

UPS WeChat Application Terms of Use

These UPS WeChat Application Terms of Use (this “Terms of Use”) constitute a legal agreement between you, (the “User”), and UPS Parcel Delivery (Guangdong) Co Ltd. (“UPS”) related to your use of the UPS WeChat Application associated with these Terms of Use on the WeChat mobile application installed on your mobile device (the “UPS WeChat Application”). By clicking the “Register” button below or other equivalent mechanism, or by using the UPS WeChat Application, you acknowledge that you have read, fully understand, agree to, and will be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, you will not be able to use the UPS WeChat Application and you should exit the UPS WeChat Application immediately. If the person accepting these Terms of Use does so on behalf of a User which is a juristic person, for example, the person’s employer, the person accepting these Terms of Use confirms that he/she is authorized to enter into these Terms of Use on the User’s behalf, and to bind the User to its terms and conditions.

1. User Eligibility

The UPS WeChat Application is provided by UPS and available only to entities and persons which satisfy the following conditions:

- a) In the case of a natural person, User must be: an adult (i) who meets the legal age criteria (minimum:18 years old); (ii) with the civil capacity to enter into contracts; (3) residing within the territory of the People's Republic of China (excluding Hong Kong, Macau and Taiwan, “**PRC**”, the “**Territory**”).
- b) In the case of a company, User must be legally incorporated and existing within the Territory.

If you do not qualify, you are not permitted to use the UPS WeChat Application.

2. Scope of Terms of Use

These Terms of Use govern User’s use of the UPS WeChat Application and User’s use of the services (collectively, “Services”) available on the UPS WeChat Application, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to User on the UPS WeChat Application (“Service Agreement(s)”). Such Service Agreements may accompany the applicable Services or may be listed in association with or through a hyperlink associated with the applicable Services.

3. UPS Rate and Service Guide and Tariff

The UPS Rate and Service Guide applicable to User and the UPS Tariff (to the extent it is applicable to User) in effect at the time of shipment govern User’s use of UPS transportation and related services ordered through this UPS WeChat Application, in addition to any other terms and conditions that may be applicable to such transaction as provided in these Terms of Use and the Service Agreement(s).

4. Modifications

To the extent permitted under applicable law, UPS may revise and update these Terms of Use at any time by notifying User. Such notice may be given via the UPS WeChat Application or

posted on UPS's website. However, any such changes will not apply retroactively. User's continued usage of the UPS WeChat Application after any changes to these Terms of Use will mean User accepts those changes. Any aspect of the UPS WeChat Application may be changed, supplemented, deleted or updated without notice at the sole discretion of UPS. Unless such modified or updated UPS WeChat Application is accompanied by different applicable terms, such modified and updated UPS WeChat Application will be considered the UPS WeChat Application and User's use thereof shall be subject to these Terms of Use. UPS may also change or impose fees for products and services provided through the UPS WeChat Application at any time in its sole discretion. UPS may establish or change, at any time, general practices and limits concerning other UPS products and services in its sole discretion.

5. UPS Privacy Notice

User acknowledges that UPS processes personal information as described in the then current [UPS Privacy Notice](#). With respect to any individual whose personal information is provided by User to UPS, User represents to UPS that User has obtained all necessary consents for the processing of such personal information contemplated by the Services that User is using and by the UPS Privacy Notice, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual. If User deletes the WeChat application from their mobile device or these Terms of Use are otherwise terminated, UPS may continue to use any information User previously provided to UPS through the UPS WeChat Application in each case in accordance with the provisions of the then-current UPS Privacy Notice.

6. License and Ownership of Intellectual Property

(a) **License.** Subject to User's compliance with these Terms of Use, UPS grants User a limited, personal, nontransferable, nonsublicensable, revocable license to (a) access and use the UPS WeChat Application, its contents (the "Content") and Services only in the manner presented by UPS, and (b) access and use the UPS computer and network services offered within the UPS WeChat Application (the "UPS Systems") only in the manner expressly permitted by UPS.

(b) **Ownership of Intellectual Property.** Except for the limited license granted above, UPS does not convey any interest in or to the UPS Systems, information or data available via the UPS Systems (the "Information"), Content, Services, UPS WeChat Application or any other UPS property by permitting User to access the UPS WeChat Application. Any and all intellectual property rights ("Intellectual Property") associated with the UPS WeChat Application or the Content or both are the sole property of UPS, its affiliates or third parties. The Content is protected by copyright and other laws in the PRC, the United States and other countries. Elements of the UPS WeChat Application are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the UPS WeChat Application are trademarks, service marks or trade dress ("Marks") of UPS, its affiliates or other entities that have granted UPS the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of UPS. Except as otherwise expressly authorized by these Terms of Use, User may not copy, reproduce, modify, lease, loan, sell, offer for sale, import, create derivative works from, upload, transmit, display, publicly perform or distribute the UPS WeChat Application, Content, Marks or Information in any way without UPS's or the appropriate third party's prior written permission.

7. Restrictions on Use of the UPS WeChat Application

In addition to other restrictions set forth in these Terms of Use, User agrees that:

- (a) User shall not disguise the origin of information transmitted through the UPS WeChat Application.
- (b) User will not use or access any service, information, application or software available via the UPS WeChat Application in a manner not expressly permitted by UPS.
- (c) User will not input or upload to the UPS WeChat Application any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the UPS WeChat Application or Information or that infringes the Intellectual Property rights of another.
- (d) Certain areas of the UPS WeChat Application are restricted to customers of UPS.
- (e) User may not use or access the UPS WeChat Application or the UPS Systems or Services in any way that, in UPS's judgment, adversely affects the performance or function of the UPS Systems, Services or the UPS WeChat Application or interferes with the ability of authorized parties to access the UPS Systems, Services or the UPS WeChat Application.

8. Access to Shipping Related Systems and Information through the UPS WeChat Application

User's use and access of the Shipping Related Systems (defined below) and Information are subject to the following terms:

- (a) The "Shipping Related Systems" are comprised of the UPS Systems which are used to provide shipping, tracking, rating, pickup information, address validation, time in transit, and other functions and information related to the shipment of packages via UPS. User may use the Shipping Related Systems and Information gained from such systems ("Shipping Information") solely in connection with packages shipped by or to User or on User's behalf and for no other purpose. Some Shipping Related Systems require a UPS account and are subject to additional terms.
- (b) The Shipping Related Systems and Shipping Information are the private property of UPS. UPS authorizes User to use tracking functionality within the Shipping Related Systems solely to track shipments tendered by or for User to UPS for delivery and for no other purpose. Without limitation, User is not authorized to make the Shipping Information available on any website or otherwise reproduce, distribute, copy, store, use or sell the Shipping Information for commercial gain without the express written consent of UPS. This is a personal service, thus User's right to use the Shipping Related Systems and Shipping Information is non-assignable. Any access or use of the UPS WeChat Application or UPS Systems, including, but not limited to, the Shipping Related Systems that is inconsistent with these terms is unauthorized and strictly prohibited.
- (c) Any access or use in connection with the Shipping Related Systems of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.

9. Single Sign-On and Third Party Online Services

UPS offers a single sign on feature for the UPS WeChat Application using your WeChat credentials. If User elects to use User's credentials for WeChat (the "Platform") UPS will receive from the Platform the User's basic information such as User's name, email address, and any other information User permits the Platform to share with UPS now or in the future. When User engages with the Platform, User is interacting with a third party, not UPS. UPS does not endorse and has no control over the Platform. The information User shares with a Platform is subject to the Platform's own privacy policy and User's privacy settings on the Platform. To the maximum extent permitted by law, UPS makes no representations or warranties, express or implied, as to Platform or any other third party website or application (including the accuracy, reliability or completeness of information supplied by it or its privacy practices). If User decides to access other websites or applications, including the Platform, User does so at User's own risk. Under no circumstances will UPS be responsible for any loss or damage resulting from User's use of the Platform or any other third party website or application. If the Platform service becomes temporarily or permanently unavailable for any reason, if User elects to delete User's account for the Platform, or if User unlinks User's credentials to the Platform from User's UPS profile maintained on the UPS WeChat Application and ups.com, User will not be able to log into User's UPS profile maintained on the UPS WeChat Application and ups.com using User's Platform credentials. In order to log in and continue using User's UPS profile maintained on the UPS WeChat Application and ups.com, User will need to log in using User's UPS profile credentials.

10. Links

The UPS WeChat Application may contain links to third-party websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to User and not as an endorsement by UPS of the content on such Linked Sites. UPS makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. UPS is not responsible for the availability of the Linked Sites or the content or activities of such sites. If User decides to access Linked Sites, User does so at User's own risk. In addition, User's use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

11. Submissions

UPS does not accept ideas, concepts, or techniques for new services or products through the UPS WeChat Application ("Comments"). If such Comments are received, User acknowledges that (a) they will not be considered confidential or proprietary, (b) UPS and its affiliates are under no obligation to keep such information confidential, and (c) UPS will have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit such Comments in any manner it chooses.

12. Term and Termination

(a) **Term.** These Terms of Use shall become effective upon a User's acceptance hereof by click-through below and shall remain in full force and effect thereafter until terminated as provided herein (the "Term").

(b) **Termination.** User agrees that UPS, in its sole discretion, may terminate or suspend User's use of the UPS WeChat Application, the UPS Systems, Information, Services and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. These Terms of Use shall terminate automatically (1) upon a breach by such User of the "License and Ownership of Intellectual Property" and "Restrictions on Use of the UPS WeChat Application" paragraphs of these Terms of Use; (2) in the event of such User's bankruptcy, commencement of bankruptcy, corporate reorganization, composition, liquidation or any other insolvency proceeding with respect to such User, or if such User shall have an administrator, or liquidator appointed or shall pass a resolution for winding up, or a court shall make an order to that effect; or (3) if such User is a partner in a partnership and such partnership is dissolved.

(c) **Effect of Termination.** Upon such suspension or termination, User must immediately (a) discontinue use of the UPS WeChat Application, and (b) destroy any copies User has made of any portion of the Content. Accessing the UPS WeChat Application, the UPS Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, User agrees that UPS shall not be liable to User or any third party for any termination or suspension of User's access to the UPS WeChat Application, the UPS Systems, Information and/or the Services.

(d) **Survival.** The terms set forth in the following paragraphs of these Terms of Use shall survive such termination for any reason: "Ownership of Intellectual Property"; "Submissions"; "Effect of Termination"; "Survival"; "Warranties; Disclaimer of Warranties"; "Limitation of Liability"; "Choice of Law and Forum"; "General" and "Complete Agreement."

13. Warranties; Disclaimer of Warranties

USER HEREBY REPRESENTS AND WARRANTS THAT (I) HE/SHE IS NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY; AND (II) HE/SHE IS NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

IF USER IS AN INDIVIDUAL ACTING OR DEALING AS A CONSUMER, USER MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. UPS MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE UPS WECHAT APPLICATION, THE UPS SYSTEMS, THE SERVICES, THE INFORMATION OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

THE UPS WECHAT APPLICATION, THE UPS SYSTEMS, THE INFORMATION, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. UPS, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. UPS AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, SECURITY OR TIMELINESS OF THE

CONTENT, INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE UPS WECHAT APPLICATION OR THE UPS SYSTEMS. NO INFORMATION OBTAINED BY YOU FROM THE UPS WECHAT APPLICATION SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY UPS IN THESE TERMS OF USE.

USER AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS TERMS OF USE ARE FAIR AND REASONABLE.

OTHER THAN AS PERMITTED BY APPLICABLE LAWS, UPS DOES NOT EXCLUDE, LIMIT, OR SUSPEND SUCH LEGAL RIGHTS WHICH USER MAY HAVE.

14. Limitation of Liability

IF USER IS AN INDIVIDUAL ACTING OR DEALING AS A CONSUMER OR WHEN DICTATED BY APPLICABLE LAWS, USER MAY HAVE CERTAIN STATUTORY RIGHTS WHICH MAY NOT BE WAIVED, AND SUCH STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOLLOWING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS OF USE, UPS SHALL NOT BE LIABLE TO ANY USER OR ANY THIRD PARTY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS TERMS OF USE, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), USE OF THE UPS WECHAT APPLICATION, THE UPS SYSTEMS, THE SERVICES, THE INFORMATION OR THE CONTENT, EVEN IF UPS HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGES OCCURRING. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL THE LIABILITY OF UPS FOR ANY DAMAGES (DIRECT OR OTHERWISE), PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, SEVEN HUNDRED CHINESE YUAN (700.00 CNY), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED BY EACH USER. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL BE APPLICABLE ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF UPS OR IN THE EVENT OF PERSONAL INJURY OR DEATH OR IN RESPECT OF ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.

15. Compliance with Law Including Export Control

User agrees to use the UPS WeChat Application in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of UPS, negatively reflect on the goodwill or reputation of UPS and shall take no actions which would cause UPS to be in violation of any laws, rulings or regulations applicable to UPS.

The UPS WeChat Application is hosted on cloud servers located in China. Our affiliates are located in the United States, which controls the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content

(including any software or the Services) to countries or persons prohibited under China, the United States or other applicable export control laws or regulations. If User accesses and downloads the Content (including any software or the Services) or Information, User represents that User is located in the Territory, not in a country where such export is prohibited, and is not a person or entity to which such export is prohibited. User is solely responsible for compliance with the laws of PRC regarding the import, export, or re-export of the Content (including any software or the Services).

16. Taxes

User agrees to be responsible for any and all taxes, duties, tariffs, or other such assessments of any value relating to these Terms of Use.

17. Choice of Law and Forum

To the fullest extent permitted by applicable laws, these Terms of Use shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980. To the fullest extent permitted by applicable laws, the parties declare that they have required that these Terms of Use and all documents related hereto, either present or future, be drawn up in the English and Chinese languages only. To the fullest extent permitted by applicable laws, (1) translations from the English version have been provided for convenience only, and in the event of any discrepancies and/or inconsistencies between the English version and the translated version(s), the English version shall prevail; (2) and consistent with valid entry into a binding agreement, the controlling language of these Terms of Use is English; and (3) all correspondence and communications between Users and UPS under these Terms of Use must be in the Chinese or English language.

To the fullest extent permitted by applicable laws, any controversy or dispute arising out of or relating to these Terms of Use and the transactions contemplated hereby, or breach thereof, shall be submitted to the China International Economic and Trade Arbitration Commission (the "CIETAC") South China Sub-Commission for final resolution in accordance with CIETAC arbitration rules in effect at the time of applying for arbitration (the "CIETAC Rules") except that the Summary Procedure under the CIETAC Rules shall not apply. The arbitration tribunal shall consist of a single arbitrator mutually agreed upon by the Parties or in the absence of such agreement within thirty (30) calendar days from the first referral of the dispute to CIETAC, designated by CIETAC in accordance with the CIETAC Rules. The arbitrator shall be of a nationality and citizenship other than those of the parties to the arbitration. The venue for arbitration shall be Shanghai. All arbitration proceedings and submissions, and the arbitration award, shall be in the English language. The arbitral award shall be final and binding. The parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Each party retains the right to seek judicial assistance: (a) to compel arbitration; (b) to obtain interim measures of protection prior to or pending arbitration, and (c) to enforce any decision of the arbitrator, including the final award. Any such request by a Party to a court for provisional, interim, or conservatory measures shall not be deemed incompatible with the agreement to arbitrate in this Section 17 or a waiver of the right to arbitrate.

18. General

User may not assign these Terms of Use or any of User's interests, rights or obligations under these Terms of Use. If, for any reason, a tribunal or court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of these Terms of Use will continue in full force and effect to the maximum extent permitted by applicable law. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by or on behalf of UPS. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

19. Written Document

User may preserve these Terms of Use in written form by printing them for User's records, and User waives any other requirement that these Terms of Use be evidenced by a written document.

20. Complete Agreement

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN USER AND UPS OR IN THE APPLICABLE UPS RATE AND SERVICE GUIDE OR UPS TARIFF, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN USER AND UPS WITH RESPECT TO THE USE OF THE UPS WECHAT APPLICATION, THE UPS SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

21. Local UPS Office Information

Local UPS office and contact information is made available on www.ups.com for the Territory. If applicable, this information may include local entity names, physical and mailing addresses, telephone numbers, fax numbers, email addresses, designated representatives, VAT numbers, trade registry details and related registration numbers.

22. Customer Service

Questions or comments regarding the UPS WeChat Application may be submitted to UPS customer service via the Live Chat feature within the UPS WeChat Application or by calling 800-820-8388 / 400-820-8388.