

Terms & Conditions

Please Read Carefully Before Using This Website/Service.

1. Acceptance of Terms and Conditions

Use of KG Elite logistics. (the “Company”), its forwarding service and its website (this “Website”) is governed by the terms and conditions contained herein as well as the terms and conditions of the Privacy Policy posted on the Website (“Terms”). These Terms are legally binding on all users of this Service and Website and constitute a legally binding agreement between you (“User” or “Importer”) and the Company. By accessing this Website, and/or by using the Service, the User expressly and irrevocably agrees to the Terms and to abide by the Terms. These Terms currently list the Company’s current policies and terms and conditions, but, as noted below, the Terms may be adjusted from time to time at the Company’s discretion. If the User of this Service or Website does not agree with any of these Terms, the User may not, under any circumstances, utilize the KG Elite Logistics Service or Website.

2. Intellectual Property Rights

a. **Ownership** - All content, text, images, data, information and other material displayed, available or present on this Website (“Content”), including any intellectual property rights in such Content (including without limitation trademarks and copyrights) or other intellectual property rights associated with the Website (hereinafter “Intellectual Property Rights”), are the property of the Company, its licensors, or designated owners and are protected by applicable intellectual property laws. User should assume that everything User sees or reads on this Website is protected by intellectual property rights, unless otherwise noted, and may not be used without the written permission of the Company or the respective owner except as provided in these Terms. All other trademarks or registered trademarks mentioned herein are used for identification purposes only and may be trademarks or registered trademarks of their respective companies.

b. User may access, use, and display this Website on a computer, or mobile device and download and print copies of the Content only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as User complies with these Terms and all applicable laws. If User violates these Terms and/or any applicable laws, your permission to use the Service or Website terminates. User may not otherwise reproduce, sell, publish, distribute, modify, display, or use any Content or portion of this Website without the prior written permission of the Company; provided, however, if the functionality of the Website permits the e-mailing of certain Content or a link through the use of an “e-mail to a friend” (or similar) icon, User may send that particular Content to others by e-mail. User will not infringe upon any Intellectual Property Rights or remove or modify related intellectual property and/or proprietary notices contained in this Website or the Content.

c. **Registration and Passwords** - The Company may or may not at times require a User to have a password and provide registration details to access this Website or portions of this Website. If the Company does require a password and registration details, it shall be a condition of use of this Website that all the details User provides are correct, current, and complete. If the Company believes that the details are not correct, current, or complete, the Company will have the right to refuse User, the use of the Service, access to the Website, or any of its resources, and to suspend and/or terminate User's account. User is responsible for maintaining the confidentiality of any password(s) and registration details User is given to access this Website, and User is fully responsible for all activities that occur under User's password(s) and/or registration details. User agrees to notify the Company immediately of any unauthorized use of User's password(s) and/or registration details. The Company reserves the absolute right, in its sole discretion, not to issue a password to any person or entity.

3. Website and Registration Administration

a. **Website and Other Information** - As a convenience to User, the Company may in its sole discretion include certain content, tools, and resources on this Website regarding Customs, and other third parties that may affect the use of the Service, and/or that may influence the final cost of the Service. The Company has no obligation to provide such third party information on this Website, and User acknowledges that (whether or not such information is provided on this Website) the Company is not responsible for providing any such information or for the accuracy, completeness, legality of the content, tools, and resources on this Website. Moreover, the inclusion of such content, tools, and resources does not constitute professional advice and may not be construed as a means to circumvent applicable laws.

b. **Linking**- No link shall be made to any page of this Website, except a direct link to the top page <https://www.KGElite>, without framing. In addition, any link to this Website must be immediately followed by notice to the Company via e-mail at webmaster@KGElite. Moreover, in the event the Company deems User's linking practices in relation to this Website to be inappropriate, the Company may provide notice to the User concerning removal or modification of the inappropriate link, and User agrees to comply with any and all requirements of the Company relating thereto. Upon notification to the Company of User's link to the Website, as provided above, User may link to this Website unless and until the Company gives notice that User must discontinue linking to this Website.

c. **Third Party Sites and Other Information** - As a convenience to User, this Website may contain Content, links, and other information submitted by third parties over whom the Company has no control or responsibility. The Company has no obligation to monitor, control, or restrict the use of this Website or third party websites accessible via links on this Website. These other sites are not under the control of the Company, and User acknowledges that (whether or not such sites are affiliated in any way with the Company) the Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any

site by the Company or any association with its operators. Moreover, the Company has no obligation to verify any Content submitted by any user or third party or to provide any registration or other information to User concerning any Content.

d. **Authority of Website Administrator** - The Company may in its discretion modify, edit, translate, suspend, restrict access to, or terminate the Service and/or this Website, these Terms, the Content, or any link at any time without liability or prior notice. The Company may in its discretion terminate the browsing of, registration with, and use of this Website by any User at any time without liability or prior notice for any reason, including for any breach of these Terms.

4. User Requirements and Obligations

a. **Compliance** - User will comply with all applicable laws in connection with use of the Service and this Website.

b. **Unsuitable Conduct**- User will not engage in conduct on or in connection with the Service or this Website that is illegal, misleading, infringing, defamatory, obscene, offensive, or otherwise objectionable. User will not cause damage, embarrassment, or adverse publicity to the Company.

c. **User Cooperation and Notification** - User will cooperate with all reasonable requests of the Company and will notify the Company promptly upon learning of any actual or suspected breach of these Terms by User or unauthorized use or abuse of the Service or this Website.

d. **Warranty Disclaimers, Limitations on Liability, and Remedies** - The Service and this Website, its Content, and its links are provided on an “as is” and “as available” basis and are used only at the sole risk of User, to the fullest extent permissible by law. The Company disclaims all warranties, express or implied, of any kind, regarding the Service (including its forwarding schedule, clearance schedule, delivery schedules) and this Website (including its Content, hardware, software, and links), including any express or implied warranties as to fitness for a particular purpose, merchantability, title, timeliness, non-infringement, results, accuracy, completeness, accessibility, compatibility, security, and freedom from computer virus. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO USER, THE ABOVE EXCLUSIONS WILL APPLY TO USER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. The Company will not be liable for any damages or losses, including direct, indirect, consequential, special, incidental, or punitive damages, including without limitation damages for lost profits, goodwill, use, data, or other tangible or intangible losses, in connection with use of the Service, the internet, this Website, its Content, or its links, however caused, whether in contract, tort, negligence, strict liability or otherwise, even if the Company has been advised of the possibility of such damages. The Company will not be a

party to, and will have no responsibility or liability for, any transaction negotiated or arranged by a User arising in connection with the Service or this Website. In any event, if any of the above provisions in this Section are not enforceable in an applicable jurisdiction, the maximum liability of the Company will be limited to, in the sole discretion of the Company, either the (1) correction or deletion of any inaccurate Content or link; or (2) refund of any fees (excluding Customs Fees) for the Service received by the Company from User.

e. **Indemnification-** Each User will defend, indemnify, and hold harmless the Company and their respective officers, directors, employees, and agents, and any of its licensors, website partners, or contractors from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with User's actions or omissions, including use of the Service or this Website, online conduct, breach of these Terms, or dealings or transactions with other persons resulting from use of this Website.

5. Service Requirements and Obligations

a. **Authorized and Prohibited Uses-** User may use the Service for non-commercial and commercial package and mail shipments provided that User's packages and mail do not violate any laws (including export, transportation, and importation laws) in all the relevant jurisdictions.

b. **Authority to Act as User's Acceptance & Customs Clearance Agent-**The Service requires that the Company, its subsidiaries, affiliates, and agents accept, transport, import, and (when applicable) deliver User's packages and mail shipments. By accepting electronically (for example, by clicking "I Agree"), using this Website, or using the Service (for example, by sending a package or mail to the provided US address), you authorize the Company, its subsidiaries, affiliates, and agents to act as User's agent for the purpose of acceptance, transportation (whether by own equipment, or by a third party), importation ("Customs Clearance") and delivery of all packages and mail shipments sent to the provided global forwarding address. Moreover, User acknowledges and authorizes that the Company may make declarations based on the information provided by the User or found within the package or mail shipment and can accept valuations on the User's behalf (with or without User's knowledge) if such required information is not available or forthcoming.

c. **Global Forwarding Address Requirements and Limitations-** By registering to use the Service and this Website, User will be assigned a unique account number ("Mailbox #") and one or more global forwarding addresses. User will ship packages and mail to any of the assigned global forwarding addresses using the formatting provided on this Website. Global forwarding addresses are subject to change from time to time and are effective immediately upon posting to this Website. The Company will endeavour to post a notice of change of address for a period of thirty (30) days prior to any such change in address becoming effective. Each User will be solely responsible for updating/correcting any address formatting errors or omissions and will not hold the Company responsible for packages and mail that do

not arrive at the intended global forwarding address. The Company may in its discretion assist User in retrieving undeliverable shipments and/or shipments sent to the wrong address. User acknowledges and agrees to prepay any additional fees that may arise in respect to assistance provided by the Company to retrieve undeliverable shipments or shipments sent to the wrong address.

d. Import and Export Regulations and Limitations (Forwarding Country)- At the sole risk of User, the User may ship packages and mail to the assigned global forwarding address from a third country provided that the shipment comply with all applicable export regulations of the third country and all applicable import regulations of the country hosting the intended global forwarding address. Moreover, the Company will not be a party to, and will have no responsibility in such transactions. Packages shipped to the intended global forwarding country from a third country may require the services of a Customs Broker and/or may incur Customs duty charges which fall outside of the scope of the Service provided by the Company to the User. The Company may in its discretion assist User in retrieving shipments from Customs in the country hosting the global forwarding address. User acknowledges and agrees to prepay any additional fees that may arise in respect to assistance provided by the Company to retrieve shipments being held at Customs in the country hosting the global forwarding address. User will notify the Company promptly of packages being shipped to the global forwarding address that has a value exceeding \$2,500 USD or requiring a validated export license.

e. Receiving, Acceptance, and Refusal of User's Packages and Mail - The Company will receive all packages and mail delivered to the global forwarding address by courier, post or via walk-in for User. Receiving or signing for packages and mail on behalf of User does not constitute the Company's acceptance of the package or mail. Acceptance of packages and mail is subject to inspection by the Company. The Company, is obligated to carry out a visual inspection of the external package. Any damage found will be noted, however the Company is not obligated to verify the integrity of the contents. User acknowledges that inspections carried out by the Company are for the sole purpose of determining whether the contents of the User's package or mail can be shipped by air. User shall not hold the Company liable for damage to the contents of a package or mail where the packing was found to be inadequate for the nature of the goods whether the Company ought to have known that such damage was likely to occur or not. The Company may in its discretion refuse any package or mail and will notify User promptly of the reason for refusing the package or mail. User will cooperate promptly with all reasonable requests of the Company to resolve instances where packages or mail have been refused. Refused packages and mail will be held in storage for a maximum of thirty (30) days prior to disposal by the Company. The Company may in its discretion assist User in returning refused shipments, User acknowledges and agrees to prepay any additional fees that may arise in respect to assistance provided by the Company to return such shipments to the vendor.

f. Hazardous Materials and Restricted Commodities - The Service may not be used for restricted commodities including hazardous materials, live animals, perishable items, human remains, wet cargo, precious metals, cash, monetary instruments, high value jewellery, manuscripts, etc. Hazardous materials include, but are not limited to explosives; gases (compressed, deeply refrigerated, liquefied or dissolved under pressure); flammable and combustible liquids; flammable solids; substances liable to spontaneous combustion; substances that on contact with water emit flammable gases; oxidizing substances; organic peroxides, poisonous (toxic) and infectious substances; radioactive nuclear substances; corrosives; miscellaneous products, substances or organisms which may reasonably be considered to be dangerous to life, health, property or the environment when handled, offered for transport by air or transported by air; goods that are otherwise by their nature or quantity either singly or collectively are liable to endanger life or imperil property. International Civil Aviation Organization regulations generally forbid the carriage of hazardous materials aboard aircraft. User may not cause or attempt to cause the Company to receive, inspect or forward by air any package containing hazardous materials; Moreover, User will be solely liable for all damages that may arise from any accidents or incidents involving hazardous materials.

g. Import Regulations and Restrictions (Home Country) - At the sole risk of User, the User may ship packages and mail to the assigned global forwarding address for reship to their home country, provided that those shipments comply with all applicable laws, quotas, restrictions and permit/licensing requirements of the intended destination country. The User acknowledges that the Company is not in the business of providing professional advice regarding applicable import laws, quotas, restrictions and permit/licensing requirements of the intended destination country. The Company does not vet shipments arriving at the assigned global forwarding address to determine whether shipments meet such import laws, quotas, restrictions or permit/licensing requirements, therefore User shall consult the services of the competent Authority in the intended home country for advice regarding applicable import laws, quotas, restrictions and permit/licensing requirements and shall obtain any applicable permits/licenses that may be necessary to import such shipments into the intended home country prior to sending such shipments to the assigned global forwarding address. User will cooperate with all reasonable requests of the Company to provide permits or licenses where necessary and will notify the Company promptly upon obtaining such permits and licenses. The Company will promptly notify the User upon learning of any actual or suspected breaches of any applicable import laws, quotas, restrictions and permit/licensing requirements. The Company will not be a party to, and will have no responsibility or liability in cases where User is found in breach of applicable import laws, quotas, restrictions, and permit/licensing requirements. User will notify the Company promptly where User's shipment requires special tax treatments in respect to tax exemptions and tax allowances and shall provide all applicable completed supporting documents to the Company.

h. Customs Inspection, Valuation, Clearance, Storage and Disposal - The Service requires that Customs and Border Protection (CBP) and various other external Authorities in the intended destination country be given unrestricted access to inspect User's shipments as deemed necessary to safe guard the destination countries' border, people, livestock,

agriculture, etc. By using the Service, you authorize CBP, its agents and any other Government Authority, and their agents to inspect User's shipments and if necessary, to detain, confiscate, or destroy shipments that pose a threat to that countries national security. In such cases each User will defend, indemnify, and hold harmless the Company from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with inspecting, detaining, confiscating, storing, and destroying such shipments. The Company will promptly notify the User upon learning of a shipment being detained, confiscated, or destroyed. User will indemnify, and hold harmless the Company and their respective officers, directors, employees, and agents from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with errors or acts of omissions on Customs declarations. Moreover, User will indemnify, and hold harmless the Company for any errors made or acts of omissions made by Customs in respect to valuation of shipments.

i. Service Rates and Payment Requirements - The Company publishes Service rates on this Website. These rates are subject to change from time to time and are effective immediately upon posting. Therefore, User is advised to review these rates occasionally or at least every thirty (30) days. The Company will endeavour to post a notice of change to the Service rates for a period of thirty (30) days prior to any such change becoming effective. The Company will invoice the User on a per package/mail basis for the Service in USD. Invoices will at the sole discretion of the Company show the user's home currency equivalent and shall be based on the prevailing exchange rate of the invoice date. Invoices are due upon receipt. User will be allowed a fourteen (14) day grace period to settle open invoices. Storage fees may accrue after the fourteen (14) day grace period has expired. Packages/Mail with invoices that are not settled within thirty (30) days of the invoice date will be considered forfeited by the user and will be disposed of at the sole discretion of the Company. User will defend, indemnify, and hold harmless the Company from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with the disposal of forfeited packages/mail.

j. Insurance Requirements, Coverage and Limitations - The Company will provide insurance coverage for all insurable packages unless User opts out of the insurance program. The Company may in its discretion remove User from the insurance program. Where a User opts out of the insurance program or the Company removes User from the insurance program, the User will not be charged an insurance fee. Insurance charges are based on the declared value of the package. Packages with no value declared (NVD) will be insured up to \$100 USD. Packages with a declared value over \$5,000 USD fall outside the scope of the insurance program included with the Service and the User will notify the Company promptly if insurance coverage will be required. User acknowledges and agrees to prepay any additional fees that may arise in insuring packages with a declared value over \$5,000 USD. Hazardous materials and restricted commodities are not insurable.

k. **Claims Process and Limitations** - User may file a claim on lost and damaged packages, as well as on missing items from a package that are insurable provided User has not opted out of the insurance program. Claims for lost packages received by the Company but not forwarded to the home country must be filed within thirty (30) days of the arrival notification at the assigned global forwarding address. Claims for lost packages stowed by the Company in a Customs bonded warehouse or in-store, must be filed within thirty (30) days of the Customs hold or ready for pickup notification. Claims for damaged packages or for missing items from a package must be filed at the time of package delivery to the User. User shall provide supporting documentation to substantiate claims and where an item was damaged, User shall return the original package, dunnage, and damaged item. User will cooperate with all reasonable requests of the Company for information pertaining to a filed claim. Claims may take up to 30 days to be processed. The Company will reimburse User by cheque or direct deposit for approved claims. The amount reimbursed will be the lowest of the following: Declared value on the invoice attached to this website, declared value on the invoice found on/in package, or declared value on invoice included with claim (packages without an invoice will be valued at no more than \$100 USD).

6. Miscellaneous

a. **Separate Terms and Conditions** - In connection with User's use of particular ancillary Services and/or access to Content contained in certain areas of this Website, it may be necessary for User to consent to policies or terms and conditions in addition to the Terms set forth herein, which User should read carefully before making any use of such Content or areas of this Website. Any such additional terms and conditions will not vary or replace these Terms regarding any use of the Service or this Website, unless otherwise expressly stated.

b. **Privacy Policy** - The Company is concerned about privacy and has developed a policy to address privacy concerns. User can find the current privacy policy at <https://www.KGElite> (the "Privacy Policy"). The Privacy Policy is hereby incorporated into these Terms by reference and constitutes a part of these Terms.

c. **Dispute Resolution; Applicable Law and Forum** - With respect to any and all disputes arising out of or in connection with the Service or this Website or these Terms (including without limitation the Privacy Policy), the Company and User agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. The Company has no obligation to become involved in any dispute between a User and any other person. The Service, this Website, these Terms, and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of Jamaica without regard to its conflict of law principles in any other jurisdiction. The Company and User agree that all disputes arising under this agreement will be settled exclusively through confidential binding arbitration in Kingston, Jamaica, by a

sole arbitrator nominated by agreement of the parties through the Dispute Resolution Foundation. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. User agrees that the Company is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the provisions of these Terms pending a final arbitral decision.

d. Modification of Terms, Etc. - These Terms constitute the complete agreement between the parties with respect to their subject matter and supersede any prior agreement or communication. These Terms are subject to change from time to time and are effective immediately upon posting. The Company will endeavour to post a notice of any changes to these Terms for a period of thirty (30) days following any such modifications. Therefore, User is advised to review these Terms occasionally or at least every thirty (30) days. User's continued use of the Service, this Website, subsequent to the Company's notice of modification of these Terms, shall constitute User's acceptance of the modified Terms. If any provision of these Terms shall be found to be invalid, illegal, or otherwise unenforceable, such finding shall not affect the other provisions of these Terms, or the whole of these Terms, but such provision shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements set forth in these Terms. The parties hereto are separate and distinct, and this agreement is not intended to create and does not create an agency, partnership, or joint venture relationship between the parties nor do these Terms extend to any third party. User's obligations pursuant to these Terms shall survive termination of the Service, this Website, any use of this Website, any Content provided by User on this Website, and/or these Terms.

e. Contact Information - If you have any questions regarding these Terms, the Service, or this Website, please contact the Company at webmaster@KGElite.