

# Terms of Service

The following are the terms and conditions on which FDW Delivery (Best Office Inc./Faster Moving Logistics Inc.) offers any person or entity that accesses our website and software. We reserve the right to revise these terms and conditions at any time by posting an updated version on Our Website. You are responsible for regularly reviewing these terms and conditions and continued use of Our Software will constitute Your acceptance of such revised terms and conditions. Please also read our privacy policy (available on the Platform), because it will apply to all the information you provide to us and forms part of the Terms. By accepting the Terms, you also accept our privacy policy. If you do not agree to be bound by the Terms, you must not use any part of the Platform.

By registering for the Service, you agree to be bound by the Terms of Service set out here. FDW Delivery reserves the right to update and change the Terms from time to time. By continuing to access the Platform after this notice period expires, you agree to be bound by the updated or changed Terms. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms. Please also read our privacy policy (available on the Platform), because it will apply to all the information you provide to us and forms part of the Terms. By accepting the Terms, you also accept our privacy policy. If you do not agree to be bound by the Terms, you must not use any part of the Platform.

## 1. Definitions

“Confidential Information” - includes all information exchanged between you and FDW Delivery, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorized disclosure.

“Charges” means the charges payable by you in connection with the use of the Platform, as displayed on the Platform or otherwise agreed with you from time to time.

“Data” - means any data inputted by you or with your authority into the Platform.

“Intellectual Property Right” - means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual property rights, anywhere in the world whether or not registered.

“Platform” - means our website at [www.FDW.Delivery.com](http://www.FDW.Delivery.com) or any other address used by us from time to time and the FDW Delivery applications.

“Service” - means the online delivery task management services made available (as may be changed or updated from time to time by FDW Delivery) via the Platform.

“Terms” - means these Terms of Service.

“FDW Delivery” - means Best Office Inc./Faster Moving Logistics Inc. and all current and future global subsidiaries of Best Office Inc./Faster Moving Logistics Inc. “We”, “us” or “our” have a corresponding meaning.

“You” - means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service, and any person or organization that uses the Service with the authorization of that person or entity.

“Your” has a corresponding meaning.

## **2. Provision of Service**

FDW Delivery offers a free trial of the Service for the purpose of evaluation use. Following your evaluation, you have no obligation to continue to use the Service. All data may be deleted at the end of trial period, unless customer converts to a paid account. We have the right to suspend or terminate the Service and refuse any and all current or future use of the Service for any reason at any time.

### Usage Limitations

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes.

## **3. Intellectual Property**

### General

Title to, and all Intellectual Property Rights in the Service, the Platform, branded application, and any documentation relating to the Service or the Platform remain the sole and exclusive property of FDW Delivery and its licensors.

### Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain your property. You grant FDW Delivery a licence to use, copy, transmit, store, and back-up your information and Data for the purposes of enabling you to access and use the Service and for any other purpose related to provision of services to you. If your account is terminated, we will provide an export of your data on request.

### Third-party applications and your Data

If you enable third-party applications for use in conjunction with the Service, you acknowledge that we may allow the providers of those

third-party applications to access your Data as required for the interoperation of such third-party applications with the Service. We will not be responsible for any disclosure, modification or deletion of your Data resulting from any such access by third-party application providers.

#### White-label branded application

In the event that you have requested from FDW Delivery, and FDW Delivery has agreed to make available to you, a white-label branded application for your customers and/or end users with your branding, you hereby grant to FDW Delivery a perpetual, worldwide, royalty-free license to use your trademarks, trade dress, logos, display, etc. ( "Your Trademarks" ) for use and display in connection with such white-label branded application. You acknowledge and agree that the Services and the Software are proprietary products of FDW Delivery and its licensors, protected under patents, copyright laws and international treaties. You further acknowledge and agree that all right, title and interest in and to the Services and the Software, including associated intellectual property rights and all improvements, modifications, revisions, derivative works, customization and integration work product, white-label branded applications, source code are and shall remain the sole and exclusive property of FDW Delivery. These Terms and the rights granted hereunder do not convey to you any interest in or to the Software. You shall not remove or alter any copyright notice, trademark or other proprietary or restrictive notice or legend affixed to, embedded, contained or included in the Software or Services or any material provided by FDW Delivery.

#### Logo Usage

You agree to allow FDW Delivery to use your trademarks and logo in its marketing materials and communications, in accordance with Customer' s trademark guidelines and policies, if provided to FDW Delivery. If you would like your logo erased from our system, submit a request and we will process the removal within 5 business days.

#### **4. SLA, Warranties and Acknowledgement**

##### Authority

You warrant that where you have registered to use the Service on behalf of another person, you have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service you bind the person on whose behalf you act to the performance of any and all obligations that you become subject to by virtue of these Terms, without limiting your own personal obligations

under these Terms. You will be responsible for all activities that occur on the Platform under your access credentials or your company' s account. Please take care in adding additional users and setting access permissions, and tell us straight away if you think there has been a security breach.

#### Service Level Agreement (SLA)

FDW Delivery warrants to customers who are on "Professional" or "Enterprise" subscription: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the table below (excluding maintenance outages, events beyond the reasonable control of FDW Delivery, and outages that result from any Customer technology issues or third party vendor issues); (ii) the functionality or features of the Service may change but will not materially decrease during any paid term; and (iii) that the Support may change but will not materially degrade during any paid term.

Monthly Uptime Percentage: 99%

Service Credit: 5% for each full hour of an outage (beyond the warranty)

LIMITED REMEDY. Customer' s exclusive remedy and FDW Delivery' s sole obligation for its failure to meet the warranty in a(i) above will be for FDW Delivery to provide a credit for the applicable month, as provided in the table above (if this agreement is not renewed, then a refund), for the month; provided that Customer notifies FDW Delivery of such breach within 30 days of the end of that month.

#### Warranties

FDW Delivery gives no warranty about the Service. The software and service are provided AS IS. Without limiting the foregoing, we do not warrant that the Service will meet your requirements, that it will be suitable for any particular purpose, or that it will be available on an uninterrupted, secure, or error-free basis. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

#### Consumer guarantees

You warrant and represent that you are acquiring the right to access and use the Service for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or

legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Service, the Platform or these Terms.

#### Viruses

FDW Delivery does not guarantee that the Platform will be secure or free from bugs or viruses. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Platform. You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or any other means.

#### Passwords

Customer must keep its passwords secure and confidential; Customer is solely responsible for their data and all activity in its account in the Service; Customer must use commercially reasonable efforts to prevent unauthorized access to its account, and notify FDW Delivery promptly of any such unauthorized access.

#### Privacy

FDW Delivery' s privacy policy (available on the Platform) describes the privacy issues in using the Service and the mobile apps. Customer acknowledges and agrees to the terms of this Privacy Policy, and that it may be modified over time.

### **5. Limitation of Liability**

FDW Delivery has no liability for consequential loss, loss of profit (actual or anticipated) or for other damages of any kind, however caused, arising in any way out of or in connection with the Service. FDW Delivery will not be responsible for failure to fulfil any obligation if due to an act of God, strike, lockout or other interference with work, war, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosions, governmental or quasi-governmental restraint, intervention, direction or embargo. In no event will FDW Delivery' s aggregate liability arising out of or in connection with the Terms and your use of or inability to use

the Platform and Service exceed the Charges you have paid to FDW Delivery.

FDW Delivery is not responsible for any payments processed (or not processed) between your customers and their customers (payers) via Stripe. We have the right to suspend or terminate the Service and refuse any and all current or future use of the Service for any reason at any time.

## **6. Termination and indemnification**

FDW Delivery has the right to suspend or terminate the Service and refuse any and all current or future use of the Service for any reason at any time.

Free accounts unused for more than 90 days will be regarded as abandoned and may be closed by FDW Delivery.

Use of the Service may be cancelled by the you at any time. Any monthly or yearly charges will not be refunded when you cancel. Any usage since the last charge will be prorated for the portion of the uncharged month which the account was active. To cancel the service, please send an email to [support@FDW Delivery.com](mailto:support@FDW Delivery.com).

You indemnify FDW Delivery against all claims, costs, damage and loss arising from your breach of any of the Terms. You may have to pay FDW Delivery for any costs, (including by not limited to) relating to the recovery of any Charges that are due but have not been paid by you.

## **7. Modification to the Service and Prices**

FDW Delivery reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Charges are subject to change upon 30 days' notice from us.

FDW Delivery shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **8. Service Availability**

Whilst FDW Delivery intends that the Service should be available 24 hours a day, seven days a week, it is possible that on occasions the Service or Platform may be unavailable to permit maintenance or other development activity to take place, or for reasons outside our control. If for any reason we have to interrupt the Services for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity, typically by email.

## **9. Charges & Payment**

FDW Delivery charges on a per use basis or as specified in the terms notified to a user for any additional features or services. Monthly paying subscribers to FDW Delivery will be charged monthly automatically via their nominated card. The monthly payments will be based on the usage of the previous month. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes.

Invoice amounts are due and payable within the period noted on the invoice. If a deduction of the Charges payable is unsuccessful, we have the right to suspend service until full payment has been made. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the unilateral right to cancel any subscriptions resulting from such errors.

FDW Delivery is a Canada business. Pricing for Canada-based customers is GST inclusive.

## **10. Refunds**

The Service is billed in advance on a monthly or annual basis and fees are non-refundable. There will be no refunds for partial months of service, upgrade or downgrade refunds, or refunds for months unused with an open account. Please notify us in writing to support@FDW Delivery.com if you have any difficulty in deactivating your subscription.

## **11. Contacting FDW Delivery**

You can contact FDW Delivery via email at support@FDW Delivery.com

## **12. General**

Entire agreement

The Terms (including our privacy policy) and the terms of any plan you purchase together constitute the entire agreement between you and us relating to the Service, and supersede and replace any prior agreement, arrangement or understanding relating the Service.

Assignment

We may assign or transfer these Terms, at our sole discretion, without restriction. You may not assign or transfer your rights under these Terms without our prior written consent, which may be withheld in our absolute discretion.

Governing law

The Terms will be governed by and construed in accordance with Australia law. You agree to submit to the exclusive jurisdiction of the courts of Australia with respect to any claim or matter arising out of or in connection with the Terms or their termination. Unless we agree otherwise, any dispute arising out of or in connection with the Terms will be referred to and finally resolved by arbitration before a sole arbitrator in accordance with the Arbitration Rules of the Arbitrators' and Mediators' Institute of Australia for the time being in force.

#### Waiver

No failure or delay by FDW Delivery to exercise any right or remedy provided under the Terms or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

#### Severability

If any provision or part-provision of these Terms is or becomes void, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be severable and deemed to be deleted, and will not affect the validity, legality or enforceability of the remaining provisions.

**The Terms were last updated on 6th March 2022.**