

Building 5 - Unit 2, Fernandes Industrial Centre, Eastern Main Road, Laventille, Trinidad & Tobago

WEBSITE TERMS AND CONDITIONS

Introduction

This website is provided by Universal Package Systems Limited "UPSL". At UPSL, we understand the importance of providing privacy and security to our customers and visitors to our Web site.

We collect and store information regarding; our customers, their packages, and their shipping activity to provide and enhance the services we make available to them. This information is also used to improve our understanding of our customer base via performing trend analysis and market studies so we may set an excellent standard of service and improve customer relations and loyalty for example through creating promotions and setting prices or establishing credit.

All users are asked to read these website terms of use carefully before using this website. These terms and conditions govern your use of this website. Your use of this website signifies your assent to these terms and conditions in full.

License to use this Website

UPSL owns the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
- Edit or otherwise modify any material on the website; or
- Re-distribute material from this website except for content specifically and expressly made available for redistribution.

Eligibility

You must be at least eighteen [18] years of age to use this website. By using this website and by agreeing to these terms and conditions you indicate that you have attained the minimum required age of eighteen years of age to use this website.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity as mandated by national law or other applicable law.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any form of malicious computer software.

You must not conduct any systematic or automated data collection activities, including without limitation scraping, data mining, data extraction and data harvesting on or in relation to this website without **UPSL's** written consent.

You must not use this website to transmit or send unsolicited commercial communications. You must not use this website for any purposes related to marketing without **UPSL's** written consent.

When prompted to register and/or provide information to this website, such information must be accurate and kept up to date.

Restricted access

UPSL reserves the right to restrict access to [other] areas of this website, or this entire website, at its discretion.

Where **UPSL** provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

You are responsible for all activities that occur under your prescribed user ID and password account.

UPSL may disable your user ID and password in its sole discretion without notice or explanation.

User content

In these terms and conditions, “your user content” refers to material including, but not limited to, text, images, audio material, video material and audio-visual material that you submit to this website, for all intent and purposes.

You grant to **UPSL** a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to **UPSL** the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, or infringe any third party's legal rights, and such content must not be capable of giving rise to legal action whether against you or **UPSL** or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

UPSL reserves the right to edit or remove any material submitted to this website, or stored on its servers, or hosted or published upon this website.

Notwithstanding **UPSL's** rights under these terms and conditions in relation to user content, **UPSL** does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

Retention of Customer Information

Information including personal information (such as your name, address and phone number), that is provided as part of a shipping transaction, will be kept in a record of that business transaction. Although we make reasonable efforts to limit access to our facilities and vehicles to authorized personnel, we are not responsible for maintaining the confidentiality of information that is printed and placed in plain view on a package or letter.

We retain information about customers as necessary for business purposes and as required by government regulation. We carefully dispose of records and delete information when retention periods expire.

Links to other Websites

On our website at www.universalpackagesys.com, we provide links to external sites as a convenience to the user. However, this does not necessarily imply that **UPSL** endorses the external site company, its web site, or the products and services it promotes and sells. **UPSL** is not responsible for the privacy practices or the content of such Web sites.

Security and Integrity of Information

We treat our data as assets that must be protected against loss and unauthorized access. We employ information security techniques to adequately protect confidential information from unauthorized access by users inside and outside the company. Access to customer information is limited to those employees who have a legitimate business need for such information.

UPSL Internet sites and their supporting systems, employ generally accepted information security techniques such as firewalls, access control procedures and cryptography to appropriately protect confidential information from unauthorized access.

UPSL adopts all reasonable measures to exclude any viruses and such threats from infecting the website. However, **UPSL** cannot indefinitely ensure such exclusions and thereby does not accept any liability for the occurrence of viruses on the website. Please adopt all the necessary pre-cautions before downloading information from the website.

Customer's Responsibility

Customers concerned about the security of their information in these systems should secure it by activating passwords and using physical access controls.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. **UPSL** makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, **UPSL** does not warrant that:

- this website will be constantly available, or available at all; and
- the information on this website is complete, true, accurate or non-misleading.

This website is not an advice seeking platform for the purposes of shipping items or packages. If you require advice in relation to such relevant matters you should consult an officer at our **UPSL** Office.

Limitations of liability

UPSL will not be liable to the users of the website (under applicable/relevant law; national or otherwise) in relation to the contents of, or use of, or otherwise in connection with this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if **UPSL** has been expressly advised of the potential loss.

Exceptions

These terms and conditions will not exclude or limit any warranty implied by law with regard to **UPSL** liability in respect of:

- death or personal injury caused by **UPSL's** negligence;
- fraud or fraudulent misrepresentation on the part of **UPSL** or
- matter which it would be illegal or unlawful for **UPSL** to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By agreeing to use this website, you agree that the exclusions and limitations of liability set out in these terms and conditions are reasonable.

Other parties

You as a user of this website, as a limited liability entity, **UPSL** have an interest in limiting the personal

liability of its officers and employees. You agree that you will not bring any claim personally against **UPSL's** officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect **UPSL's** officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as **UPSL**.

Indemnity

You hereby indemnify **UPSL** and undertake to keep it indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by **UPSL** to a third party in settlement of a claim or dispute on the advice of **UPSL's** legal advisers) incurred or suffered by **UPSL** arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to **UPSL's** other rights under these terms and conditions, where there is a breach these terms and conditions, **UPSL** may take such action as it deems appropriate to deal with the breach. Such action includes suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

UPSL may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be

unlawful and/or unenforceable, the other provisions of the terms and conditions will still have effect.

Where an unenforceable provision can be deemed enforceable if part of it were deleted, that part will be deleted, and the remaining provision will continue in effect.

Entire agreement

These terms and conditions form an agreement between you, the user, and **UPSL** in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with relevant and applicable law and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of Trinidad and Tobago.

Contacting UPSL

If you have questions about this privacy statement, the practices of this site, or your experience on any of our **UPSL** Web sites, you can contact our office. Comments, suggestions or materials sent or transmitted to **UPSL** shall be deemed to be non-confidential. **UPSL** shall have no obligation of any kind with respect to such comments, suggestions or materials and shall be free to use and distribute them to others including, but not limited to, developing and marketing products incorporating them.