

DHL Duty & Tax Calculator Terms & Conditions

These DHL Duty & Tax Calculator Terms & Conditions (the "Agreement") explain DHL eCommerce Solutions' obligations to you and your obligations to DHL eCommerce Solutions related to the services provided by DHL eCommerce Solutions with respect to the Duty & Tax Calculator (the "DTC Services"). When you use your account or permit someone else to use it to obtain DTC Services, these DTC Services terms and conditions govern such service or actions. By using the service(s) provided by DHL eCommerce Solutions under these DTC Services terms and conditions, you acknowledge that you have read and agree to be bound by all of their provisions which form a legally binding agreement with DHL eCommerce Solutions on behalf of yourself and/or the entity you represent.

1. **The Terms "User" "You," "Your," and "DHL".** In this Agreement, the terms "user", "you" and "your" means you personally (if you are an individual DTC Services user) or the entity you represent (if your registration is on behalf of an entity) and the term "DHL" means DHL eCommerce Solutions.
2. **Registration, Account Access Information.** To register with the DTC Services you will need to have a valid account with DHL. Once you have an account and access is provided to you to the DTC Service, you will need to obtain an authorization token to the DTC Services application. You agree to keep your DTC Services account access information, including your client ID and password confidential, and to safeguard it and your computer(s) from access by others. You are responsible for any use of the DTC Services made under your client ID. If you become aware of or suspect a disclosure, loss or theft of your account access information and/or any unauthorized use of your DTC Services account, you shall notify DHL promptly. DHL may temporarily block your account or change your account access information in case of a misuse of your account access information or if DHL generally determines in its reasonable discretion that a block/change is necessary.
3. **Duty and Tax Calculator Services.** DTC Services provide you with an estimated cost of duties, taxes and other government fees of different products that may be shipped to certain destination countries (a full list of countries is available in the API specifications published via the API specification publishing tool, and may be modified at any time by DHL). DTC Services provides the estimated duties, taxes and other government fees of the products based on the product information that the user provides to DHL. DTC Services is a tool for informational purposes only. DTC Services is not a tool to prepare products for shipment or that provides restricted party screening or corroboration with customs or trade requirements. DTC Services does not replace any thorough research on, and review of, respective data of specific products, including corroboration of items against harmonised tariff codes and export compliance requirements. DTC Services do not replace the need for any insurance and the respective risk assessment by the user's insurance provider. DTC Services are solely offered to business customers.

You acknowledge that the information obtained from the DTC Services is time-sensitive and may change frequently. The DTC Services will calculate the estimated applicable duties, taxes and government fees to be paid at ports of entry with respect to goods or products sold by merchants. The DTC Services shall provide an estimate only. The merchant or importer shall receive invoice(s) of the actual costs from the selected carrier or service provider or tax authorities or any other relevant third party (even if such party is DHL or an affiliate of DHL) with respect to the actual duties, taxes and governmental entities and Customer shall be solely liable for all such costs. DHL shall not be responsible for any such costs, including any differences between the DTC Services' estimate and the invoice amounts or amounts actually paid. DHL does not provide any warranty with respect to the completeness, correctness or timeliness of any data provided or produced by the DTC Services as any such data is produced in reliance to data acquired from you or third parties or public resources.

4. **Your Warranties and Representations.** You warrant and represent that (a) if an individual, you are at least 18 years of age, (b) if an entity, it is duly organized, validly existing and in good standing under the laws of the jurisdiction of formation, (c) you have obtained all necessary authorization to enter into and perform this Agreement, (d) you will use the DTC Services only for lawful purposes and in accordance with these DTC Services terms and conditions, (e) all information you provide to DHL is complete, accurate and

truthful, and (f) the information you provide can be used by DHL and its partners, subcontractors etc. as permitted under this Agreement without violating the applicable laws or rights of others.

5. **Compliance with Export Controls and Sanctions Laws.** You warrant and represent that You: (a) are not designated as a denied or restricted party on any applicable sanctions list published by any governmental authorities or international organizations, including Canada, the United States, United Nations, and the European Union, under applicable export control and sanctions laws and regulations ("Laws"); (b) are not a resident of or located in any country subject to comprehensive sanction or embargo under applicable Laws; and (c) will not permit the use of DTC Services by any other individual or entity that meets the criteria in (a) or (b). If you become aware of a violation of this section, you shall promptly notify DHL in writing.
6. **Data Privacy.** Registration data and other information about you is subject to DHL's Privacy Policy available at <https://www.dhl.com/ca-en/home/footer/privacy-notice.html>. The information you submit when registering or when using DTC Services may be stored and processed in the United States or any other country where DHL or its affiliates have facilities or servers, and by subscribing to DTC Services, you consent to the transfer and storage of that information in such countries. DHL may disclose any required information to those third parties who reasonably need to know such information to perform or enable the DTC Services, which may include, but is not limited to subcontractors, agents, or sales affiliates. DHL will not retain, use or disclose the personal information you provide for any purpose other than the specific purpose of performing the services specified in this Agreement for you, or as otherwise permitted by law, including retaining, using, or disclosing the personal information for a commercial purpose other than providing such services.
7. **Acceptable Use and Use Restrictions.** You may use the DTC Services for the contractual purposes only and not in a way that violates applicable law. You may use the DTC Services solely for your own use or for use by the entity you represent.

Except as expressly permitted by this Agreement or by DHL, you shall not, and shall not authorize others to:

- (a) use, modify, copy, or otherwise reproduce the DTC Services in whole or in part;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the DTC Services, except and only to the extent that applicable law expressly permits, despite the above limitation;
- (c) perform any security tests (e.g. pen-testing), performance tests (e.g. load-testing), stress tests or similar tests on the DTC Services or any component thereof;
- (d) hinder, damage or take any steps which, in DHL's discretion, jeopardize the accessibility, functioning or security of the DTC Services or any component thereof;
- (e) interfere with or disable any features, functionality or security controls of the DTC Services or any component thereof;
- (f) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the DTC Services or any component thereof;
- (g) introduce viruses, trojans, worms, logic bombs or other technologically harmful or malicious materials;
- (h) scrape or display information from the DTC Services for use in another website or service whether or not for payment;
- (i) post any content from the DTC Services to newsgroups, mail lists, weblogs ("blogs"), or electronic bulletin boards, without DHL's prior written consent;
- (j) offer for sale, market, distribute, sublicense, assign, share, timeshare, (re-)sell, rent, lease, grant a security interest in, or use for service bureau or utility computing purposes, the DTC Services in whole or in part, nor may you otherwise commercially exploit in any manner any of the content of the DTC Services or data obtained from DTC Services queries; or
- (k) use the DTC Services to create a database or service that competes with content received when using the DTC Services.

DHL reserves the right to suspend, terminate or restrict your access to the DTC Services if, in DHL's opinion, your use of the DTC Services may violate any laws, infringe upon another person's rights or violates the terms of this Agreement. If you become aware of any violation of this section, you shall immediately notify DHL and provide DHL with assistance, as requested by DHL in its own discretion, to stop, mitigate or remedy the violation. All rights not expressly granted to you are reserved by DHL. There are no implied rights granted pursuant to this Agreement.

8. **Information provided by User.** You will input all applicable shipping values into the Duty & Tax Calculator in order to calculate taxes, duties, and other government fees. DHL does not have any access to freight rates actually paid by you to other carriers. Restricted and prohibited commodities need to be managed by you. You are responsible for identifying all restricted products within the catalog and ensuring that you can provide all of the required documentation and licenses for each market the products will be shipped to. DHL will not assume any merchant/exporter of record risk on your behalf.
9. **Modification of DTC Services Terms and Conditions.** DHL may modify these DTC Services terms and conditions at any time and will notify you by means of a general notice posted on the DHL website (currently located at <https://www.dhl.com/ca-en/home/our-divisions/ecommerce-solutions/shipping/helpful-information.html>) or as otherwise communicated by DHL to you, at DHL's discretion. Your continued use of the DTC Services after the posting of such modifications will constitute your acceptance of the modified DTC Services terms and conditions.
10. **Modification of DTC Services.** DHL reserves the right to modify the DTC Services at any time, without incurring any liability, provided that such modification does not materially change or degrade the DTC Services' functionalities or features. In case of material modifications to or the discontinuation of the DTC Services, DHL will notify you at least 30 days prior to such modification or discontinuation.
11. **Termination of this Agreement and Effect of Termination.** Either party may terminate this Agreement at any time with a thirty (30) day prior notification to the other party. DHL may suspend or terminate your use of the DTC Services immediately if you fail to comply with these terms and conditions or in other appropriate circumstances, such as insolvency, with no liability other than the obligation to fully pay for the DTC Services already rendered. Upon effect of termination of the DTC Services for any reason, you shall (i) immediately cease using the DTC Services, and (ii) return, destroy and/or delete the account access information and all materials, information, data related to the DTC Services. Your right to archive copies of material, information and/or data, that are necessary for accounting, tax or other legal purposes, shall remain unaffected.
12. **Intellectual Property and License grant.** The DTC Services, the user interfaces, the "look and feel", the content available through the DTC Services, DHL's logos and trademarks and all associated know-how, methodologies and processes are and will remain the sole property of DHL or its parent company or affiliates and are protected by copyright, trademark, trade secret and other intellectual property laws. Conditioned upon your compliance with this Agreement and subject to the limitations set forth herein and during the term of the Agreement, DHL grants you a limited, non-exclusive, non-assignable or sublicensable, non-transferable, revocable license to (i) install, use, and make API calls to the DTC Services (ii) use the content, as it is provided by the DTC Services, in your application ("application" meaning – without limitation – the website, software, or other product that you offer or use integrating the DTC Services), and (iii) allow end users to use your integration of the DTC Services within your application. You may furthermore print out or electronically store the results of DTC Services queries for your personal use or use by the entity you represent. You will cooperate promptly and completely with any reasonable request by DHL related to an investigation of infringement of copyright or other intellectual property right.
13. **Disclaimer of Warranty.** YOUR USE OF DTC SERVICES IS AT YOUR OWN RISK, AND YOU ACKNOWLEDGE THAT THE DTC SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DHL ECOMMERCE SOLUTIONS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, AND NON-INFRINGEMENT. THE DTC SERVICES ARE NOT WARRANTED TO BE UNINTERRUPTED OR ERROR-

FREE. DHL ECOMMERCE SOLUTIONS IS NOT LIABLE FOR ANY INABILITY TO ACCESS OR DELAY IN ACCESSING THE DTC SERVICES DUE TO DOWNTIME DUE TO MAINTENANCE OR CORRECTIVE ACTION, UNAVAILABLE OR UNRELIABLE TELECOMMUNICATIONS NETWORKS OR INTERNET SERVICE PROVIDERS, INCOMPATIBLE EQUIPMENT OR SOFTWARE YOU USE FOR SUCH ACCESS, OR OTHER CAUSES BEYOND DHL ECOMMERCE SOLUTIONS' CONTROL.

14. **Limitation of Liability.** In no event will DHL be liable for any indirect, special, consequential, incidental, punitive or exemplary damages (including but not limited to loss of business, loss of revenue, loss of profits, loss of goodwill, lost opportunity, business interruption, or loss of information/data) to you or any third party arising out of your use of or inability to use the DTC Services, even if DHL has been advised of the possibility of such damages. WHILE DHL ENDEAVOURS TO PROVIDE ACCURATE AND CURRENT INFORMATION VIA THE DTC SERVICES, DHL CANNOT GUARANTEE THAT THE SERVICE WILL BE FREE FROM ERRORS. DHL'S MAXIMUM LIABILITY, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ERRORS IN DTC SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT OR TERMS AND CONDITIONS IS LIMITED TO THE FEE YOU PAID (IF ANY) FOR THE ERRONEOUS TRANSACTION OR \$ 50.00, WHICHEVER IS LESS. THE LAWS OF CERTAIN COUNTRIES OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, CLAUSES 13 AND 14 MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.
15. **Indemnification.** You agree to indemnify, defend and hold harmless DHL and DHL's affiliates, subsidiaries, directors, officers, employees, and agents from all claims, losses, damages, liabilities and costs (including reasonable attorney's fees) resulting from your use of DTC Services and/or your failure to comply with these DTC Service terms and conditions.
16. **Force Majeure.** DHL shall not be deemed to be in breach of this Agreement or otherwise liable to you for damages (including but not limited to loss, damage or delay) or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Agreement to the extent such failure is due to Force Majeure. "Force Majeure" means, any circumstances beyond the reasonable control of DHL, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, third party cyberattacks or other information security events, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to DHL's or subcontractors' workforce), shortage of labor, materials and services and inability or delay in obtaining supplies. If DHL's performance of its obligations under this Agreement is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and DHL shall resume prompt performance as soon as such Force Majeure (including a reasonable start-up period) shall have ceased. DHL shall use commercially reasonable efforts to give notice to you, specifying the nature and extent of the Force Majeure as soon as reasonably practicable after becoming aware of the Force Majeure. DHL will also use all reasonable endeavors to mitigate the effects of Force Majeure on the performance of the Agreement. If, by reason of a Force Majeure, DHL can only fulfill its obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by you.
17. **Governing Law and Venue.** Any dispute arising between the parties shall be governed by the federal laws of Canada, without regard to its conflict of laws provisions, and shall be subject to the exclusive jurisdiction of the province of Ontario or the federal courts of Canada, as applicable.
18. **Entire Agreement.** These DTC Services terms and conditions constitute the entire agreement for the use of the DTC Services, and any other written or oral statements are superseded.
19. **Notices.** E-mail notices will be the sole method by which we will communicate. DHL will send notices and any other pertinent information to you at the e-mail address you supply when you register for the DTC Services or that you have subsequently updated. You will send notices to DHL at eCS.AM.PM.DTCCustomerSupport@dhl.com.