



eShipGlobal

Terms of Service

TERMS OF SERVICE

Thank you for using eShipGlobal's Shipping System. eShipGlobal ("Shipping Service"), owned and operated by eShipGlobal, Inc ("eShipGlobal"), is provided to universities and students (collectively "CUSTOMER") at Dallas under the terms and conditions of this eShipGlobal Terms of Service (TOS) and the agreement between the parties hereto of even date ("Agreement"). The terms "eShipGlobal" and "eShipGlobal, Inc" are used interchangeably herein and provisions of this TOS apply equally to both. By using eShipGlobal services, both parties hereto are indicating their agreement to be bound by all of the Terms and Conditions of the TOS.

DESCRIPTION OF SERVICE

eShipGlobal is a Shipping Service provider that coordinates between CUSTOMER location and package delivery companies ("Carriers") as set forth in the Agreement to (i) provide CUSTOMER with a process for initiating shipment of packages via eShipGlobal's shipping system, (ii) provide CUSTOMER the capability to send electronic mail ("email") via the World Wide Web to parcel recipients and CUSTOMER designated email addresses, (iii) enable CUSTOMER to obtain and view current status of all transactions and records pertaining to parcels shipped using the service. eShipGlobal will not take physical possession of any parcels shipped by CUSTOMER. eShipGlobal may: (1) provide equipment, including computers, printers, and any other ancillary equipment, necessary to establish a connection to the eShipGlobal application.

In consideration for this Service, CUSTOMER agrees to: (1) provide certain current, complete, and accurate information prompted to do so by the Service and as may be required to fulfill the objective of the agreement and the TOS, and (2) maintain and update this information as required to keep it current, complete and accurate. All information requested at original sign up shall be referred to as registration data ("Registration Data"). eShipGlobal will maintain the "Registration Data" and all data supplied by CUSTOMER as confidential information and will disclose such information only upon written approval by CUSTOMER or when eShipGlobal is required to disclose such information by applicable law or legal process. In the event eShipGlobal may be required to disclose such information, it shall provide CUSTOMER within written notice as soon as practicable after eShipGlobal is advised that it may be required to disclose such information. eShipGlobal agrees to use reasonable commercial efforts to maintain the confidentiality of all data supplied by CUSTOMER.

If any information provided by CUSTOMER is inaccurate and materially and adversely affects the ability of eShipGlobal to provide the Service, eShipGlobal retains the right to terminate CUSTOMER rights to use the Service. Requests for shipment of parcels submitted via eShipGlobal from CUSTOMER are subject to refusal for shipment by Carrier. CUSTOMER makes no representation or warranty regarding the quantity of parcels to be shipped by it pursuant to requests for shipment submitted via eShipGlobal and is under no obligation to submit any requests via eShipGlobal to ship parcels.

MODIFICATIONS TO TERMS AND CONDITIONS

eShipGlobal reserves the right to modify, at its sole discretion, the TOS agreement from time to time. CUSTOMER's continued use of the Service after the effective date of the changes constitutes an affirmative: (1) acknowledgment by CUSTOMER of the TOS and its modifications; and (2) Agreement by CUSTOMER to abide and be bound by the TOS and its modifications. If CUSTOMER does not agree to be bound by the changes, a request for termination should be delivered to eShipGlobal in writing and via email to support@eshipglobal.com.

MODIFICATIONS TO SERVICE

eShipGlobal reserves the right to modify, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database, or content. Emergency fixes or patches to restore Service may be delivered without notice provided, however, eShipGlobal will use reasonable commercial efforts to promptly notify CUSTOMER of any fixes or patches that impact usage of eShipGlobal by CUSTOMER.

If the modification provided includes suspension or discontinuance of Service, materially impacts the manner in which CUSTOMER utilizes the Service or limits to certain features or restrictions of Service, CUSTOMER will receive 60 days prior written notice. eShipGlobal shall not be liable to CUSTOMER or any third party should eShipGlobal exercise its right to modify, suspend, limit or discontinue the Service and provide notice as mentioned above.

CUSTOMER acknowledges that the services provided by eShipGlobal may from time to time be unavailable due to repairs, maintenance, server or capacity issues, or telecommunications network issues. eShipGlobal do not in any way warrant or guarantee continued access to the service.

CUSTOMER must comply with any policies and directions notified or given by eShipGlobal as the occupier of any premises from which the CUSTOMER accesses the eShipGlobal's shipping system. CUSTOMER acknowledges that eShipGlobal shall be entitled to the benefit of these Terms and Conditions and may enforce them accordingly.

CUSTOMER acknowledges that from time to time eShipGlobal may update these Terms and Conditions and agrees to be bound by any such updates or changes.

PRODUCT IMPROVEMENTS

eShipGlobal is continually evolving its Shipping Services, providing enhancements, and developing new features and retains the rights and title to all eShipGlobal services including improvements, enhancements and features.

USER SESSIONS

CUSTOMER may access the shipping system for up to 30 minutes at a time. CUSTOMER sessions will automatically expire after 30 minutes of inactivity. To ensure all CUSTOMER have equal access, eShipGlobal reserves the right to end a CUSTOMER access to the shipping system after 30 minutes of use for each shipment.

ABUSE OF PROPERTY

eShipGlobal will not tolerate CUSTOMER vandalizing or causing damage to the shipping system and reserves the right to remove CUSTOMER found abusing eShipGlobal property from the premises where they accessed the service.

PAYMENT TERMS

When claims have been reported to a Carrier, but they have not yet been resolved, CUSTOMER agrees to pay freight charges to eShipGlobal as agreed. eShipGlobal will credit the CUSTOMER account for the amount of the resolved claim. If CUSTOMER provides incorrect package details for a shipment, and/or the Carrier charges eShipGlobal any additional fees, including any costs associated with the re-shipment of a package, eShipGlobal reserves the right to recoup these costs from the CUSTOMER via an additional charge(s) or subsequent invoice(s), with the exception of any known fixed costs, such as Residential Delivery fees, which will be automatically included in the total shipment amount. Any additional charges as a result of but not limited to the following reasons: Package Non-delivery/Return, (Incorrect address Recipient unavailable for delivery, Package refused to be accepted, No access to the location etc.), Out of area delivery charges and Weight correction charges.

PRIVACY POLICY

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to eShipGlobal. Any modification to the Software performed by CUSTOMER directly or indirectly extending the current capabilities shall be the property of eShipGlobal and all copyrights and other rights are hereby assigned to eShipGlobal.

It is eShipGlobal's policy to respect the privacy of CUSTOMER. Therefore, in addition to the privacy of Registration Data as discussed in Section 2 above, eShipGlobal will not monitor, edit, or disclose the contents of CUSTOMER's shipping transactions, address book contents or private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the law or comply with legal process served on eShipGlobal; (2) protect and defend the rights or property of eShipGlobal; or (3) act under exigent circumstances to protect the personal safety of CUSTOMER or the public.

CUSTOMER acknowledges and agrees that eShipGlobal neither verifies or endorses the contents of any CUSTOMER parcel or electronic communication nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement such contents of third-party intellectual property rights, or from any crime facilitated thereby.

CUSTOMER acknowledges and agrees that certain technical processing of shipment information, address book contents and email messages and their content may be required to: (1) send and receive messages; (2) conform to connecting network's technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements.

USERNAME AND PASSWORD

CUSTOMER will receive a username and password. It is the responsibility of CUSTOMER to maintain the confidentiality of their username and password and all activities performed under CUSTOMER username and password and to log out after each session. The username and password may be changed by the CUSTOMER. The parties hereto agree to immediately notify each other of any unauthorized use of CUSTOMER's account or any other breach of security known to either party.

CUSTOMER CONDUCT

CUSTOMER is solely responsible for the contents of shipments and transmissions through the Service. CUSTOMER's use of the Service is subject to all applicable local, state, national and international laws and regulations, as well as each respective Carrier's service terms and conditions including packaging standards. CUSTOMER agrees that it will use reasonable commercial efforts to ensure that its use of the Service: (1) not disrupt or interfere with networks connected to the Service and (2) will not disrupt or interfere with another customer's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

eShipGlobal may, at its sole discretion, terminate Service should CUSTOMER's conduct fail to conform in any material respect, to these terms and conditions of the TOS. Said termination will be upon 60 days prior written notice by eShipGlobal

TERMINATION

eShipGlobal may terminate the Service, with or without cause, at any time with 60 days' notice. CUSTOMER may terminate the Service, with or without cause, at any time with 60 days' notice. A written notice to the other party shall initiate termination. Neither party shall be liable to other party or any third party for termination of Service.

Should CUSTOMER object to any changes in the terms and conditions of the TOS, CUSTOMER's sole and exclusive recourse is to terminate its Agreement with eShipGlobal. CUSTOMER would have access to Service and its' data and records for the period of 60 days after notice of termination. If required, eShipGlobal technical staff will provide support to CUSTOMER to make the requested data available, at no additional charge.

DISCLAIMER OF WARRANTIES

CUSTOMER expressly agrees that, except as expressly set forth herein, use of the Service is at CUSTOMER's sole risk. Except as expressly provided herein, Service is provided on an "as is" and "as available" basis. Except as expressly provided herein, eShipGlobal expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. eShipGlobal makes no warranty that the Service will meet CUSTOMER requirements, or that the Service will be uninterrupted, timely, secure, or error free, nor does eShipGlobal make a warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the software will be corrected. CUSTOMER understands and agrees that, except as expressly set forth herein, use of the Service is obtained at CUSTOMER's own discretion and risk and that CUSTOMER will be solely responsible for any damage or loss that results from the use of the Service. eShipGlobal makes no warranty regarding any goods or services purchased or obtained from Carriers through the Service or any transactions entered into with Carriers through the Service. No advice or information, whether oral or written, obtained by CUSTOMER from eShipGlobal or through the Service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to CUSTOMER.

COVENANTS

eShipGlobal covenants that it will use reasonable commercial efforts to (i) make the Services available for use by

CUSTOMER twenty-four (24) hours per day, seven (7) days per week, excluding scheduled downtime for preventive maintenance, (ii) promptly and accurately transmit requests for shipment of parcels submitted by CUSTOMER via eShipGlobal to the appropriate Carrier, (iii) promptly respond to and resolve questions or complaints submitted by CUSTOMER with respect to the Service, (iv) promptly raise with Carriers any questions or complaints submitted by CUSTOMER with respect to shipment of parcels initiated via eShipGlobal, (v) promptly and accurately transmit to CUSTOMER any communications from Carriers addressed to CUSTOMER and submitted via eShipGlobal and (vi) retain for period of not less than one (1) year all data relating to transactions initiated by CUSTOMER via eShipGlobal. eShipGlobal covenants that (i) it will perform preventive maintenance only between the hours of 9:00 p.m. and 6:00 am, Central time and (ii) it will not send any unsolicited advertisement from third parties to CUSTOMER.

LIMITATION OF LIABILITY

CUSTOMER agrees that eShipGlobal shall not be liable for any indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Service or resulting from any goods or services purchased or obtained from Carriers or messages received or transactions with Carriers entered into through the Service or resulting from unauthorized access to or alteration of CUSTOMER's transmissions or data, by any party other than eShipGlobal, including but not limited to damages for loss of profits, even if eShipGlobal has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion liability for incidental or consequential damages, so some of the above limitations may not apply to CUSTOMER. CUSTOMER agrees that its exclusive remedies, and eShipGlobal's entire liability with respect to the Service, this TOS and the Agreement is as set forth herein. In any event, eShipGlobal liability shall not exceed the shipping charge for the shipment in the event a shipment is officially declared damaged, delayed, or lost.

DECLARED VALUE

CUSTOMER expressly acknowledges that eShipGlobal shall have no liability in excess except to facilitate recovery of Declared Value from Carriers in the event of loss or damage to the contents of the package and understands that such coverage assistance shall be available only if CUSTOMER has paid the appropriate "Declared Value" fees. Furthermore, CUSTOMER acknowledges that the treatment of "Declared Value" is bound by the terms and conditions of the Carrier selected for each parcel.

PACKAGE CLAIMS RESTRICTIONS AND GUIDELINES

Parcels shipped by CUSTOMER using the eShipGlobal Shipping System are subject to Carrier service conditions as stated in the applicable Carrier service guides except as expressly stated in the TOS. eShipGlobal is acting as an agent for the receipt and forwarding of requests to ship parcels by CUSTOMER subject to the stated conditions of the TOS. eShipGlobal assumes no liability for the delivery of the parcels accepted, neither for shipment nor for loss or damages by any causes to the parcels or their contents. CUSTOMER recognizes that the claims, restrictions, and guidelines to be used are those offered by the carrier, not eShipGlobal. In the event of loss or damage to any parcel, eShipGlobal will assist CUSTOMER in the filing and processing of claims only. CUSTOMER expressly agrees that eShipGlobal has no liability if any claim is denied or paid only in part by the Carrier. CUSTOMER is solely responsible for adequate packaging. There shall also be no liability for claims beyond the covered amount, including but not limited to, damages for loss of profit, loss of income, or loss of a bargain or punitive damages. If the parcel is part of a retail transaction, the claim will be honored at CUSTOMER's cost, not retail cost.

PACKAGE RECORD STORAGE AND OTHER LIMITATIONS

Except as expressly set forth herein, eShipGlobal assumes no responsibility for the deletion or failure to store package requests or package records. eShipGlobal has set no fixed limit on the number of pending package requests. CUSTOMER may create through the Service; however, eShipGlobal retains the right, at eShipGlobal's sole discretion, to determine whether or not CUSTOMER's conduct is consistent with the letter and spirit of the TOS and may terminate Service if CUSTOMER's conduct is found to be inconsistent with the TOS.

NO RESALE OR COMMERCIAL USE OF THE SERVICE

CUSTOMER's right to use the Service is assigned solely to CUSTOMER. CUSTOMER agrees not to resell the Service.

PROPRIETARY RIGHTS TO CONTENT

CUSTOMER acknowledges that content, including but not limited to text, software, music, sound, photographs, video,

graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to CUSTOMER by the Service ("Content") by eShipGlobal or eShipGlobal's advertisers, is the property of eShipGlobal or its advertisers, respectively and is; protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; therefore, CUSTOMER is only permitted to use this Content as expressly authorized by eShipGlobal or the advertiser. CUSTOMER may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized, in writing, to do so by the eShipGlobal or the respective advertiser.

CONFIDENTIALITY OF SOFTWARE

CUSTOMER acknowledges that the software used by eShipGlobal is confidential in nature and constitutes a trade secret belonging to eShipGlobal. CUSTOMER agrees to hold software in confidence for eShipGlobal and not to sell, rent, license, distribute, transfer, or disclose the software or its contents, including methods or ideas used in the software, to anyone except to employees of CUSTOMER when disclosure to employees is necessary for the use contemplated by this TOS. CUSTOMER shall instruct all employees, if applicable, to whom any such disclosure is made that the disclosure is confidential and that the employee must keep the software confidential by using the same care and discretion that they use with other data designated by CUSTOMER as confidential. The confidentiality requirements of this paragraph shall be in effect both during the term of this TOS and Agreement and after terminated. CUSTOMER agrees that any disclosure of the software to a third party constitutes a material breach of this TOS and Agreement and shall terminate this Agreement. CUSTOMER agrees not to remove, mutilate, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the software.

CONFIDENTIALITY OF TRADE SECRETS

All statistical, financial, CUSTOMER and personnel data relating to the business of the parties will be kept in the strictest confidence by the other party and its employees. However, this obligation does not apply to any data that has become publicly available or that is rightfully obtained from third parties. eShipGlobal will not be obligated to keep confidential any concepts or techniques relating to the software that may be developed either solely by CUSTOMER or jointly with CUSTOMER during the term hereof.

MISCELLANEOUS

Attorney's Fees and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this TOS or Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

Texas Law to Apply

This TOS and Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herein are performable in Dallas County, Texas, the courts of which shall have sole and exclusive jurisdiction and venue.

Parties Bound

This TOS and Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

Legal Construction

In case any one or more of the provisions contained in this TOS and Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this TOS or Agreement and they shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in them. Either party's failure to exercise or enforce any right or provision of the TOS or the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the other party in writing. CUSTOMER and eShipGlobal agree that any cause of action arising out of or related to this TOS or Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the TOS are solely used for the convenience of the parties and have no legal or contractual significance.