

## **Privacy Policy**

**The following statements apply to all users of ECMS software. If you use the services provide on the site, you must agree to this Privacy Policy. In order to ensure that you have full confidence in our handling of personal data, please carefully read and understand the provisions of the Privacy Policy in detail. In particular, once you use our service number, you shall be deemed to have accepted and agreed to our terms and conditions.**

### **Commitment**

We are committed to protecting the privacy and personal data which you provide in using our services, and meeting the highest standards of consumer protection in respect of the collection, use, storage and transmission of personal data (laws and regulations on the privacy of personal data).

### **Registration**

Before you register as a member of this site, you must agree with the following:

When you apply for registration, you shall provide true, accurate, instant and complete registration information, and maintain and promptly update the registration information to keep it true, accurate, instant and complete.

If you provide any information that is not true, accurate, and instant or complete, ECMS shall have the full right to suspend or terminate your membership services.

### **Acceptance**

When you use the services provided from this site, please know and agree with the terms and conditions of this statement.

This statement may be updated as necessary. Each change therein shall be released immediately on this site and shall take effect immediately.

If you refuse to accept any of the new terms and conditions hereof, you must abstain from using the services provided from this site; if you continue to use the services provided from this site, you shall be deemed to have accepted the new terms and conditions hereof.

The terms and conditions hereof shall be modified by only authorized personnel of the site in a written form.

### **User**

When using the services, any user must comply with the relevant laws, but this site shall assume no legal responsibility for any disputes caused by any user from using the services.

Any user shall be responsible to properly keep its own login passwords and other confidential information. This site shall assume no legal responsibility for leakage of personal privacy information caused for any reason of any user's own.

This site shall at its sole discretion have the right to suspend or terminate the services for a user.

The service of this site shall not be provided for any of those companies or individuals of which the membership is cancelled temporarily or permanently.

## **Others**

**The copyright of this Privacy Policy is reserved by ECMS International Logistics Co., Ltd. All rights to interpretation and modification reserved.**

**If you have any questions about ECMS International Logistics Co., Ltd and the service, please contact our customer service center.**

## **Terms and Conditions of Service**

### **1.Special Statement:**

When sending any item with the value of more than US \$ 100 or equivalent, the sender shall make a truthful statement to the Company at the time of such sending. If the sender makes no such statement, the Company shall have the right to dispose of the item according to the goods of no more than 100 US dollars or equivalent. If the sender believes that the provision of this article on compensation is not sufficient to compensate for its losses, the Company may advise the sender to purchase insurance for the goods of more than 100 US dollars or equivalent value.

### **2. In order to ensure the safe delivery of the consignment, the Sender shall fulfill the following obligations when sending any goods:**

1) To truthfully declare the content and value of the consignment, and accurately and clearly fill in the names, addresses, contact telephone numbers and other information of both the sender and the recipient. In the case of any sender providing incomplete or untrue information, ECMS shall have the right to terminate or refuse the service commissioned.

2) According to the nature of the consignment (especially fragile goods and cosmetics), to provide adequate packaging in line with the international transport requirements to protect the safe delivery of the consignment. The size and weight of the goods are

agreed herein as follows: the maximum length of a single parcel shall not exceed 180cm, and the total length of the three sides of such parcel shall not exceed more than 300cm; and the weight of a single piece shall not exceed 50kg.

3) The Company shall have the right to inspect any consignment by law. Furthermore, when identifying any goods within the scope of prohibited or restricted delivery, the Company shall also have the right to hand it over to the relevant authority for treatment and cooperate with the authority to investigate the sender and pursue its legal responsibility for illegal delivery thereof. For a detailed list of contraband goods, [please refer to the Annex "Embargo List" on the site.](#)

### **3. Agreement on Service and Fees:**

- 1) For new service requirements not covered herein, please contact your account manager or a dedicated sales person.
- 2) In case of any undelivered consignment, the round-trip freight shall be borne by the sender when it requests the return thereof.
- 3) Express charges shall be collected according to the charging standard published by the Company or agreed in any written agreement signed by both parties hereto. When either party presents any error in calculating the delivery fees, then the other party should actively cooperate with it for the correction thereof.
- 4) The settlement period is determined based on the closing standard published by the Company or is subject to the settlement cycle agreed upon by both parties in any agreement.

### **4. Terms on Compensation:**

- 1) Settlement of claim for uninsured goods: If the sender purchases no insurance for the dispatched goods, the maximum compensation amount of the Company for such goods shall not exceed US \$ 100 or shall be subject to the amount set forth in any relevant contract.
- 2) Settlement of claim for insured goods: If the sender has chosen to insure the goods and has paid insurance premium, in case of any delivered goods being lost, damaged or missing, the Company shall make the compensation according to the insured amount of insurance and the proportion of losses but the maximum compensation shall not exceed the actual amount of actual losses thereof.
- 3) The remnant value of a consignment shall be dealt with by the Company and the sender through negotiation; if the remnant value is returned to the sender, the Company shall deduct the residual value when determining the amount of compensation.

## 5. Disclaimer

- 1) ECMS shall undertake no responsibility, liability or compensation for any indirect, joint, incidental, derivative losses or non-direct losses not listed above.
- 2) ECMS shall take no responsibility for any loss, damage, shortages, delays, fines and other expenses caused by or arising from all reasons, including but not limited to any of the following, and shall make no cost adjustment, no refund, no indemnity or no compensation, and shall reserve the legal right to protect its own reputation and interests.
  - a) The Sender is in breach of ECMS Service Agreement and Terms, including but not limited to the shipment of prohibited items, false declaration, and unclear information of waybill and so on.
  - b) Due to the defects, faults, characteristics and packaging thereof, the goods themselves are not suitable for the operations and transportation of cross-border logistics.
  - c) No strengthened packaging is adopted for fragile or easily damaged goods.
  - d) No insurance is taken out for those goods valuable or easy to lose.
  - e) When the recipient signs the goods, it's found that the outer packing thereof is intact but the contents are damaged or short.
  - f) Any delay is caused by customs, quarantine or other competent authorities in carrying out the relevant formalities.
  - g) Negligence or omissions by the sender or the recipient, including but not limited to: the name and address of the sender or the recipient, or the contact information is not clear and incomplete; the failure of the sender or the recipient to promptly confirm the goods and pay customs duties; or the wrong oral or written instructions of the sender or the recipient; the impossibility to contact the recipient or its rejection without cause.
  - h) Any delays, service interruption or loss of goods caused by force majeure, including but not limited to: wars, unrest, disasters, major accidents, local laws and regulations, government control, the law enforcement of customs and quarantine authorities or other events which ECMS does not reasonably predict, avoid, intervene or influence but have an adverse on the performance by ECMS of the customer service.
- 3) In the event of force majeure as described above, ECMS shall use reasonable endeavors to achieve its performance pledges and avoid or recoup its losses as far as possible.

**6. If other matters are not covered in the terms of this Contract, or the terms of this Contract conflict with the relevant laws, regulations and standards of the State, the relevant provisions shall prevail. In the event of any**

**dispute or disagreement, both parties shall first settle it through amicable negotiation. If any negotiation does not work, any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission in Beijing and shall be resolved in accordance with the arbitration rules in effect at the time of the arbitration application thereto. The arbitral award is final and binding on both parties.**

ECMS portal site:<http://www.ecmsglobal.com/en/index.html>.

ECMS International Logistics Co., Tianjin, China