

## Terms and Conditions for ZipX(HK)

Welcome to ZipX(HK), all services provided by ZipX(HK) are governed under the Terms and Conditions listed below, and are subject to change at any time.

# TERMS AND CONDITIONS

Once you start to use the ZipX(HK) Services, you are agreeing to these terms and conditions. It is your responsibility to review the Terms and Conditions periodically. If you continue to use our services, it implies your acceptance of any revised terms and conditions. In case of any dispute, the latest Terms and Conditions prevail. If you do not agree with any amendments, please cease using the services.

We are committed to offering you a pleasant and enjoyable customer experience using our website and our services. Please read all the Terms and Conditions carefully. If you have any doubt, please clarify with our staff.

The following terms, unless otherwise defined, shall have the meanings ascribed to them below:-

"We" or "Our" or "Us" means ZipX(HK).

"You" or "User" means any persons or entities accessing the website and/or using the services available under the website.

"Website" means the ZipX(HK) website and the contents accessible at the URL link [www.zipx.com/hk](http://www.zipx.com/hk)

"Services" means all the services offered by us on the website.

"Product", "Item" or "Shipment" means the goods, merchandise, freight, packets or goods purchased by User on the on-line websites of merchants.

"Terms" means the terms of use set out herein.

ZipX(HK) provides you with one-stop service of logistic and shopping according to the Terms and Conditions of service. We reserve the right, at our sole discretion, to change, modify, delete or add to these Terms and Conditions from time to time without notice. The amended Terms and Conditions shall apply with immediate effect.

ZipX(HK) prohibits any illegal activity by its Users. Any charges incurred, for legal advice or otherwise, by ZipX(HK) in connection with the enforcement of the law against a User or a potential User will be the financial responsibility of the User or the potential User.

## A. Registration

### 1. Agreement

By registering for a ZipX(HK) account, you are entering into this legally binding user agreement with ZipX(HK), on behalf of yourself and/or the entity you represent. You acknowledge and agree that you have read and will comply with all of these Terms and Conditions.

### 2. Account Creation

To register for an account, you should be aged 18 or above and need to provide ZipX(HK) with your name, a valid email address, street address, and mobile phone numbers. We reserve the right to terminate any account that we find to have provided inaccurate information, or if we determine that the account may be compromised or used for fraudulent purposes. You may not open more than one ZipX(HK) account. You are not allowed to transfer your ZipX(HK) account or your account login/password to any other person.

### 3. Location-specific

ZipX(HK) account can only be created and provide services to the User resides in Hong Kong.

### 4. Responsibilities of User

You agree to keep your ZipX(HK) password confidential and are responsible for any use of the ZipX(HK) website under your account accessing through your login and password. If you find or suspect any unauthorized use of your account, or any known or suspected security breach such as disclosure or loss of your password, you should inform ZipX(HK) immediately.

### 5. Privacy Protection

We shall collect certain personal information from you, such as your name, address, email address, mobile phone numbers, etc. for provision of services to you. Information we collect about you will not be disclosed by us to any other third party unless it is related to fulfillment of services to you or authorized by law. The information you submit when opening a ZipX(HK) account, or when you use the Services via the ZipX(HK) website may be transferred to, stored in and/or processed in other countries when such transfer, storage and/or processing are necessary to

provide ZipX(HK) services to you. By opening a ZipX(HK) account, you agree to the transfer, storage and/or processing of certain personal information in such countries. Under the Personal Data (Privacy) Ordinance, you have a right to request access to information about you held by us. If you wish to do so, please access your own account profile using your login and password in the website.

## 6. Cost Calculator

We provide a Shipping Cost Calculator to facilitate your estimation of the combined costs of duty, taxes and international shipping based on the information you provide. The actual cost may vary from the estimate due to different factors such as changes in fuel surcharge; changes in currency exchange rates; differences between the estimated and the actual weights; or the use of volumetric weight, etc.

## 7. Indemnity and Limitation of Liability

- a) You agree to indemnify and hold harmless ZipX(HK) from and against any claims, damages, expenses and/or losses whatsoever arising from or in connection with your access to the website and/or use of the Services.
- b) In no event will ZipX(HK) be liable for any indirect, consequential, incidental, punitive or exemplary damages of any kind, nor for any loss of business, revenue, profits, goodwill, or opportunity, arising out of the use of ZipX(HK) Services.
- c) The maximum liability of ZipX(HK), and your compensation for errors in ZipX(HK) Services provided to you under this agreement, is limited to HK\$800 (or equivalent) per incident.

# B. Online shopping from overseas merchants

## 8. Ordering Products

- a) After successful account opening, you will receive the respective overseas shipping addresses for use in online shopping in the participating countries. When you place an order with an online merchant and use the overseas shipping address as a delivery address, you authorize us to handle your ordered item on your behalf and appoint us as your freight agent to ship the item to Hong Kong in accordance with these Terms. You will pay the merchant directly for the product and the cost of domestic shipping (if applicable), for delivery to your overseas shipping address. You agree to comply with any conditions and restrictions of sale

which are specified on the merchant's website or which you are notified of during the purchase process.

- b) We have the right to open and inspect a shipment without prior notice to User. We reserve the right at all time to decline any shipment, or refuse to accept delivery of any purchase, or return of any items as we deem appropriate in our absolute discretion and without attributing any reason thereto.
- c) You will take all reasonable measures to ensure that you're using the correct overseas shipping address, including your name and account number. We are not liable for any failure in Services due to incorrect information provided by User.
- d) You are solely responsible for selecting and ordering the products from the merchant, and your purchase of a product is a transaction solely between you and the merchant. We have no liability for any failure of the merchant to ship to your overseas shipping address, fulfill your order, or for any defects in any product you purchase. We do not handle communications with merchant regarding product exchanges which is your own responsibility. Only upon your request, we shall arrange for the return delivery of item to the merchant if the item is still at your overseas shipping address. You will be responsible for the related return charges.

## 9. Delivery of Products

- a) ZipX(HK) will not be liable for items lost or damaged in transit from the merchant to your overseas shipping address. We reserve the right to reject acceptance of item at the overseas shipping address if, upon inspection of the outside of the packet, it is obvious that the item is damaged or incomplete. In such a case, we will refuse acceptance of the item and notify you.
- b) We will inform you when your item is received at the overseas shipping address and advise you the cost of duties, taxes (if any) and international shipping/handling, and seek your acceptance of the cost and payment. Upon settlement of the relevant charges, we will deliver your item to your registered address in Hong Kong.
- c) If after delivery to you, you determine that any product is defective or does not otherwise meet your expectation, you agree that you will hold ZipX(HK) harmless from any liability and will seek any remedies solely from the merchant.

## 10. Inspection of Packets

- a) In handling your item upon receipt, during storage or preparing export shipment, you authorize ZipX(HK) ) to open and inspect any packet, or part thereof, for security reason and compliance with any export and import laws, without prior notice and without liability to you. However, we do not accept responsibility for the accuracy of product descriptions and other information provided by you. User is responsible for all import obligations to which the item will be sent.

- b) If we so happen discover that the description of the contents of the packet or other information you provide is not accurate, we may request you to provide additional documentation about the contents and/or their value, we may then correct the information or we may refuse to ship it. You will be informed of any changes.

## 11. Unacceptable Shipments

- a) ZipX(HK) will retain all items that are (i) restricted or prohibited for export or import to Hong Kong; or (ii) unsafe for international transportation. After you have been informed of the situation, you will have 14 days to advise us on disposal of the item such as (i) return the item to the merchant; or (ii) ship to an alternative domestic address of the origin country; or (iii) dispose the item at the origin country. You will be responsible for all the related charges. If we receive no response from you within 14 days, the item may be destroyed without any liability on us.
- b) Products that cannot be legally sold (such as illegal drugs) cannot be returned to the merchant or shipped to an alternative address. They are subject to seizure by law enforcement authorities for any further investigation.

## 12. Mail in Contents is Not Allowed

- a) ZipX(HK) is not a mail forwarding agent and will only handle items ordered by you through online shopping. We will not accept or handle any mail or packets addressed to you that do not contain items of value.
- b) The overseas shipping address is to be used for receiving your ordered item in the participating country only. You should not use your overseas shipping address for any other purposes.

## 13. Unidentified Items.

- a) It may happen that we cannot identify the appropriate recipient of the item received at the overseas shipping address, such as the name and/or the account number may be missing or wrongly written. If you have ordered a product and there is an unusual delay in receiving notification from ZipX(HK) for the receipt of item at the overseas shipping address, you should contact our Customer Service for searching the expected item.
- b) Additional handling charges in identifying the recipient may apply if your packet is incorrectly or inadequately addressed.
- c) Any items received at our overseas shipping address for which the recipient cannot be determined after our reasonable effort of searching will be held for 60

days. If they remain unclaimed after the 60-day period, we will have the right to dispose the items at our sole discretion.

## C. Delivery in Hong Kong

### 14. International Shipment

- a) After settlement of all the charges involved, including all duties, taxes, shipping, fuel surcharge, any country-specific customs fees, and any applicable handling or storage charges; we will arrange international shipment to Hong Kong and deliver the item to the registered delivery address.
- b) To enable us forwarding your item to Hong Kong, you appoint ZipX(HK) to act as your agent to manage all export, import and customs clearance procedures and to ensure that customs duties and taxes are paid to the relevant customs and tax authorities. We will perform these functions based on the information you provide and, accordingly, we will not be responsible or liable for any additional duties or taxes that are assessed if the information you provide to us is inaccurate or incorrect.
- c) You must provide an accurate description of the contents of your packet, and its value for compliance with export and import requirements. You are solely responsible for the correctness and accuracy of all information you provide to us regarding the contents and value of your package. You agree to indemnify and hold ZipX(HK) harmless from any liability for any under-declaration of value or other inaccurate information provided. Please also be informed that your item may be inspected at any time by export and import authorities.
- d) As mentioned earlier, the international shipping and handling charges calculated by our Shipping Cost Calculator are estimates only. It may differ from the final shipping charges which can only be determined when we receive the packet at your overseas shipping address. You are responsible for payment of all actual international shipping and handling charges, even if they differ from the original estimated cost.

### 15. Delivery of Item

We will arrange delivery of the shipment to your registered delivery address according to our delivery schedules after import customs clearance and full payment of all the related charges involved. We are not liable for any damage or loss caused by delays.

## D. Prohibited Items

### 16. Unacceptable Items for Shipment

You should not use or attempt to use our Services to receive or send illegal or prohibited goods, hazardous or dangerous materials. Goods are unacceptable for shipment if:

- i. they fall on our list of [Prohibited Items](#);
- ii. the goods are classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), any applicable government department or other relevant organization;
- iii. we decide that we cannot transport an item safely or legally (such items include but are not limited to: animals, currency, bearer-form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

## E. Compensation and Returns

### 17. Lost or Damaged Items

In the case of loss or physical damage to the item under our custody, we will refund the shipping charges for the affected shipment and the price of the goods in the case of lost or total damage up to the actual or declared cash value of HK\$800, whichever is lower. Compensation includes actual or declared value of goods and international shipping costs (excluding fuel surcharge and duties paid).

### 18. Lodge the Claims

All claims for loss or damage must be made to ZipX(HK) within 14 days from the date of delivery of the item to you, failing which we will have no liability whatsoever. All claims must be made in writing, accompanied by original copy of the consignment note / air waybill and any supporting documents, such as invoices and/or receipts for that item.

## 19. Returns and Exchanges

User will need to make direct arrangements with the merchant for any returns, refunds or exchange in accordance with the merchant's terms and policies. We do not facilitate any exchanges and will only facilitate the return of item to the merchant upon your request while the item is still at the overseas shipping address at your cost.

## F. General

### 20. Termination of Account

You may terminate your ZipX(HK) account at any time. As mentioned in these Terms and Conditions, we may suspend or terminate your account if you fail to comply with these terms and conditions, and in the event of such suspension or termination we will incur no liability to you.

### 21. Force Majeure

We are not liable for any delay, loss or damage arising out of circumstances beyond our control including but not limited to: natural disasters or acts of God such as earthquake, typhoon, hurricane, tornado, storm, flood, fog; circumstances beyond our control such as plane crash or embargo; war, riot, civil commotion or industrial action; damage to, or erasure of, electronic or photographic images, data or recordings due to electrical or magnetic interference.

### 22. Law of Enforcement

This agreement is governed by the laws of the Hong Kong SAR without regard to the conflicts of laws principles.

Should there be any discrepancy or inconsistency between the different language versions of these Terms and Conditions, the English version shall prevail.