



General Terms and Conditions of DHL eCommerce Solutions (DHL eCS)

International Transport and Delivery Services

1. Definitions

“Consignee” means the addressee or recipient to whom the Shipment is sent.

“DHL eCS” means Deutsche Post Global Mail (Australia) Pty Ltd.

“Parties” refers to Sender and DHL eCS, and “Party” refers to each of Sender and DHL eCS.

“Controlled Items” mean any military goods or other goods (including software and technology) that are subject to prohibitions or license, authorization or permit requirements (e.g., dual-use goods, weapons) under applicable export control, sanctions laws and regulations or other regulatory requirements and restrictions of any government authority or international organizations in conjunction with the import, export, transit or transfer of these goods.

“GTC” means these General Terms and Conditions of DHL eCS.

“Denied Party” means any natural and legal person (such as individuals, companies, groups, organizations, institutions) that is designated in any applicable Denied Party regulations of the European Union, the United States, the United Nations or any other applicable governments and international institutions as a restricted or denied party.

“Sender” means the contracting party receiving any services from DHL eCS in accordance with a respective agreement.

“Shipment” means one or more mail or parcel items containing goods or press items or dialogue marketing material or other items or materials, which the Sender hands over to DHL eCS, and which may be transported and delivered by any means of transport selected by DHL eCS, whether by air, road or any other means of transport. Each such shipment is transported under limited liability pursuant to these GTC.

“Trade Laws” mean all applicable export control, sanctions, customs laws and regulations and other applicable regulatory requirements and restrictions of any government authority or international organizations related to the import, export, transfer or transit of goods.

2. Scope

- (1) These GTC shall apply to all agreements between DHL eCS and the Sender regarding the transport and delivery of Shipments, unless otherwise agreed in writing by DHL eCS with the exception of Sections 4, 5 and 8 (4).
- (2) As a part of the E-Commerce Related Services, DHL eCS may provide links to websites operated by third parties. DHL eCS is not responsible for the collection or processing of personal data or the operation or contents of such third party sites. Users should check the terms of use and privacy policies of such websites prior to use.



- (3) The Sender agrees to be bound by the GTC at the time of account opening. Any revisions to the GTC will be posted at www.logistics.DHL or may be obtained from DHL eCS directly upon request. The Sender's continued use of DHL e-Commerce's services including but not limited to transport and delivery of Shipments shall constitute the Sender's agreement to the revised version of the GTC, and the Sender also agrees to abide by the terms of use and privacy policy posted at www.logistics.DHL.
- (4) The Sender's general terms and conditions shall not apply and are herewith explicitly excluded, even if DHL eCS has accepted the Shipment without any express objection. Any terms and conditions which amend or modify these GTC shall be agreed in writing between the Parties.
- (5) Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.

If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a "Non-Excludable Provision"), and DHL eCS is able to limit the Sender's remedy for a breach of the Non-Excludable Provision, then the liability of DHL eCS for breach of the Non-Excludable Provision is limited to, at DHL eCS's option, the supplying of the services again or the payment of the cost of having the services supplied again.

- (6) "If a term used in this clause has a particular meaning in the Personal Property Securities Act 2009 (Cth), it has the same meaning in this clause. The Sender:
 - (a) acknowledges and agrees that this Agreement and the provision of the Services do not create or provide for any security interest in favour of the Sender;
 - (b) must not register any financing statement against DHL eCS in relation to this Agreement or the provision of the Services; and
 - (c) must immediately upon DHL eCS's request register a financing change statement to remove any registration against DHL eCS made by or on behalf of the Sender in relation to this Agreement or the provision of the Services."

3. Agreement and Services

- (1) Contracts regarding transport and delivery of Shipments are concluded between the Sender and DHL eCS, either in written form or by way of hand-over of the Shipment and acceptance of the same for transport and delivery in accordance with these GTC.
- (2) The Sender shall prepare the Shipments correctly and provide all necessary details to enable DHL eCS to perform the services including transport and delivery, settling of damages claims and/or return of the Shipments, as the case may be.
- (3) DHL eCS accepts Shipments that comply with the GTC for transport and delivery from the Sender at the sites of DHL eCS, or picks up such Shipments at agreed sites of Sender, in order to deliver such Shipments to the Consignee directly or have them delivered by another service provider.
- (4) The Sender agrees to all routing and diversion, including the possibility that the Shipment will be transported via intermediate stops, at the sole and absolute discretion of DHL eCS.



- (5) DHL eCS reserves the right to modify its services, including pricing, fees, surcharges and liability without notice to the prevailing circumstances during a Force majeure event.

4. Unacceptable Shipments

- 1) The Sender agrees that a Shipment is deemed unacceptable and therefore excluded from transport and any related services by DHL eCS if:
- (a) It contains forgeries, unlicensed copies of products, counterfeits, live animals or plants, human or animal remains, narcotics or intoxicants, perishable goods, or goods requiring special handling (e.g., temperature or humidity control);
 - (b) It contains Controlled Items and/or does not comply with applicable Trade Laws;
 - (c) It contains goods subject to excise duties or special regulatory procedures or authorization for transport;
 - (d) Sender, any holding company, Consignee or any third party, directly or indirectly involved in the shipment or transaction or contracted by Sender is listed on any applicable sanctions lists as a Denied Party;
 - (e) Shipments or items the transportation of which is prohibited or is subject to special restrictions under the Universal Postal Convention and the supplementary documents, International Air Transport Association (IATA) or International Civil Aviation Organization (ICAO) rules;
 - (f) it contains goods classified as hazardous material, dangerous goods, prohibited or restricted articles by the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) for Shipments carried by road, IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) for Shipments carried by air, or other relevant organization;
 - (g) it has inadequate or defective packaging;
 - (h) Shipments the content of which violates intellectual property rights, including forged, counterfeit or unlicensed copies of products (brand and trademark piracy);
 - (i) Shipments the content or external characteristics of which may cause death or injury to or infection of persons or damage to property;
 - (j) Shipments containing cash or other methods of payment, precious metals, works of art, jewelry, precious stones or other valuables or securities (unless otherwise agreed by DHL eCS in its sole and absolute discretion);
 - (k) Shipments which contain obscene or pornographic articles.
- 2) DHL eCS has the right and shall be entitled to:
- (a) refuse acceptance of Unacceptable Shipments or;
 - (b) if it has already been handed over, abandon it, dispose of it, hand it over to the relevant authorities, return it or store it until its collection and to invoice the Sender for any additional costs incurred as a result of taking any of the aforementioned measures without incurring any liability to the Sender, Consignee or any other third party.

5. Sender's Obligations

The Sender has full responsibility and following obligations:

- (1) to not request DHL eCS to provide services that would cause, directly or indirectly, a violation of any applicable Trade Laws.
- (2) to prepare and adequately pack the Shipment to ensure safe transportation with ordinary care in handling through an automated system;



- (3) to (i) label the Shipment adequately, (ii) provide accurate and complete information for customs purposes (such as goods description, tariff classification, value), and (iii) mark the Shipment with a complete name, and true address of the actual Consignee and the Sender.
- (4) Sender retains the obligation for recordkeeping and submission of information and documents relating to Sender's Shipments, as required by relevant government authorities;
- (5) to obtain all necessary consents in relation to personal data provided to DHL eCS including Consignee's data as may be required for transport, customs clearance and delivery, such as email address and phone numbers;
- (6) to provide any information, and attach to the Shipment any document, as may be required to handle Sender's Shipments in compliance with applicable Trade Laws. All information provided by Sender shall be true, complete and accurate. DHL eCS shall have no obligation to check the accuracy and completeness of the documents. If any document is missing, the Sender shall submit it forthwith upon request and at the latest within five working days. Failing timely receipt, DHL eCS may treat the Shipment as an Unacceptable Shipment pursuant to Section 4. If Sender identifies errors or inaccuracies, Sender shall promptly notify DHL eCS of the error/ inaccuracy;
- (7) to (i) export classify the goods in the Shipment, (ii) ensure and warrant that the Shipment does not contain Controlled Items and (iii) notify DHL eCS immediately in writing, when Sender has knowledge or reasons to believe that the Shipment contains Controlled Items or does not comply with applicable Trade Laws;
- (8) to ensure and warrant that the final destination, any known end-user and end-use comply with applicable Trade Laws and that no Shipment will be sent to embargoed destinations or Denied Parties;
- (9) to ensure and warrant, that (i) Sender, (ii) if applicable, Sender's beneficial owner or any holding company, (iii) Consignee, (iv) the Sender's affiliates or any third party contracted by Sender (e.g. subcontractors), directly or indirectly in conjunction with the Shipment or transaction, is not a Denied Party.
- (10) Sender agrees to provide DHL eCS immediately upon request by DHL eCS with full information about the nature of its Shipment and their intended use, as well as the identities of all parties which have any legal, financial or commercial interest in the Shipment.
- (11) to sign a letter of indemnity or similar document upon request of and if deemed necessary by DHL eCS for any Shipment. For any such Shipments, the terms of such letter of indemnity will apply and will govern in the case of conflict with these GTC.

6. Indemnification

- (1) Notwithstanding any other rights of DHL eCS, the Sender shall indemnify DHL eCS from:
 - (a) any liability for third-party claims resulting from the unintended transportation or delivery of Unacceptable Shipments. The contractual liability of DHL eCS for its own conduct and that of its agents or subcontractors remains unaffected; and
 - (b) any loss, damage, fines, penalties and/or liability of any nature whatsoever including third party claims resulting from any breach by the Sender of its obligations and/or warranties in clause 5 of these GTC.
- (2) The Sender undertakes to indemnify DHL eCS promptly upon first demand against any loss, damage, fines, penalties and/or liability of any nature whatsoever arising out of any alleged third-party claims and any other loss or damage that DHL eCS incurs as a result of an unintended transportation or delivery of Unacceptable Shipments due to misconduct by the Sender. The indemnity by the Sender shall also cover the expenses incurred by DHL eCS in connection with the provision of information, confiscation by the customs authorities or border seizure which are required by law or have been ordered by a court or a government authority.



- (3) DHL eCS shall also be entitled to exercise the rights referred to in the paragraph above if it suspects the Shipment to be an Unacceptable Shipment and the Sender fails to comply with DHL eCS's request to supply information.
- (4) DHL eCS is not obliged to run checks for Unacceptable Shipments. However, DHL eCS shall be entitled to open a Shipment and to inspect the contents if it suspects that the Shipment to be an Unacceptable Shipment. In addition to the foregoing, DHL eCS has the right to open and inspect a Shipment without notice for security or customs or other valid reasons. Further, DHL eCS carries out regular checks in accordance with the applicable statutory aviation security regulations and if goods which may not be transported by air are found, or if there is reason to suspect that these goods ought not to be transported by air, DHL eCS shall be entitled to either transport the goods by land or sea, notwithstanding its other rights under Section 3(4), or return such goods to the Sender at the latter's expense.

7. DHL's Obligations and Rights

- (1) DHL eCS shall transport the Shipments and hand them over to the participating foreign companies for further transportation and delivery to the Consignees in accordance with the usual procedures for parcels in the specific country of destination. It shall be at the discretion of DHL eCS to select the type, route, and means of transport or to provide all services by third party transport companies taking into consideration the Sender's interests.
- (2) The Shipments shall be delivered to the Consignee's address specified by the Sender, though not necessarily personally to a Consignee named in person. Shipments to addresses with central mail departments shall be delivered to these departments.
- (3) Upon application by the Sender or the Consignee, DHL eCS shall carry out an inquiry as to the whereabouts of parcels. Requests for inquiries can only be lodged within the time set out in Section 11(6).
- (4) DHL eCS shall prepare the relevant import/export documents on the basis of the information and documentation provided by the Sender and follow any lawful instruction issued by any government authority with respect to the Shipment, including but not limited to detention, inspections or forfeiture.
- (5) DHL eCS does not assume any liability for the content of the Shipment and the accompanying documents, even if these are prepared by or on behalf of DHL eCS upon the Senders request. The Sender remains solely responsible for all risks and consequences of importing and exporting goods. This shall apply independently of the grounds on which the dispatch is restricted or prohibited, either by applicable statutory provisions or is restricted or excluded under these GTC or other contractual provisions. Sections 2(3) and 6(2) remain unaffected.
- (6) DHL eCS does not provide any legal advice or Denied Party screening on behalf of the Sender

8. Customs Clearance

- (1) DHL eCS may perform any of the following activities on Sender's behalf in order to provide its Services:
 - (a) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations,
 - (b) act as Sender's forwarding agent for customs purposes and
 - (c) redirect the Shipment to Consignee's import broker or other address upon request by any person who DHL eCS believes in its reasonable opinion to be authorised.



- (2) Sender agrees to appoint DHL eCS (and its affiliates) to act as its customs representative and true and lawful agent for and on behalf of Sender for purposes of making customs entry and/or to other effect lawful importation and exportation of the Shipments, including returns.
- (3) Where required and legally applicable, Sender shall secure the necessary legal empowerments/authorizations to ensure that DHL eCS (and its Affiliates) can lawfully conduct its services.
- (4) DHL eCS does not provide the following services:
 - (a) Act for or on behalf of Sender, Consignee or other parties as (i) exporter for export control purposes, (ii) exporter of record for customs compliance purposes (EOR) or (iii) applicant or holder of authorizations, licenses or permits related to regulatory restrictions or requirements on the import, export, transit or transfer of the goods and (iv) where legally applicable, as indirect customs representative (Importer of Record).
 - (b) Application for any kind of licenses or authorizations for or on behalf of Sender, Consignee/Recipient or other third parties
 - (c) Export control classifications
 - (d) Customs valuation or other tax or duty related valuations – although DHL eCS may have to calculate customs duties and taxes in Delivery Duty Paid (DDP) shipments to destinations where transportation and insurance costs should be included as part of the dutiable value.
 - (e) Any country of origin analysis
 - (f) Free trade agreement or other trade preference programs eligibility analysis
 - (g) Requests to government authorities for formal decisions, rulings or the like relating to a customer's shipment, products or services
 - (h) Making representations before, and/or submissions to, government authorities on a customer's behalf in response to, and/or as a request for, formal decisions, rulings, protests, audits or the like relating to said customer's shipments, products or services

9. Non-Deliverable Shipments and Returns

- (1) If necessary for the return of undeliverable Shipments, the Sender agrees that a corresponding return label as per DHL eCS's requirements shall be attached to such Shipment. The Sender shall use best efforts to assist DHL eCS in returning such Shipment, and particularly to furnish all necessary customs documents and all other documents and information which may be required for the return.
- (2) If the Consignee refuses to accept a Shipment or refuses to make payment, DHL eCS shall be entitled to release, destroy or otherwise dispose of such Shipment without incurring any liability to the Sender, Consignee or any other third party, provided that DHL eCS has made reasonable efforts to return such Shipment at the expense of the Sender or if applicable law prohibits or prevents the return of such Shipment to the Sender.
- (3) If a Shipment is undeliverable for any reason whatsoever, DHL eCS shall be entitled to return to Sender, release, destroy or otherwise dispose of such a undeliverable Shipment at the expense of the Sender and without incurring any liability whatsoever to Sender or anyone else, provided that DHL eCS has made reasonable efforts to deliver such a Shipment at the expense of the Sender.
- (4) Unless special instructions are agreed in writing between the Parties, if an undeliverable Shipment is returned in accordance with Sections 9(1), 9(2) or 9(3), DHL eCS reserves the right to determine the timeframe for, the manner (i.e. whether individually or on a consolidated basis) and the mode of transport for such returned Shipment.



10. Charges

- (1) The Sender shall pay to DHL eCS the agreed charges for the agreed services.
- (2) All prices indicated are exclusive of any taxes, customs duties, fees, penalties and charges. Such taxes, customs duties, fees, penalties and charges shall be invoiced to and payable or reimbursable by Sender.
- (3) All invoices shall be due and payable by the Sender, without deduction or set-off, within the credit period granted by DHL eCS.
- (4) In case of non-payment by the Sender of any outstanding amount, DHL eCS shall be entitled to suspend any or all of the services, charge interest on all overdue amounts from the due date until payment and/or exercise such other right or remedy in respect of such outstanding amount. If payment is not made within the timeframe set out by DHL eCS, DHL eCS reserves the right to engage a debt collection agency and/or initiate legal proceedings for which the Sender will be liable to pay any associated debt recovery fees.
- (5) DHL eCS reserves the right in its sole discretion to request advance payment of shipping charges for any DHL eCS service.
- (6) In the event that the Sender's original choice of service and/or product is no longer applicable or available for any reason, DHL eCS reserves the right to select the next best available or appropriate service and/or product in respect of the Sender's Shipment and the charges for the service and/or product actually performed shall constitute the charges for the said Shipment.
- (7) DHL eCS reserves the right to charge based on the higher of actual or volumetric weight per piece and any Shipment may be re-weighed and re-measured by DHL eCS to confirm this calculation. This is referred to as "chargeable weight" and may be billed on a separate invoice.

11. Liability

- (1). To the maximum extent permitted by law and despite any other clause (other than clause 2(5)):
 - (a) DHL eCS AU Parcel Direct Inbound services are provided at the risk of the sender; and
 - (b) DHL eCS is not responsible in tort, contract, bailment or otherwise for any, or the consequences of any, loss or damage arising from the provision of DHL eCS AU Parcel Direct Inbound services or any delay in providing or failure to provide DHL eCS AU Parcel Direct Inbound services (including but not limited to deterioration to, delay in delivery of, failure to deliver or misdelivery of the shipment) for any reason whatsoever including, without limiting the foregoing, the negligence or breach of contract or wilful act or default of DHL eCS or others; and
 - (c) This clause 11(1) shall apply to all and the consequences of all loss, damage, deterioration, misdelivery, failure to deliver or delay in delivery of a relevant shipment, whether or not it occurs in the course of the performance of these GTC's or in events which are in the contemplation of DHL eCS or the sender or in events which are foreseeable by them or either of them. In this clause 11(1), "relevant shipment" means a shipment which DHL eCS, acting reasonably, understood to have been intended to be the subject of DHL eCS AU Parcel Direct Inbound services at the time of the relevant loss or incident.
- (2) DHL eCS AU Parcel Direct Inbound service is exempt from the below liability clause, no compensation is available for loss or damage.



- (3) DHL eCS's liability for any and all services is strictly limited to direct loss and damage to a Shipment only and to the limits of liability set out in this Section 11. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL eCS's attention before or after acceptance of the Shipment.
- (4) DHL eCS's liability in respect of any one international Shipment is limited as follows:
 - (a) For DHL Packet Plus International and DHL Parcel International Standard Shipments, DHL eCS's liability shall be limited to the Shipment's declared value or AUD50, whichever is lower. If any of the aforesaid limitation amounts are in a currency other than the currency in which the invoices are normally presented, such amounts shall be converted at DHL eCS's then-prevailing Network Exchange Rate (NER) to the currency in which the invoices are normally presented.
 - (b) For DHL Parcel International Direct Australia Export Shipments, DHL eCS's liability shall be limited to (i) the Shipment's declared value or (ii) AUD 100, whichever is the lowest. If any of the aforesaid limitation amounts are in a currency other than the currency in which the invoices are normally presented, such amounts shall be converted at DHL eCS's then-prevailing Network Exchange Rate (NER) to the currency in which the invoices are normally presented.
- (5) If Sender regards the limits set out in Section 11(4) as insufficient it must either request for Shipment Value Protection as described in Section 11(8) below (which will entail the payment of a supplementary charge) or make its own insurance arrangements.
- (6) All claims must be submitted in writing to DHL eCS within the timeframes set out below, failing which DHL eCS shall have no liability whatsoever:
 - (a) For DHL Packet Plus International and DHL Parcel International Standard Shipments, all claims must be submitted in writing to DHL eCS within sixty (60) days from the date that DHL eCS accepted the Shipment.
 - (b) For DHL Parcel International Direct Shipments, all claims must be submitted in writing to DHL eCS within thirty (30) days from the date that DHL eCS accepted the Shipment.
 - (c) For Shipments covered by Shipment Value Protection, all claims must be submitted in writing to DHL eCS within thirty (30) days from the date that DHL eCS accepted the Shipment.
- (7) Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith. All of the original shipping cartons, packing and contents must be made available for DHL eCS's inspection and retained until the claim is concluded. DHL eCS is not obliged to act on any claim until all service charges have been paid.
- (8) DHL eCS can arrange Shipment Value Protection ("SVP") (to the extent that SVP is available) for Sender covering higher liability limit bands in respect of loss of or physical damage to the Shipments referred to in Section 11(4) above, provided the Sender requests and signs up for SVP before the Shipment is consigned to DHL eCS and pays the applicable supplementary charge for the relevant liability limit band. Additional terms and conditions relating to SVP shall apply and these shall be communicated to the Sender at the time the Sender signs up for SVP. For the avoidance of doubt, Section 11(6) shall apply to a claim relating to a SVP Shipment.



12. Limitation of Liability regarding Delay of Delivery, Force Majeure

- (1) DHL eCS will make every reasonable effort to deliver the Shipment according to DHL eCS's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL eCS is not liable for any damages or loss caused by delay.
- (2) Except to the extent of negligent acts or omissions by DHL, Sender agrees to indemnify and hold harmless DHL eCS and its subsidiaries, and their respective directors, officers, employees, and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, losses, and damages, suffered by reason of Sender's failure to comply with the GTC.
- (3) DHL eCS is not liable for any loss, damage or service delay arising out of circumstances beyond DHL eCS's control. These include but are not limited to
 - (a) electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL eCS; any act or omission by a person not employed or contracted by DHL eCS, e.g. Sender, Consignee, third party, customs or other government official;
 - (b) "Force Majeure" - e.g. earthquake, cyclone, hurricane, storm, flood, fog, radiation contamination, pandemic, war, plane crash or embargo, riot or civil commotion;
 - (c) any information security-related threats including cyber-attacks including but not limited to (distributed) denial-of-service attacks or, any form of computer code whether known or unknown, including "electronic possession", "logic bombs" "viruses", "ransomware", "Trojan horses", "worms", "spyware", "malware", "drop dead device" and "adware", which could, in any way, disable, disrupt, harm, impede or modify the performance or functionality of all or any part of any system, program, equipment, network or data], industrial action or disputes.

13. Data Protection and Information Security-Related Threats

- (1) In the event any information submitted by Sender to DHL eCS contains personal data that is subject to the protection of applicable privacy and data protection laws and regulations, DHL eCS shall limit the disclosure and processing of the personal data (to other members of the Deutsche Post DHL group of companies worldwide and relevant third parties) to such extent as is reasonably required to effect performance of the services, to manage and administer the Sender's account(s) with DHL eCS, to advertise products and services provided by DHL eCS (subject at all times to the Sender's right to decline and DHL eCS's compliance with applicable privacy and data protection laws and regulations) and for such other purposes as may be required by law, including but not limited to communicating the same to customs authorities.
- (2) The Sender warrants that all personal data provided to DHL eCS has been fairly and lawfully obtained and the Sender has authority to disclose such personal data to DHL eCS for the purposes mentioned above. The Sender shall fully indemnify and keep DHL eCS fully indemnified against any and all liability incurred by DHL eCS as a result of such breach howsoever arising.
- (3) The Sender acknowledges and agrees that DHL eCS will collect, store, process and transfer (including but not limited to cross-border transfer) personal data provided by the Sender or the Consignee as required for the provision of the Services, including but not limited to the name, address and contact information of the Sender and the Consignee, in accordance with applicable laws and the Deutsche Post DHL Data



Privacy Policy, which is available at <https://www.DHL.com/au-en/home/footer/local-privacy-notice.html>

DHL eCS will notify courts and public authorities of customer data as may be legally required.

- (4) DHL eCS ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013 or similar standards. This is DHL eCS's entire obligation regarding the security of Customer's Information and DHL eCS's IT-systems in connection with Customer's use of DHL eCS's Services. Customer is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.

14. Final Provisions

- (1) Any dispute arising under or in any way connected with these GTC shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment.
- (2) The invalidity or unenforceability of any provision of these GTC shall not affect any other part of these GTC.
- (3) A person who is not a party to these GTC may not enforce any term of these GTC under any laws purporting to grant such rights which is hereby excluded to the extent permissible but this does not affect any right or remedy of a third party which exists or is available apart from such laws.

15. Customer Service

- (1) For any queries or complaints, please contact our customer service at the website below:

<https://www.DHL.com/au-en/home/our-divisions/e-commerce/customer-service/contact-e-commerce-business-contact-us.html>

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