

Terms and Conditions Parcelspot.com

Valid from May 1st 2019

A. Introductory provision

1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") specify the business and legal relations between the service Provider, which is the company **PARCEL SPOT LTD., company no. 648570**, registered at 69 ESKER WOOD DRIVE LUCAN CO. DUBLIN, THE REPUBLIC OF IRELAND (hereinafter also the "**Provider**") and the ordering party (hereinafter also the "**Client**").
2. The Provider is the owner of www.Parcelspot.com (hereinafter referred to as the "**Website**") and all copyright and related rights associated with the name and brand of Parcelspot.com.
3. The Forwarding Contract is concluded in writing, or, arises at the moment when the Provider accepts the Client's request (via the website, by e-mail, via mobile application or by telephone) to carry the consignment under the conditions specified by the Client. The Provider reserves the right that each Order of Services by the Client is also expressed by consent to the Business Terms and Conditions and assumes respect for the provisions contained therein.
4. By the Forwarding Contract, the Client entrusts the PARCELSPOT LIMITED by concluding the Forwarding Contract with the Carrier, which fulfils the conditions for providing the service. The Contract is completed by the Provider in its own name on behalf of the Client. **The Provider does not carry out the transportation of consignments.** The Provider only procures the Transport Services – the Carrier - with the necessary care to best suit the Client's interests. The Provider shall not be liable for the performance of the procured consignment shipped by it. The Carrier, selected by the Provider, is responsible for accepting, transporting and delivering the consignment and arranging the consignment, and is responsible for carrying out the Consignment.
5. All contractual relations between the Provider and the Client are concluded in accordance with the laws of the Republic of Ireland.
6. **Consignment parameters and shipping conditions are governed by the Terms and Conditions of the selected Carrier. Complaints are governed solely by the Carrier's Complaints Procedure, in which the alleged damage event occurred.**
7. **The Terms and Conditions of the selected Carrier are attached to the Forwarding Contract and become a part of the Provider's terms and conditions. The Client agrees with them by confirming the order.**

B. Terminology

1. The Provider (Shipping Forwarder) - arranges consignment of the Consignment, in its own name, on Client's behalf.
2. Client (Client/ Client) - physical or legal entity ordering services with the Provider.
3. Carrier (Contractual Carrier, Sub-Carrier) - entity different from the Provider, specialized external transport or courier company, which physically transports the consignment and is mediated by the Provider.

4. Own Courier - entity is different from the Provider, contractual partner of the Provider and the Client, to which the Provider transmits data constituting the Client's Consignment on the basis of the Partial Data Transfer Agreement. The Provider does not arrange the Carrier at the Own Carrier, it only transmits the data to the contracted Carrier.
5. Sender – an actual person handing over a consignment to a courier.
6. Consignee (Addressee) - the entity designated as such on the consignment to which the consignment is intended.
7. Comparative and Ordering System (Ordering System, Parcelspot.com) - online reservation service allowing to compare and book transport services provided by the Provider's partners (Carriers), consignment management, payments for services by the Client. Used to record data related to content, weight, dimensions, value of consignments and address data, based on which it calculates the cost of shipping, which is binding to the Provider.
8. Identification Number Parcelspot.com - unique code generated by the Order System for each order.
9. Delivery of the consignment to the designated recipient at the first lockable door of the property at the address given by the Client or for personal collection at drop-off points.
10. Drop-off and Collection Point - the Provider's drop-off and collection point or selected drop-off and collection point of the contractual Carrier; current list of drop-off and collection points is available through the Ordering System.
12. Actual Weight - The total weight of the consignment confirmed by the Provider or Carrier.
13. Perimeter length - is given by adding of the length and circumference of the consignment.
14. Oversized consignment - its dimensions, shape does not correspond with the following parameters (unless stated otherwise in the conditions of the selected Carrier):
 - a. Maximum weight 50 kg
 - b. Maximum length 175 cm
 - c. Maximum circumferential length 300 cm.
15. Oversized consignment - if the volume weight, calculated according to the formula below, exceeds the actual weight, it may be decisive for the Carrier to calculate the price of transport. The price is determined by the resulting volume weight (calculated for consignments with a volume greater than 0.25 m³ (250,000 cm³). Volume weight = height (cm) x length (cm) x width (cm) / 5000 (each Carrier may use a different coefficient).
16. Additional services - all other additional services outside the simple Consignment Service.
17. Submission of data - a contract concluded between the Client and the Provider, by which the Provider undertakes to hand over the data to the designated Own Carrier about the concluded Consignment, which the Client has entered through the Ordering System.
18. Transport Label (Label) - Document printed to the consignment (package) by the Client, obligatory according to the conditions of the Carrier and their service.

19. Transport (Spedition, Transport Service) - a service provided by the Carrier. This means receiving, shipping and delivering the consignment.

20. Courier (Driver) is the Carrier employee who delivers the Consignment.

21. Domestic consignments - consignments whose carriage is exclusively within given country.

22. International consignments - consignments that are also transported between two different countries.

23. P.O.BOX - lockable post office box (Post Office Box).

24. Business Day - every day except Saturday, Sunday, public holiday or other public holiday in the country where the parcel is being delivered or transported through.

25. Credit - a summary of the Client's funds provided to the Provider for the purpose of payment by the Client of the services selected by the Provider - in particular the provision of the Transportation.

C. Obligations of the Client

1. The Client undertakes to thoroughly familiarize himself/herself with the Conditions of transport of each delivery with whom he/she chooses to transport packages, before concluding each consignment. In particular, the Client undertakes not to place such a package for transport, that would be excluded from the carriage for the given Carrier under its Conditions of Carriage and that each parcel will be properly packaged and ready for transport as required by the Carrier's transit Conditions. The Client acknowledges that the Carriers are authorized to change and update their Terms and Conditions.

2. The Client declares that the data entered by the Client on the Provider's website are factual and accurate. In the case of a higher weight or larger consignment than the data entered, the consignment may not be accepted for transportation and is a reason for withdrawal from the contract of carriage. Withdrawal from the contract of carriage for this reason does not affect the entitlement to the agreed compensation for the provision of transport. If the consignment is still accepted for transport, the Client agrees to pay the price difference, according to the new price calculated with the determined parameters and a handling fee of €20 or equivalent. The Provider is not obliged to alert about incompleteness or incorrectness of such data.

3. The extra costs incurred as a result of the Client's additional requirements for the selected Carrier shall be borne by the Client.

4. In the event that the Carrier requires printing and attaching the consignment with a label, as stated in the selection of the Carrier on the website and in the transport conditions of the selected Carrier, the Client declares that the label will be printed and handed over to the Carrier together with the relevant labels. If the consignment in question is not labelled at the time of arrival of the Carrier in accordance with these requirements, the consignment may not be accepted for carriage and is a reason for withdrawal from the contract of carriage. Withdrawal from the contract of carriage for this reason does not affect the entitlement to the agreed remuneration for the provision of transport.

5. The Client declares that the information contained on the label is correct and in accordance with facts.

6. The Client is obliged to remove from the consignment all misleading messages, signs, addresses, or previously used labels that are not related to the present consignment. A consignment that does

not comply with these Terms may not be accepted for carriage and is a reason for withdrawal from the contract of carriage. Withdrawal from the contract of carriage for this reason does not affect the entitlement to the agreed remuneration for the provision of transport. In this case, the Client undertakes to pay the Shipping Forwarder a handling fee in the amount of the transportation price, according to the currently valid price list of the selected Carrier. The same procedure will be followed if the Client arranges the service to be executed through the Parcelspot.com service but was absent on the day of arrival of the Carrier for the consignment.

7. Withdrawal from the contract of carriage for the reasons set out in Part C and H of the Terms and Conditions shall not affect the right to reimbursement of reasonable costs.

8. The Client is obliged to ensure proper packaging and thorough securing of the Consignment according to the following conditions:

a. Proper packaging depends on the goods being transported, their physical weight, dimensions and centre of gravity. **In case of Parcel Shipping, only a fully sealed parcel in a cardboard box of 2 or more layers of cardboard may be given, corresponding to the nature and weight of the goods.** Since the consignments are automatically sorted on the running belts, the consignment must be securely packaged. Suitable packaging must also be resistant to falls from a height of one meter. The cardboard box needs to be sealed from each side with adhesive tape.

b. The Client is obliged to prevent access to the contents of the consignment without leaving visible traces.

c. The Client is obliged to file a single piece of consignment for transportation as a compact handling unit in proper packaging so that it is protected against loss, damage, or destruction during transportation and handling and that it does not damage the consignments transported, the means of transport used, the transfer facility in the property, or hiring the Shipping forwarder while not endangering the safety of all persons handling the consignment.

d. Box space needs to be optimally used; the appropriate dimensions and sufficient quality of the packaging material as well as the complete filling of the inside of the box to protect the goods. Proper separation of items in the consignment with appropriate material. Loose packages must be packed at least in a cardboard package supplemented with a shrink wrap, or empty space inside the package filled with padding or other material. Damage cannot be claimed for consignments packed only in foil or plastic bag.

e. It is not possible to transport a package from which long and sharp parts protrude.

f. Fragile goods should be wrapped in polystyrene or wrapped with other soft, wrapping material. Labelling as "Caution Glass" or "Fragile" calls only for extra caution but does not protect the goods and does not release the sender from his obligation to pack the goods properly.

g. Goods which are difficult to wrap or of abnormal dimensions should be protected under the packaging film by another suitable packaging material.

h. Bottles and jars placed in the consignment must be packed in certified packages for parcel transport. Bottles in the package must be protected with a protective layer placed underneath and above, as well as between bottles

i. Bound packages cannot be accepted.

j. Goods on a pallet must be tied together by a strapping tape so that the consignment does not tilt or shift.

k. Each consignment must be packaged and ready for dispatch correctly; if the quality of the packaging is insufficient, we reserve the right to refuse the consignment or not to provide a complaint procedure. In the event of a gross breach of the Business Terms and Conditions, such as sending goods in the Prohibited List, insufficient packaging of the consignment with subsequent damage to other consignments or property of the Provider or the Carrier, the Provider reserves the right to be compensated for the damage caused by the Client.

l. If the items are not properly packaged, they will not be covered by insurance. The Client is responsible for any damage or loss of unsuitably packaged Consignments.

9. The Client undertakes to inform the Recipient (Addressee) that in the event of loss of parts or damage to the consignment, the Recipient is obliged to immediately make a record with the courier, which will include the manner and extent of damage or partial loss. The damage report must be drawn up in the presence of the courier representative (the protocol required must be legibly signed by the Addressee and the courier's representative delivering the consignment).

10. The Client shall ensure that the consignment is received at the destination. The Client is obliged to inform the Sender of the concluded contract with the Carrier.

11. The Carrier and the Provider have the right to ask the Client to provide information on the content and nature of the Consignment. The Client is obliged to comply with this request for data provision.

12. All orders made through the Client's username and password (necessary for the use of all services described in the system) shall be deemed to have been made by the Client.

13. In the event that the subject of the parcel service is particularly valuable, the Client is obliged to notify the Provider of their true value, either for each item separately or for one package, where each item worth more than €1000 (or equivalent) or a parcel of the value above that amount is deemed particularly valuable. If the Client has not acknowledged the value of the consignment in the manner described above, any performance from the insurance event will be limited as in the case of a consignment worth up to €1000 (or equivalent).

14. The Client acknowledges that the Client and the Carrier shall, in cases where there is a reasonable suspicion that the Client's consignment violates applicable legal regulations, shall immediately notify the relevant institution of such consignment and stop the consignment and arrange the consignments until inspection by the competent authority is complete.

15. The Client acknowledges that the Provider may require payment of the value for additional services not agreed upon at the conclusion of the Forwarding Contract, which the Client, Consignor or Addressee additionally require from the Carrier and also penalties charged by the Carrier for non-compliance with the transport or Business Terms, by the Client.

16. By placing an order, the Client undertakes that the Consignment will be ready for pick-up at the pick-up address between 8:00 and 18:00 of the selected day. In the event of unforeseen circumstances on the part of the Carrier, the collection may be carried out earlier or later on the selected day. Exceptionally, as a result of unforeseen circumstances on the part of the Carrier, the collection may be carried out on the next business day.

D. Responsibilities and Obligations of the Provider

1. All prices quoted on the Provider's website include VAT, unless otherwise stated.
2. The Provider reserves the right to change the price list. Furthermore, it reserves the right to make changes to the introduction of new services, to modify, or to cancel valid services, to introduce and cancel promotions or to make changes to them.
3. The Provider undertakes, through the Ordering System, to provide the Client with the Transport Services provided by the contractual partners - Carriers. The Provider is entitled to reimbursement for the mentioned services stated in the calculation of the transport price in the Ordering System or communicated by telephone.
4. Information relating to the consignment as well as proof of delivery may be retrieved, upon written request, within one year of delivery.
5. When changing the delivery address during transportation, the Provider or the Carrier shall specify and subsequently deliver the consignment to the correct address. Subsequent delivery after a first unsuccessful delivery attempt may be subject to a charge, subject to the conditions of the selected Carrier and its service.
6. The Provider undertakes to inform the Client of any information received from the Carrier regarding the transport of the Client's Consignment
7. The general limitation period of rights under the forwarding contract is 3 years. The rights resulting from the total destruction or loss of a consignment or its damage or delayed delivery shall expire in 1 year. The limitation period shall start from the day on which the consignment was delivered or when it should have been received. The one-year limitation period does not apply to the right arising from intentional damage to the obligation or if the one-year limitation period is to the detriment of the weaker party. Other rights from the forwarding contract are statute-barred at 3 years.
8. The Client may order the Provider's service 7 days a week, any time of the day.
9. The Provider does not provide consignments to P.O.BOX.

10. Pickup and Delivery Guarantee:

- a. Delivery times and collection dates are always estimated and are only approximate, not guaranteed.
- b. The Provider does not provide a guarantee of delivery, unless it is directly stated in the service description; all of these guarantees are taken over by the selected Carrier.
- c. The transport times of the shipping services shall not include the collection day of the consignment by the Carrier, unless otherwise specified, the time required for customs inspections, inspections by competent public authorities, correction of faulty customs documents, etc., delays caused by force majeure or circumstances arising from the operation as well as circumstances that the Carrier could not avert or anticipate.
- d. In case of non-delivery by the Carrier by the express transport deadline, only economy delivery price (standard product) is charged.

- e. Compensation for non-delivery at the time of the express product is only the difference between the price for express and standard delivery.
- f. The base fee does not include additional fees for services used during the ordering process, such as cash on delivery, supplementary insurance, document return, etc.
- g. In the case of personal pick-ups at pick-up points, pick-up of the consignment in question is considered to be the moment of collection of the consignment.
- h. Delivering a consignment on Saturday or Sunday is only possible with the services indicated and only if ordered or collected by the Carrier on immediately preceding Friday.

E. Limitation of liability of the Provider

1. The Provider does not carry the risk of damage to the consignment during transportation, unless it carries out the consignment itself. The Provider is only liable for damage to the consignment received during the time of arranging the transportation. The Provider shall not be liable for any breach of agreements concluded with the Carrier; therefore, the Provider shall not be liable to the Client for any damage caused by the Carrier's breach of contract of carriage.

2. In some cases, the consignment may be returned from the customs office for export or in the country concerned for the content of the goods being transported (dangerous goods, explosive substances, transport of goods that are not permitted to be transported to that country, etc.) and in such cases it is not possible to claim a refund on transport.

3. The Provider is not responsible for any non-delivery of the consignment. It shall not be liable for any other, even indirect, damage, shall not be liable for any loss of profit resulting from the use of the Parcelspot.com service associated with loss, damage or delay of the consignment. The Provider is not liable for orders not fulfilled for technical reasons, such as failure of the Provider's website. The Provider is not responsible for changes and transactions of the Client. The actual damage is the amount by which the value of the Consignment has been reduced.

4. The Client is obliged to find out all necessary information about the possibility of transporting goods to a chosen destination and the Provider is not responsible for returning the goods by the Carrier or the customs office due to non-fulfilment of these conditions. It takes into account the different delivery guidelines and conditions of different shipping companies.

5. If the Client provides incorrect information about the contents of the consignment or, if the packaging is incorrect, it is the reason for the waiver of liability for damage or non-delivery of the consignment.

6. In the event that the Client joins several consignments without placing them in separate boxes and the consignment is separated during transport and the Addressee signs the receipt of the consignment / consignments, the Client cannot exercise any rights resulting from loss, partial loss or destruction.

7. In the event of loss or destruction to part of the consignment, compensation shall be calculated in relation to the size of the consignment which the damage relates to.

8. The Provider shall not be responsible for the consignment to which a different label has been attached or any other label generated by the Parcelspot.com system, and the consignment may have changed the addressee or another parameter thereof. However, the consignment contains information about the Provider as a payer.

9. The Provider is not responsible for the incorrect delivery or non-delivery of the consignment in the event that it has been wrongly or inconclusively addressed or labelled. The required time for customs clearance may vary according to local regulations and the related expenses are borne by the Client or the Addressee. In case of packages intended for export, if the beneficiary fails to meet its obligations to reimburse the customs clearance expenses, the Client shall be liable for such expenses.

10. In matters of carrying out of orders and complaints, the Client is the only legitimate owner of the consignment, therefore eventual refunds will be credited to his/her bank account.

11. Only the Client is authorized to file a complaint with the Provider.

12. The Client is obliged to notify the Provider of any damage within 7 days of occurrence of the damage. The expiry of that period shall cease to be entitled to compensation for any damage. In the event that the delay or non-delivery of the consignment to the Recipient or non-execution of the agreed order is caused a strike, labour disputes, blockade, bad weather, heavy traffic, mechanical damage or congestion of roads and highways, or any other cause beyond control of the Provider or Carrier, this is the reason for the liability waiver.

13. The Provider is not in any way liable for lost revenues, lost profits, loss of markets, loss of reputation, loss of Clients, loss in service, loss of opportunity, even if he or she could possibly be aware that such damages or losses could arise. Likewise, the Provider shall not be liable in any way for any indirect, incidental, special or consequential damage or loss, whether such damage arose in any way, including without limitation, breach of contract, negligence or omission.

14. The Provider shall not be held liable in cases of non-liability of the Carrier under the provisions of international conventions or national law.

15. The Provider shall not be liable if it fails to comply with any obligations against the Sender, if these obligations arise from:

- A. Circumstances beyond the control of the Provider or Carrier as natural hazards, earthquakes, cyclones, storms, floods, fires, diseases, fog, snow or frost,
- B. Influence by higher powers, in particular: wars, accidents, acts of public enemies, strikes, embargo, local disputes or civil unrest;
- C. National or local disruptions in the operational and technical provision of air or land transport networks and technical-technological problems of transport or transport equipment or similar facilities,
- D. Hidden defects or internal defects of the consignment
- E. Offences of third parties such as Heist or robbery,
- F. violation (or violation of another party who has an interest in the consignment and caused your breach) obligations under these Terms,
- G. The weight or dimensions of the consignment do not match the declared weight/dimensions when sent,
- H. The contents of the consignment include a prohibited type of goods, and the Carrier has accepted such consignment,

I. The Recipient refuses, for example the recipient refuses to accept the consignment without giving a serious reason

J. Act or neglect of any customs, security, government or equivalent official or agent of an airline or an airport;

K. Refusal of the Provider to make any unlawful payments on behalf of the Client.

16. In case of breach of the provisions of the transport rules of the selected Carrier or forwarding contract by the Client, the Provider may block or remove the Client's account and also immediately withdraw from the forwarding contract without written justification.

F. Delivery

1. The delivery of the consignment to the Addressee is made to the first lockable door of the property (if no additional service is used) at the address given by the Client or by personal collection at any Collection point, if the selected service supports it.

2. Upon delivery, the Courier shall give the Addressee a carefully packaged, accurately and legibly addressed package. Courier cannot be made to wait to deliver the consignment; If it is not possible to transfer the consignment to the Addressee, the delivery may be interrupted.

3. The Consignment shall be exchanged for a signature of the Addressee or persons who may be presumed to be entitled to take over the Consignment, depending on the circumstances. In particular, they are persons present at the Addressee's premises and also persons who possess full power of attorney, even outside of the place of delivery. The delivery of the Consignment to the Addressee or another person in accordance with the first and second sentences of this provision is confirmed by his/her signature on the shipping form. The courier does not verify the identity, unless it is indicated for the selected service, delivery is deemed to have been completed even if the Consignment at the delivery address is taken over by an unauthorised person, if this fact could not have been assumed by the courier from the information available to him.

4. The courier also requires full name of the Recipient upon signing. Only after a proof of delivery is signed, the Recipient can open the box or check its contents.

5. If delivery is not made on the scheduled day for a reason of no fault of the Courier (the Recipient is absent), an additional delivery attempt will take place on one of the following working days. In the absence of the Recipient, the Courier is entitled to choose to deliver the package to an alternative address (a neighbouring address or the local post or delivery point). In that case, the Courier will leave a message at the first address, with information about where the consignment was delivered.

6. If the package is not collected within 7 days of the first delivery attempt, the Provider reserves the right to return the Consignment at the Client's expense, to the address of the Sender. Moreover, the incurred costs will be charged to the Client in accordance with these Terms and conditions.

7. A service shall be deemed not completed, without the right to a refund if:

A. Situations in paragraph E, point 15, paragraph C (8) and paragraph (H) of the Terms and conditions occur,

B. The consignment has not been paid for or lower amount than specified has been paid, or the Client or Addressee refuses to pay a fee or a difference in fees,

C. The Consignment cannot be delivered to the Addressee or returned to the Client due to missing or incorrect address of the Client.

8. In case of proven refusal to accept the Consignment by the Addressee, the Consignment is returned to the Client at his/her expense. If possible, the amount will be deducted from the Client's pre-paid account or the Client will receive a payment order.

9. The Recipient is obliged to retain the protocol of acceptance of the consignment and to show its original in case of complaint.

G. Complaints

1. The Provider/operator of the online Parcelspot.com system shall not be liable for any loss or damage to the Consignment or its contents. It is only responsible for the selection of shipping services – the Carrier.

2. The Provider is not responsible for the fulfilment of services by the Carrier. Any claims of the Client to the Carrier from the contract of carriage shall be exercised by the Client in his/her own name and must provide the Provider with the necessary assistance, in particular, to provide documents relating to the Consignment, its value etc. Application of claims by the Provider according to the preceding sentence ends with resolving the complaint by the Carrier in accordance with art. G. 18.

3. Upon request of the Client, the Provider shall refer all claims and rights to the Carrier and provide the Client with necessary assistance. The Client is then obliged to enforce claims and rights to the Carrier himself.

4. Complaints to the Contract Carrier are subject to the deadlines and Terms and conditions of that particular Carrier. The Provider will apply claims in its name to the Client's account with the Carrier, in accordance with the conditions set out in art. G. 5 to G. 16.

5. Neither the Provider nor the Carrier shall not be liable for the non-execution or improper execution of transport services, in particular:

A. The consignment was poorly addressed (e.g. error in surname, street name, number or the city of Addressee, company name, etc.)

B. The Addressee has changed the domicile or place of residence (in case of a company),

C. The actual contents of the Consignment do not match the declared content when sending,

D. The weight of the Consignment does not match the declared weight on dispatch,

E. The Recipient refuses to fulfil the conditions of delivery of the Consignment (for example, refuses to take the Consignment),

F. The cases referred to in paragraph E, point 15, paragraph C (8) and paragraph (H) of the terms and conditions, in particular those excluded from carriage, of improperly packaged consignments shall occur (also in cases where the insufficiency of packing of the consignment does not materialise after it has been taken over,

G. Incidents occur, among others: poor weather conditions (low temperatures, fog, large quantities of snow, ice, etc.), strikes, floods, earthquakes, fires, etc.

6. Damage means a change of state, i.e. Alteration of the quality, dimensions, structure, stability, composition of items constituting the consignment, which may be removed by repair, or such a change of condition which cannot be remedied by repair, but nevertheless the matter is applicable to the original purpose.

7. Destruction means a change in the state of goods constituting a consignment which cannot be removed by a repair and the item cannot be used for its original purpose.

8. In case of damage to the consignment, reasonable repair costs, which are necessary for putting the consignment to its original condition, including the cost of dismantling and assembling the case. These costs shall be deducted from the cost of the recoverable and usable residues of the parts replaced. If the damaged consignment is not repaired and is usable for its original purpose and damage, then the Client is entitled to compensation for damages equal to the price difference of the consignment against damage and after the damage occurred. The value of the damaged consignment is the amount determined by the expert opinion, or the net proceeds from the sale of the damaged consignment, if the purchaser agrees with the sale.

9. In the event of destruction or loss of the consignment, the actual value of the consignment at the time of receipt of the consignment by the Carrier or part thereof if only part of it is lost or destroyed. The value of the consignment is stated in the contract between the Provider and the Client.

10. For damaged consignments, the Client, the addressee and the Provider are obliged to permit inspection of the consignment also by representatives from the Carrier company.

11. If the basis for determining the value of the damaged or missing contents of the consignment is the tax document in foreign currency, the amount on this invoice shall be recalculated according to the exchange rate declared by The Central Bank of Ireland, valid on the date of receipt of the consignment for Service.

12. A consignment shall be deemed to be lost if it does not arrive at the domestic destination indicated in the consignment note within 14 days of the expected delivery time. 30 days in the case of an international consignment

13. Obvious violations or damage to the packaging and the losses found may be claimed at the latest upon delivery of the consignment in the presence of the courier written on the date of delivery. Damage or partial loss of the contents of the consignment must be drawn up in a damage report.

14. In the event of damage to which is not apparent upon service, only if the claim is submitted by the Client within 3 working days of receipt or return of the consignment and if the causes of damage have been conclusive, attributable to the Carrier, the claimant will be entitled to compensation. The Carrier may not be liable for mechanical, electrical, or electronic damage to the contents, even if the packaging of the consignment has been sufficient.

15. Claims regarding loss, damage, destruction or loss of the contents of the consignment shall include:

- A. Name or name and address of the applicant;
- B. Original complaint claim or printed complaint form,
- C. The identification number (ID) of the consignment within the Parcelspot.com system,
- D. Description of the contents of the consignment including the price of each item

E. Bank account number

F. Original of the consignment note (copy left by courier), a copy of the document (certified according to the original) confirming the amount of damage depending on its type (purchase invoice, voucher, cash document/purchase/sale agreement, original calculation of the cost of production Product issued by the manufacturer or the repair/correction/calculation of the repair/invoice costs) and the original damage report (the printout belonging to the injured party)

G. The service, repairer or other persons who carried out the repair of the consignment. If the consignment has been repaired after the damage occurred, or if the circumstances of the case if so required.

H. Photo documentation for consignments with partial loss or damage. The photo documentation submitted to the Provider must also include photographs of the packaging, the shipping label and the contents of the consignment to assess whether the damage to the consignment is in causation with the damage to the packaging,

I. In case of a non-delivery of the consignment, a sworn written statement is required from the addressee, confirming a non-delivery of the consignment.

J. The signature of the applicant,

K. A document proving the entitlement to claim if the complaint is a representative of the applicant.

All documents must be sent to the following address: **claims@parcelspot.com**

16. Claims arising from an improper execution of the services shall expire in the case of acceptance of the consignment without reservations.

17. The Client may suspend the right to claim arising from a complaint until such time as the Client does not equal all of his/her reimbursement, fees, costs and other expenses.

18. Complaints reported after the deadline specified in paragraph 13, claims inaccurate or incomplete, complaints reported after the deadline for filing a complaint, or a complaint filed by an unauthorised person will not be taken into account.

19. After examining the complaint by the insurer of the Carrier, the Provider, Carrier or insurer of the Carrier shall have within 30 days of receipt of the complete documentation of the complaint, in writing to the applicant whether his/her claim has been recognised, partly acknowledged or refused. The decision to submit a complaint to the Client's email address can be considered as a decision.

20. A claim shall be deemed to have been concluded if the Carrier or the insurer on behalf of the Carrier refuses to recognise the claim and also if it fails to pay the claim within 6 months from the date of receipt of the full complaint summary. The Carrier's decision to settle a claim for a particular claim reason, is final and unchangeable. The Carrier will not take any further complaints about the same consignment for the same complaint.

21. The Client to whom the claim has been granted, may be required to issue a claims invoice in the amount of the accepted claim.

22. The procedures for dealing with damage claims are further regulated by the **Complaints procedure**, which is published on the Internet at <https://www.parcelspot.com/claims-policy> which the Client is obliged to follow.

23. If the Provider approves the damage claim in the full amount, i.e. the amount in the value of the transported consignment, and informs the Client that the damage will be paid, the Client is obliged to ensure the issuance of damaged or destroyed consignment to the Provider.

24. If the consignment is damaged, destroyed or lost and the Client claims damages in the amount of the price of the Consignment, and the Provider pays the full price of the Consignment to the Client, then Provider takes on full ownership of the Consignment.

H. Items excluded from transport

1. The Client is obliged to inform third parties about the Terms and conditions and Conditions established by the Consignment's parameters. Third party is an entity who gives the Consignment to the Carrier for transport and this entity has to ensure that the consignments transferred for carriage on the basis of his/her order comply with these Conditions. The Client is responsible for fulfilment of these requirements as if he/she sent the Consignment for transport him/herself.

2. In the event that the Client gives a consignment to the Carrier that is excluded from transport without his prior knowledge and express consent the Provider assumes no responsibility for any damages incurred in connection with the transfer of the consignment and its further handling. In this case, the Client is obliged to reimburse the Provider for all costs associated with this and for any damages incurred in connection with the transfer, both in domestic and international consignments.

3. The Provider demands that the contents of the transported consignment are not as follows **(unless allowed by the chosen Carrier)**:

- A. A consignment comprising of several connected boxes,
- B. Goods subject to a particular conditions (risk of infection), contagious and bad-smelling goods,
- C. Loose (granulated) goods in bags or sacks,
- D. Lottery tickets from winning lotteries, real pearls,
- E. Bonds, exploitable cheques,
- F. Precious metals and stones, gold, cash, credit cards, ID documents, Valuables, etc.,
- G. Jewellery and watches (excluding imitation jewellery and regular watches) with a value exceeding €400 or the equivalent in local currency per parcel,
- H. Works of art, antique items,
- I. Consignments that are not protected or packaged in a manner appropriate to their weight, shape and nature, or to the requirements of the Carrier,**
- J. Consignments lacking the necessary Sender and Addressee information;
- K. Contents of which could cause damage to property or health (in particular: explosives, flammable substances, radioactive or corrosive substances, bad-smelling goods, weapons and ammunition, and other substances),
- L. A consignment containing drugs or medicines and psychotropic substances, with the exception of items sent lawfully by a competent institution for scientific or medical purposes,
- M. Live animals and plants,
- N. The remains of humans and animals,
- O. Customs record consignments,

P. Consignments with an easily perishable content or content easily damaged, as well as consignments of content which must be protected in a special way, or require special handling,

Q Unaccompanied baggage (suitcases, bags, backpacks, briefcases), unless the selected Carrier allows it,

R. Consignments with thermally unstable content,

S. Consignments addressed only by a post code (ZIP code) (without giving a full and valid address),

T. Consignments of goods falling under the ADR (Dangerous goods) scheme,

U. A consignment which, under the law, cannot be transported,

V. International consignments containing any alcoholic beverages, tobacco products and goods that are subject to excise duty,

W. Air transport consignment containing: pressurised containers (e.g. ordinary sprays), explosive substances and objects, gases and liquefied chilled gases, substances susceptible to spontaneous combustion, flame-combustors, oxidising substances, corrosive substances, and other Commodities listed in the DGR-rules for the Transport of Dangerous Goods issued by the International Air Carrier Association (IATA)

4. In case of breach of these obligations, the Contracting Parties negotiate a contractual penalty equal to the difference in the actual price of the goods thus unlawfully dispatched and the amount of €250, which the Client is obliged to pay to the Provider.

I. Dispute resolution

1. Mutual disputes between the seller and the buyer are dealt with by the general courts. The buyer, who is a consumer, has the right to out-of-court settlement of the consumer dispute from the purchase contract or the service contract according to Act No. 634/1992 Coll., of the Consumer protection Act, as amended.

2. An out-of-court solution to the consumer dispute shall commence exclusively on the proposal of the consumer and only if the dispute has not been resolved directly with the seller. The proposal may be lodged at the latest within 1 year from the date on which the consumer exercised his right of dispute at the seller for the first time.

3. The consumer has the right to initiate out-of-court resolution of the dispute online via the ODR platform available on the website ec.europa.eu/consumers/odr/.

4. For the duration of the negotiations for the out-of-court settlement of the dispute shall not start or run limitation and prescription periods under the Civil Code, until one of the parties expressly refuses to continue the negotiations.

J. Remuneration for services and payment terms

1. For all completed services ordered by the Client, the Provider charges fees according to the current price calculation on the website, including additional services, premium operations, surcharges and other services.

2. The Provider only transports packages where transport costs are borne by the Client, the packages are not shipped unpaid.

3. The Provider and the Carrier are entitled to adjust the weight or other parameters of the consignment indicated by the Client and then assign the corresponding service if they find the

difference between the specified consignment order and the actual parameters of the consignment. In such cases, the consignor shall be decisive for the purposes of calculating the amount of remuneration of the consignor.

4. Extra costs incurred for customs clearance or other proceedings are borne by the Client.

5. The Provider is entitled to negotiate with the Client on a basis of long-term cooperation own payment terms with the possibility of reimbursement of the cumulative invoice for an agreed period. The Client is obliged to pay the invoice at the latest on the invoice due date. In the event of late payment, the Provider shall be entitled late payment penalty charge together with a duly invoiced amount of 0.05% of the sum due for each day of delay.

6. The Provider is entitled to negotiate special price conditions with the Client, which are then part of the contract concluded between the Provider and the Client on the basis of a long-term cooperation. Such price conditions are valid only for the duration of the contract agreement, and the decisive date for the validity of such price conditions means the date when a specifically written contract between the Provider and the Client for the provision of Parcelspot.com services was concluded.

7. Payments shall be made in advance via bank transfers, through electronic payment gateway, using prepaid accounts in the Ordering system by deducting credits, or invoice with payment due for individually negotiated payment terms.

8. The Provider assumes no responsibility for transactions through the payment gateway.

9. In the event that the Provider wrongly invoices to the Client of the Parcelspot.com services on the basis of a tax document, the Client is entitled to notify the Provider in writing, to indicate specific irregularities and to ask the Provider to issue the new correct tax document within 30 calendar days from the date of issue of the tax document, and if the Client fails to do so, the bill provided in the tax document is deemed to be precise and the Provider is entitled to payment of the price for the services according to the tax document sent. If the bill in the tax document is incorrect, the Provider shall send a new, correct tax invoice document within 30 days of receipt of the Client's notice on the incorrect bill and cancel the incorrect tax document.

L. Credit system

1. The Client may top-up the credit balance with any sum of money within the range defined in the ordering system, even repeatedly. The maximum possible amount of the credit balance of one Client may not exceed €2000 including VAT. Credit can be topped up by one of the supported payment methods available on the ordering system.

2. If the Client's credit balance rises above the limit, the Provider reserves the right to prevent further top-up of the credit over this fixed amount, when, at the same time, if such an overstated payment is made, it will be returned to the Client into the account from which the payment was made from.

3. The Client has access to view the credit balance and to the list of transactions made after logging into his/her user account on the ordering system. In the event of irregularities, the Client is entitled to claim the amount of the credit balance or transaction with the Provider immediately after detecting any irregularities, but no later than three calendar months after the transaction was made. The Client is obliged to substantiate this claim.

4. The Provider is entitled to deduct from the value of credit the value of the remuneration of individual rewards for completed services of the Provider ordered by the Client, immediately after the payment of the individual fee to the Provider. The Provider will always charge the Client for the past calendar month and send it an overview in electronic form to the contact email of the Client.

5. Invoices-tax documents within 15 calendar days from the date of receipt of payment to the account of the Provider. The date of the chargeable event of the tax document is the date of receipt of the payment on the account of the Provider or the day of the credit increase, that day that occurs earlier.

6. The Provider reserves the right to block charging or withdrawal of credit on the Client's account if there is a serious suspicion of attempted payment by a stolen credit card, due to suspicion of unauthorised manipulation of the access data of the user Account. Due to suspicion of tampering with the account or other suspicious activity made by that account, or if there is a serious breach of the terms and conditions. At the request of the Client or at the discretion of the Provider within 1 month from the blocking of charging or withdrawal of credit in the Client's account, the amount corresponding to the balance of the credit in accordance with these terms will be refunded to the bank account.

7. If the Client requests the Provider to return the funds provided to the credit, the provider shall declare the amount that is being requested to return to the user's account and the reason for the refund. Such a note must be sent in writing to the registered office of the Provider with the original signature of the Client or electronically to the e-mail address claims@parcespot.com. The funds will be returned to the bank account from which the credit was paid in to. In case of a request for reimbursement to another bank account, the Provider reserves the right to request from the Client with signed signature or to reject the application.

8. The principal fee for the refund of the credit corresponding to 10% of the funds that are required to return, but at least 5€

9. The Client acknowledges and agrees that in the event that the credit is not exhausted for 2 years from the last change in the balance of the credit (upwards and downwards), the undrawn credit is forfeit to the Provider, i.e. the Client is not entitled to request a refund of the credit or Service Provider versus credit.

P. Transport by own Carrier

1. The Client has the opportunity to use his/her own contract partner for the carriage of consignments, i.e. own Carrier. If the Client chooses a custom Carrier to transport the consignment, the Client and the Provider may not conclude the intermediate contract for brokering, but only to conclude the sub-contract for the transfer of data.

2. If the Client chooses his/her own Carrier, the date of the closing of the consignment is entered into the contract of transfer of data.

3. In order to use the principal for the carriage of his/her own Carrier, the Client must first enter into a contractual relationship with their own chosen Carrier, obtain authentication data from the Client and transfer the authentication data to the Provider, which will then make the necessary settings in the ordering system and this custom Carrier are placed in the Carriers offer.

4. In the case of a Client using their own Carrier, the price of consignment/consignments is governed by the contractual relationship between the Client and his/her chosen Carrier, to which the Provider does not intervene. In this case, the price of the consignment is not indicated and the Client pays the

Provider according to the pricelist only the reward for entering data about the consignment through the ordering system and the transfer of data to the selected custom Carrier.

5. The Provider is not responsible for the resulting downtime of the order system and the impossibility to enter or transmit data to the custom Carrier.

6. The Provider is also not responsible for the correctness of the data transmitted by the custom Carrier using the order system.

Q. Privacy Policy

1. The Provider is the controller of personal data referred to in 4 paragraph 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter also "**GDPR**" on the protection of individuals with regard to the processing of personal data and on the free movement of such data in relation to the purchaser and the Provider in relation to the consignor and the consignee, If it is not the same entity.

2. The Client agrees that the Provider shall process, collect and store personal data of the Client as specified in the contract, possibly obtained from other sources related to mutual cooperation, and other personal data necessary for the provision of Freight forwarding services. This personal data will be processed and stored by the Provider for the purpose of fulfilling its obligations under the forwarding contract and filing purposes. Personal data means in particular:

- Clients details: first and last name, home address, bank account number, e-mail address, telephone number,
- Companies details: Name and surname of contact company, telephone number of the contact persons, e-mail address of contact persons, company name, invoicing address, ID, VAT, bank account number.

3. The Client undertakes to ensure the consent of all persons involved in the business relationship between the Provider and the Client, in particular the sender and the addressee, with the processing of personal data.

4. The Client agrees to the provision of such personal data to third parties. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.

5. The complete privacy policy is attached to these terms and conditions and is also available at <https://www.parcelspot.com/privacy-policy>.

6. The rights and obligations of the parties in the processing of the personal data of the senders and recipients are governed by the Personal Data Protection Agreement annexed to these Terms and conditions and are also available at <https://www.parcelspot.com/data-processing-agreement>.

7. The provision of personal data of persons intending to enter into a contract with the Provider is voluntary, however, by the Provider, their provision is conditional upon the conclusion of a contractual relationship and fulfilment of the Provider's obligations under this contractual relationship.

8. The Client acknowledges that he/she is obliged to state personal data (when registering, in the user account, when ordering from the Web interface of the store) correctly and truly and that he/she is obliged to inform the seller of the change in personal data. The Client confirms that the

personal data provided is accurate and that it has been instructed that it is a voluntary provision of personal data.

9. The Provider is not responsible for the correctness or truthfulness of information that registered users place on their website. The Provider is also not responsible for the correctness or truthfulness of the information provided by the Web portals on which the links on the Provider's web portal are located.

10. The Client is responsible for the consequences and damages arising from misuse of access privileges and passwords in the order system. The Provider establishes these approaches for persons authorised under the contract or authorized by the Client. The Client is obliged to take the necessary measures on his part against their misuse.

11. The Client agrees that the Provider shall record the calls made to the Provider's Client line for the purpose of improving the quality of the services provided, or for the purpose of future proof of the contents of the telephone transport orders.

R. Storing cookies, monitoring traffic and user accounts

1. The Client agrees to store the Cookies on his/her personal computer. Storing cookies does not personally identify you. Ordering may exclude the storing of cookies in your Internet browser. However, this will result in limited functionality of the Provider's Web portal.

2. The Provider's website is used by Google Analytics, a Web analytic service from Google. This program is used to monitor and generate traffic statistics for the websites Provider. Google Analytics works on the principle of storing cookies. Cookies are used to store data related to the visit and the use of the website (including the IP address). This data is used to improve the Provider's services.

3. The website also uses cookies used to identify the user in the Provider's affiliate program.

4. Backing up user data (e.g. login passwords) is required for proper use of the Provider's website. The user information includes the access information (IP address, date, time, page viewed) that is stored when the user visits the Web portal. This data will remain anonymous and will be evaluated purely for statistical purposes. These statistics are used to improve the quality of services. This data is not transferred to a third party for commercial or non-commercial purposes. The user data is backed up for 12 months.

S. Final provisions

1. These Terms and conditions shall apply as stated on the Provider's website on the date of confirmation of the request by the Client. By submitting the order, the Client accepts all provisions of the terms and conditions in the version in force on the date of dispatch of the order, including the valid price of the services ordered, unless otherwise agreed in the specific case.

2. The provider's website stores information that is protected by the copyright law. The names and designations of services are protected by the registered trademark. The names of the Carriers offered and their services are owned by the owners and are protected by then and are not affiliated with the provider

3. Any disputes, disagreements or claims arising from the contractual relationship between the Provider and the Client shall be dealt with in the first amicable way. If these disputes cannot be settled amicably, they will be dealt with by the Court's locally competent Provider.

4. A contract is concluded for one ordered trade or for a period specified in the contract. Either Contracting Parties are entitled to terminate the contract for an indefinite period of time without giving any reason. The period of notice, in this case, shall be one month and shall commence on the first day of the calendar month following receipt of the notice to the other Contracting Party. The notice period does not apply to one-off shops.

5. Any Contracting Party shall be entitled to withdraw immediately from the contract for a substantial breach of the obligations of the other party. For the avoidance of doubt, a material breach of the Client's obligations for the purposes of this Agreement is considered to be the Client's default in fulfilling the price specified in the order and violation of the obligations agreed by these terms. For non-commercial persons and non-business persons, the withdrawal from the contract and refused by the civil law

6. The challenges, resignation and other unilateral acts carried out by one of the parties in respect of the other shall, (unless they are affected), be regarded as delivered at the latest on the fifth day after the party has lodged the act in the form of the recommended letter of correspondence for the postal Transport by the Postal service operator.

7. If the relationship established by the forwarding contract contains an international (foreign) element, then the parties negotiate that the relationship is governed by the laws of the Republic of Ireland. The Provider may at any time unilaterally change these terms and conditions or the current price lists of the services, even without prior notice to the Client. The Client is obliged to regularly monitor the mentioned website of the Provider, to familiarize themselves with these changes. If the Client does not agree with any of the published changes, they are entitled to the contract concluded with the Provider before the effective date of change in writing Denounce the abovementioned method, otherwise it is considered that they have become acquainted with and agree with those changes and are bound by them from the date of their effectiveness.

8. If any provision of the terms or part thereof is deemed void for any reason, it shall be deemed to have been omitted for that purpose. This does not affect the validity of the remaining parts of the terms.

9. These Terms and conditions are an updated edition of the terms and conditions issued on 1st of May 2019 and expired on 1st of June 2019.

Appendix 1 Privacy Policy

A Basic provisions

1. The Controller of personal data in accordance to 4 paragraph 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter: "GDPR") is **PARCEL SPOT LTD., company no. 648570, incorporated in The Republic of Ireland** registered at (hereinafter: "the Administrator").

2. The contact details of the controller are

Address: 69 ESKER WOOD DRIVE LUCAN CO. DUBLIN, THE REPUBLIC OF IRELAND

Email: info@parcelspot.com

Phone: (+27) 82 525-2525

3. The controller did not appoint a data protection officer.

B. Sources and categories of personal data processed

1. The administrator processes personal data that you have provided, or personal data that the administrator has received by obtaining the information for consignments and performing other operations that are transport/service related, or by registering on the website.

2. In particular:

- First and last name
 - Company (individual) name, ID and VAT number and contact person for companies
 - contact details
 - Address
 - Email Address
 - Phone number
 - Bank connection (bank account number)
- (hereinafter referred to as "personal data")

C. Legal reason and purpose of the processing of personal data

1. The lawful reason for processing personal data is

a) Performance of the contract between you and the Administrator according to Article 6 (a) (1) b) GDPR,

b) The legitimate interest of the Controller in the provision of direct marketing (in particular for sending commercial communications and newsletters) according to Article 6 (a) (1) f) GDPR,

2. The purpose of processing personal data is

- a) Processing your order, or complaints procedure and exercise the rights and obligations arising from the contractual relationship between you and the Administrator. The personal data required for the successful execution of this agreement (name and address, contact). The provision of personal data is a necessary requirement for the conclusion and performance of the contract. Without the provision of personal data, it is not possible to conclude or fulfil the contract by the controller,
- b) Finding satisfaction with the purchase via email questionnaires,
- c) Sending commercial communications and other marketing activities.

D. Data retention Period

1. The administrator retains personal data

- a) for the period necessary to exercise the rights and obligations arising from the contractual relationship between you and the controller and the application of claims from these contractual relationships (for a period of 15 years after the termination of the contractual relationship).
- b) Consent to the processing of personal data for marketing purposes for no longer than 5 years from the last contract.

2. After the retention period of the personal data, the controller clears the personal data.

E. Personal Data Recipients (sub-contractors of the administrator)

1. Processing of personal data is carried out by the controller, however, personal data for the controller may be processed by the following Providers:

- Carriers involved in the delivery of consignments,
- Ensuring the implementation of payments are made under contract. Web application service and other services in connection with the company's activities,
- Drop-off points and their operators whose services are necessary for the provision of the required services
- Secure sales channels, marketing and email services
- Providing feedback and questionnaire inquiry in case of consent.

2. These are primarily: various courier service providers, SendGrid, Inc., Facebook, Google LLC (Google Adwords, Google Analytics, Google Disk), Amazon Web Services, Inc., ComVision Sp. z o.o., tawk.to Inc., Hotjar Limited, The Rocket Science Group, Daktela s.r.o. and other Providers of processing software, services and applications, which currently not used by the company.

3. The Controller intends to transfer personal data to a third country (to a non-EU country) or an international organisation. Recipients of personal data in third party countries are Providers of mailing and cloud services. If the consignment is in place of delivery outside the EU, you consent to the transfer of personal data to a Provider located outside the EU

F. Your rights

1. Under the conditions set out in the GDPR,

- The right to access your personal data according to 15 GDPR,
- The right to rectify personal data according to 16 GDPR, or restriction of processing according to 18 GDPR
- The right to erase personal data according to 17 GDPR.
- The right to object to the processing according to . 21 GDPR
- The right to data portability according to art. 20 GDPR.
- The right to revoke consent (in writing or electronically) to the address of the controller to whom these terms apply too.
- In case of doubts about compliance with the obligations related to the processing of personal data, contact us or the Office for Personal data protection.

G. Personal Information Security Terms

1. The controller declares that it has taken all reasonable technical, administrative and physical security measures to protect the security of the personal data.
2. The administrator declares that the personal data shall be accessible only by the persons authorised by them. Employees, contractors and agents who have access to personal data are required to keep this information confidential and may not use it for purposes other than those set out above or to deal with requests you send to us.

H. Final provisions

1. By submitting an order from the order system, you acknowledge that you are familiar with the terms of the privacy policy and that you accept it in its entirety.
2. The rights and obligations of the parties to the processing of personal data of the recipients and senders of consignments, are governed by the Personal Data Protection agreement, which is annexed 2 to these Terms and conditions.
3. If any provision of the terms or part of deemed void for any reason, it shall be deemed to have been omitted for that purpose. This does not affect the validity of the remaining parts of the terms.
4. The Controller shall be entitled to amend these terms.

Annex 2. Contract for the processing of personal data-rights and obligations between Controller and Processor

A. Basic provisions

1. The Client (hereinafter referred to as "the Controller") and is **PARCEL SPOT LTD., company no. 648570, incorporated in The Republic of Ireland** (hereinafter referred to as "the Processor"), on the basis of the contractual relationship to which this Agreement is annexed, shall cooperate in obtaining the consignment of consignments from the place of dispatch to the place of delivery, including Performing other operations related to the transport (hereinafter referred to as "ordering system").

2. In the context of this cooperation, the personal data from the senders and consignees is transferred, where the data is provided by the Controller and the Processor personal data for the controller is processed solely for the purpose of obtaining delivery of the consignment under the agreement with the Controller, and Processing of personal data (hereinafter referred to as "the processing agreement" or "agreement").

3. The Processor shall, in relation to the personal data of the senders and consignees, be the Processor 28 GDPR, unless they are also the Client. The Client is the controller of the data.

B. Processing of personal data

The Processor acts as a personal data Processor for the personal data controller-the sender is authorized to process the following personal data of the senders and recipients:

- Name and surname
- Contact details
 - Address
 - Email Address
 - Phone Number
- Bank connection (bank account number)
- Consignment identification information to the extent necessary
(hereinafter referred to as "personal data")

2. The Processor for the controller does not process any special categories of personal data.

3. The Processor undertakes to process personal data to the user in the extent and for the purposes outlined in this agreement. The processing resources will be automated. The Processor will collect, store and dispose of personal data on storage media as part of the processing.

4. The transfer of personal data takes place in such a way that the administrator, using the order system, either directly by entering date or electronically (using the administrator API), inserts the consignment data and also presents personal data that are necessary to enable the provision of services-i.e. procurement Carriage of consignments performing other operations with the transport related (hereinafter referred to as "service").

5. The controller is entitled to extend the purpose of the processing in accordance with the law, where the instruction for further processing can be communicated to the Processor only in writing – this is also the e-mail communication of the Parties addressed to authorized persons.

6. Personal data may only be processed in the workplaces of the Processor or its sub- Processor, even outside the European Union.

C. Rights and obligations of the Processor

1. The Processor agrees for the controller to process personal data provided by the Client, during the period necessary for the exercise of the rights and obligations arising from the contractual relationship between the Processor and the Client and the application of claims from these contractual relationships (after Period of 5 years from the termination of the contractual relationship to defend its rights and obligations.). Personal data are processed in accordance to the law, based on the instructions of the Controller and in accordance with the interests of the Controller and Processor will not use the processed personal data for their personal use, unrelated to their own transport.
2. The Processor undertakes to technically (e.g. encryption or other appropriate and necessary means) organise the protection of the processed personal data in such a way that unauthorised or accidental access to the data, alteration, destruction or Loss, unauthorised transmission, other unauthorised processing, and other misuse, and that all obligations of the Processor of the personal data arising out of the legal Regulations.
3. The technical and organisational measures adopted, correspond to the level of risk. The processor ensures the constant confidentiality, integrity, availability and resilience of the processing systems and services and restores the availability and access of Personal data in a timely manner in the event of physical or technical incidents.
4. The personal data will only be accessible to the authorised persons of the Processor and the subcontractors according to D. 2 of this agreement. The Processor will provide this information with the terms and extent of the processing of the data and any such person will access the personal data under its unique identifier.
5. The Processor shall assist the Client through appropriate technical and organisational measures, to meet the Client's obligation to respond to requests for exercise of the data subject's rights under the GDPR, as well as to ensure compliance with obligations in accordance to 32 to 36 of the GDPR where possible. Taking into account the nature of the processing and the information available to the Processor.
6. The Processor shall provide all the information necessary, to the Carrier, obligating under this agreement and the GDPR requirements have been fulfilled.
7. The Processor undertakes to prompt the administrator to repair, update, delete or relocate personal data as instructed by the administrator without undue delay from such a call.
8. The Processor undertakes to maintain the confidentiality of the personal data processed. In particular, it may not disclose, disperse or transmit information to other persons outside the employee's employment relationship with the Processor or other authorized persons entrusted with the processing of personal Data. The Processor shall ensure that its employees and other authorised persons also comply with the obligation of confidentiality.
9. Any suspicion of personal data breaches or other unauthorised access to personal data shall be required to be reported by the administrator by email within 24 hours of discovery.
10. If the Processor violates his obligations under the contract, it is liable for all damage caused. The Processor is responsible for the damage caused by the breach of this agreement by the staff.

D. Rights and obligations of the administrator

1. The Administrator undertakes to notify promptly, all known facts which could adversely affect the proper and timely fulfilment of the obligations arising under this agreement and to provide the Processor with the necessary synergy for the performance of this agreement.
2. The administrator grants authorisation with the involvement of a subcontractor (hereinafter referred to as "the sub-processor") as another processor according to Article 28 (a) 2 GDPR. In addition, the Processor grants the processor general permission to involve the processing of another processor of personal data. Processors must impose the same data protection obligations on their sub-processors as a processor of personal data as set out in this agreement. If that sub-processor fails to comply with its data protection obligations, the Controller shall be responsible for fulfilling the obligations of the sub-processor concerned.

The processor currently uses the following sub-processors:

- a. Carriers whose services are necessary for the provision of individual services.
 - b. The delivery points and their operators whose services are necessary for the provision of the services
 - c. Other sub-processors whose use is necessary for the operation of the services, in particular hosting and cloud services
3. If the consignment is in place of delivery outside the EU, the Controller agrees to transfer personal data to a sub-processor located outside the EU.

E. Final provisions

1. The Processor, at the request of the controller, will erase all personal data and copies thereof, unless the law imposes an obligation to impose such personal data.
2. In the event of termination of the forwarding contract and the expiry of the period referred to in C. 1, the Processor is obliged to liquidate personal data provided under this agreement
3. Contact details of the Processor in relation to this agreement: (+27) 82 525-2525 555, info@parcelspot.com.
4. Relations not expressly modified by this Agreement are governed by the GDPR and the laws of the Republic of Ireland.
5. If the data subject's objection according to Article 21 (a) 1 The GDPR undertakes to remove the Processor immediately from invitation from the written invitation of the administrator of the defective state. Email communication between the parties is also considered in writing.
6. If any provision of the agreement or part thereof is deemed void for any reason, it shall be deemed to have been deleted for that purpose. This does not affect the validity of the remaining parts of the agreement.
7. The Processor is entitled to amend this agreement. The Processor must, without undue delay, publish a new version of the agreement on its website, or Sends the new version to the administrator's email address.