

TERMS AND CONDITIONS

Welcome to the STS Logistics platform. Please read these terms and conditions carefully. The following Terms of Use govern your use and access of the Platform (defined below) and the use of the Services. By accessing the Platform and/or using the Services, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not access and/or use this Platform or the Services.

Access to and use of password protected and/or secure areas of the Platform and/or use of the Services are restricted to Customers with accounts only. You may not obtain or attempt to obtain unauthorized access to such parts of this Platform and/or Services, or to any other protected information, through any means not intentionally made available by us for your specific use.

If you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms of Use and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Services or purchase of Products; and (iii) your acceptance and compliance with these Terms of Use. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and using the Services.

1. Definitions & Interpretation

Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms of Use.

2. General use of Services and/or access of Platform

2.1 Guidelines to the use of Platform and/or Services: You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of the Services and/or access to the Platform, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

2.2 Restricted activities: You agree and undertake NOT to:

- (a) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (b) use the Platform or Services for illegal purposes;
- (c) attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform or Services;
- (d) post, transmit or transmit through the Platform or Services any prohibited Materials;
- (e) interfere with another's utilization and enjoyment of the Platform or Services;
- (f) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of another Customer's computer or mobile device or the Platform or Services; and
- (g) use the Platform or Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.

2.3 Availability of Platform and Services: We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.

2.4 Right, but not obligation, to monitor content: We reserve the right, but shall not be obliged to:

- (a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate;
- (b) prevent or restrict access of any Customer to the Platform and/or the Services;
- (c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities; and/or
- (d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

2.5 Privacy Policy: Your use of the Services and/or access to the Platform is also subject to the Privacy Policy as set out here.

3. Use of Services

3.1 Application of this Clause: In addition to all other terms and conditions of these Terms of Use, the provisions in this Clause 3 are the additional specific terms and conditions governing your use of the Services.

3.2 Restrictions: Use of the Services is limited to authorized Customers that are of legal age and who have the legal capacity to enter into and form contracts under any applicable law. Customers who have breached or are in breach of the terms and conditions contained herein and Customers who have been permanently or temporarily suspended from use of any of the Services may not use the Services even if they satisfy the requirements of this Clause 3.2.

3.3 General terms of use: You agree:

- (a) to access and/or use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services in good faith; and
- (b) to ensure that any information or data you post or cause to appear on the Platform in connection with the Services is accurate and agree to take sole responsibility for such information and data.

3.4 Product description: While we endeavor to provide an accurate description of the Products, we do not warrant that such description is accurate, current or free from error.

3.5 Prices of Products: All Listing Prices are subject to taxes, unless otherwise stated. We reserve the right to amend the Listing Prices at any time without giving any reason or prior notice.

3.6 Third Party Vendors: You acknowledge that parties other than STS Logistic (i.e. Third Party-Vendors or Sellers) list and sell Products on the Platform. Whether a particular Product

is listed for sale on the Platform by STS Logistic or a Third-Party Vendor may be stated on the webpage listing that Product. For the avoidance of doubt, each agreement entered into for the sale of a Third-Party Vendor's Products to a Customer shall be an agreement entered into directly and only between the Third-Party Vendor and the Customer.

3.7 Undeclared/Late/Misinformation Packages

- Undeclared/late declared packages will be processed separately from those declared packages.
- Undeclared/late declared packages may cause delays.
- Undeclared/late declared packages will be charged under the rate of 'Class B' rates.
- Undeclared/late declared packages cannot be consolidated.

3.8 Korean shipping address use

The company is not responsible for their online shopping process. This includes communication with the seller, payments and shipping address input by the client.

4. Your submissions and information

4.1 Submissions by you: You grant us a non-exclusive license to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your Username in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, publish, remove or edit your Submissions.

4.2 Consent to receive e-mails: You give your full, free, and unequivocal consent and authority to the collection, processing and use by us of any information provided by you (including Personal Data) for the purposes of sending informational and promotional e-mails and any and all communications, notices, updates and other information to you,. Your agreement to the provisions of this Clause 8. shall constitute your consent for the purpose of the provisions of any spam control laws (whether in Philippines or elsewhere). You may subsequently opt out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail.

4.3 STS Logistics may, from time to time, be required by government agencies to disclose certain information in connection with any audit or investigation. You understand that we are not required to contest any demand made by an (government) authority for such information. Privacy Policy: You acknowledge that you have read and agree to the Privacy Policy set out; and consent to our collection, use and disclosure of your Personal Data for the purposes as set out in the Privacy Policy.

5. General

5.1 Cumulative rights and remedies: Unless otherwise provided under these Terms of Use, the provisions of these Terms of Use and our rights and remedies under these Terms of Use are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms of Use, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms of Use or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.

5.2 No waiver: Our failure to enforce these Terms of Use shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms of Use. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.

5.3 Severability: If at any time any provision of these Terms of Use shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms of Use.

5.4 Rights of third parties: A person or entity who is not a party to these Terms of Use shall have no right under any legislation in any jurisdiction to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms of Use.

5.5 Governing law: Use of the Platform and/or the Services and these Terms of Use shall be governed by and construed in accordance with Philippine law. If any dispute arises in connection with these Terms of Use, the Parties shall attempt, in fair dealing and in good faith, to settle such dispute. If the Parties are not able to reach an amicable settlement pursuant to the preceding section they shall try to agree on an appropriate ADR proceeding (for example mediation, conciliation, expert determination, dispute board, adjudication). If they do not reach agreement on the appropriate ADR proceeding within 14 days after failure of the settlement negotiations or if the dispute is not settled through an ADR proceeding within a period of two months after initiation of the ADR proceeding, each Party may initiate an arbitration proceeding pursuant to the following paragraph.

All disputes arising out of or in connection with the present contract, including any question regarding its existence, validity or termination, shall be finally settled in accordance with the rules of the Philippine Dispute Resolution Center, Inc. ("PDRCI") for the time being in force, which rules are deemed incorporated by reference into this clause. The arbitral tribunal shall consist of three arbitrators to be chosen in accordance with the rules of the PDRCI. The seat of arbitration shall be the Philippines. The procedural law of this seat applicable to commercial arbitration proceedings shall apply where the Rules are silent. The language to be used in the arbitration proceedings shall be English.

5.6 Injunctive relief: We may seek immediate injunctive relief if we make a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.

5.7 Amendments: We may by notice through the Platform or by such other method of notification as we may designate (which may include notification by way of e-mail), vary the terms and conditions of these Terms of Use, such variation to take effect on the date we specify through the above means. If you use the Platform or the Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop access or using the Platform and the Services and terminate these Terms of Use. Our right to vary these Terms of Use in the manner aforesaid will be exercised with may be exercised without the consent of any person or entity who is not a party to these Terms of Use.

5.8 Correction of errors: Any typographical, clerical or other error or omission in any acceptance, invoice or other document on our part shall be subject to correction without any liability on our part.

5.9 Currency: Money references under these Terms of Use shall be in Philippines Peso.

5.10 Language: In the event that these Terms of Use is executed or translated in any language other than English ("Foreign Language Version"), the English language version of

these Terms of Use shall govern and shall take precedence over the Foreign Language Version.

5.11 Entire agreement: These Terms of Use shall constitute the entire agreement between you and us relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.

5.12 Binding and conclusive: You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by us or our service providers relating to or in connection with the Platform and Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

5.13 Sub-contracting and delegation: We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Platform and/or Services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.

5.14 Assignment: You may not assign your rights under these Terms of Use without our prior written consent. We may assign our rights under these Terms of Use to any third party.

5.15 Force Majeure: We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms of Use (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

5.15 Governing Law - laws of the Philippines

6. Intellectual property

6.1 Ownership: The Intellectual Property in and to the Platform and the Materials are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce its Intellectual Property to the fullest extent of the law.

6.2 Restricted use: No part or parts of the Platform, or any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Subject to Clause 5.3, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

6.3 Trademarks: The Trademarks are registered and unregistered trademarks of us or third parties. Nothing on the Platform and in these Terms of Use shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a "hot" link to any other website) any Trademarks displayed on the Services, without our written permission or any other applicable trademark owner.

7. Our limitation of responsibility and liability

Responsibility

STS will not be held responsible for the products in the packages that are defective or have violated intellectual property rights as STS is not the selling agent. STS is not responsible for

the quantity or quality of the products inside the package, or any loss or damage caused by the defective or inadequate packaging. STS will not be responsible for any accidents or defects to the package before it arrives at our warehouse included but not limited to any loss incurred due to the indeliverability, delay or damage of the package by other delivery agent(s). STS will only be responsible for any loss or damage to the package that is proven to have happened after our warehouse has received the package or during our delivery.

Lost or Damaged Shipments

In respect of dispute management, refunds, cancellations, and customer support, STS will be responsible under this Terms of Use.

Refunds

STS does not offer any refunds or cancellations. STS will not offer any refunds on abandoned, undeclared, misinformation-declared, or restricted parcels.

Restricted Items

STS will not be able to deliver the following items:

- Goods that are classified as non-approved such as but not limited to hazardous materials, dangerous goods, or anything else that is prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), DOT (U.S. Department of Transport), USPS (United States Postal Service), UPU (Universal Postal Union) and any applicable government department or other relevant organization;
- Hazardous goods
- Any goods that are prohibited or restricted, in particular any export, import or customs law provisions of the countries, states or region of origin, destination or transit.
- Any goods listed in the operator restrictions.
- Any goods STS consider as inappropriate.

STS has the right to open the package and inspect the products, however, STS do not have the obligation to examine the products. The examination result has no guarantee to the quality and authenticity of the products, or whether or not the products violate a statutory or authorities' prohibition, in particular the law provisions of the countries of the origin, destination or transit.

STS can inform the police, customs or any related law enforcement if during the examination, we suspect the content may violate a statutory or authorities' prohibition, in particular the law provisions of the countries of the origin, destination or transit.

STS will not be responsible for any loss incurred due to the examination. STS will discontinue the service and can discard the products if we discover that the products contain prohibited items.

Examination Of Package

STS will usually only examine the content of package under the following circumstances, and may delay the shipment, refuse service or shipping of the package until the client provides us with a declaration or deposit, that:

- The package may contain prohibited items;
- The products may be damaged;

- The products may be damaged due to oversize packaging;
- The content of the package is different from the declaration or the value is doubtful;
- The actual value of the package is lower than half of the shipment fee;

Termination Of Service

STS can temporarily suspend or terminate the service provided to you without further notice, including but not limited to the service provided to you in accordance with your phone number, email address or IP address, under the following circumstances.

STS' Responsibility

“Force Majeure” - STS shall not be responsible for any delay or inability to deliver due to natural disasters e.g. earthquake, cyclone, storm, flood, fog or incidents that are not within STS' control e.g. war, plane crash or embargo, riot or civil commotion, industrial action.

STS shall not be held responsible if the problem was caused by you or a third party, including but not limited to violation of the law of the origin, destination or transit country or region, the package contains prohibited goods, providing incorrect information regarding the package, package held in custom, invalid delivery address, package denied by receiver, the value or content of the package is suspected to be different from the declaration, the weight of the package is suspicion, any violate of our terms and conditions, or any other conditions where STS felt the need to temporarily or permanently suspend the service.

By using the service provided by STS, you hereby agreed that STS shall not be responsible for the lost, damage, delay, wrongly delivered, undelivered of the package or providing inaccurate information or unable to provide information if it occurred due to include but not limited to the following situations, and will not adjust, refund or offer any compensation. STS shall not be responsible for any direct, indirect or collateral loss incurred, including but not limited to loss of income, profit, market or opportunity.

By using the service provided by STS, you are signing to agree that STS will not be responsible for (including but not limited to) loss of income, profit, market or opportunity), lost, delay, inability to deliver incurred, to include but not limited to the following circumstances:

The negligence of yours or a third party's – violation of the terms and conditions:

- Undelivered due to invalid information provided during registration
- Undelivered due to invalid or missing tracking number
- The package contains prohibited goods.
- Inability to deliver due to alternative instruction given by you, sender or receiver, in verbal or written form
- Any lost or damage to the contents when the package is sealed and the packaging has no significant damage and the receiver has not filed a written claim regarding the damage of the packaging
- Delay caused by not confirming and paying the tax and duty on time.
- Loss due to invalid tracking number, no entry record, missing or wrongly sent item.
- Additional fee for multiple deliveries due to invalid or incomplete address and/or unable to contact the receiver

Uncontrollable Circumstances

Natural disasters: including but not limited to earthquake, tornado, storm, flood, fire, plaque, fog, snow, frost or geological disasters.

STS will not be responsible for any loss incurred under unforeseeable circumstances, including but not limited to, natural disasters, strike, disturbance, riot, war or termination or disruption of communication or transportation or mechanical malfunction that is not within the control of STS. Negligence by customs, carrier company or government authority, including but not limited to, customs refusal, transit delay due to customs, flaw, imperfection of the content, damages not incurred during, lost of digital data or image on films.

STS will arrange the delivery in a reasonable manner under any uncontrollable circumstance, however STS does not have the duty to inform you of this.

STS will arrange delivery in a reasonable manner, however STS will not be responsible for any delay.

If there is any inconsistency or ambiguity between the English version and the Chinese version, the Chinese version shall prevail.

7.1 No representations or warranties: The Services, the Platform and the Materials are provided on an "as is" and "as available" basis. All data and/or information contained in the Platform, the Services or the Materials are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given in conjunction with the Platform, the Services or the Materials. Without prejudice to the generality of the foregoing, we do not warrant:

- (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the Platform, the Services or the Materials;
- (b) that the Platform, the Services or that any of the Materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
- (c) that the Platform, the Services or the Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
- (d) the security of any information transmitted by you or to you through the Platform or the Services, and you accept the risk that any information transmitted or received through the Services or the Platform may be accessed by unauthorized third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

7.2 Exclusion of liability: STS Logistics Indemnitees shall not be liable to you for any Losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- (a) any access, use and/or inability to use the Platform or the Services;
- (b) reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;
- (c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and
- (d) any use of or access to any other website or webpage linked to the Platform, even if we or our officers or agents or employees may have been advised of, or

otherwise might have anticipated, the possibility of the same. 7.3 At your own risk: Any risk of misunderstanding, error, damage, expense or Losses resulting from the use of the Platform is entirely at your own risk and we shall not be liable therefor.