to departing with the Job.

3. Unless Sender has a separate special written agreement with PackageX, Sender will not include in any Job any "Special Item". Sender acknowledges and agrees that PackageX is not responsible for the contents or loss of any so included Special Item. PackageX reserves the right to dispose of any unauthorized Special Item in its sole discretion and reserves all rights to instruct its Couriers on how to dispose of the Item, including delivery to the proper authorities.
4. Sender has the responsibility to properly pack all items in a Job, including Live Animals, sufficient to withstand transport, ensure the safety and integrity of the item and in compliance with all applicable laws. Sender acknowledges and agrees that the any loss or damage to any Job resulting from (1) any breach of this Agreement or the Terms; (2) sending any items on the "Prohibited Items" list; or (3) inadequate packaging, will not be claimable
5. Sender will only contract for or arrange a Job (or other similar services) with a Courier through the PackageX Platform and will not knowingly engage a Courier who has delivered a Job for Sender prior to perform Delivery Services outside of the PackageX Platform. Senders shall not enter any personal information into the title of a Job, including phone numbers or addresses. All personal information should be entered in the appropriate sections indicated in the relevant fields.
6. Sender will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.