



Terms & Conditions

PLEASE READ ALL TERMS AND CONDITIONS NOTED AND SET OUT HEREIN PRIOR TO USING THE WEBSITE AND/SERVICE.

1. Acceptance and Application of Terms and Conditions

- A. Use of Oakconnect Shipping & Logistics Company Ltd. (the “Company”), its forwarding service (“Oakconnect” or the “Service”), and its website (this “Website”) is governed by the terms and conditions contained herein as well as the terms and conditions of the Privacy Policy posted on the Website (“Terms”). These Terms are legally binding on all users of this Service and Website and constitute a legally binding agreement between you (“User” or “Importer”) and the Company. By accessing this Website, and/or by using the Service, the User expressly and irrevocably agrees to the Terms and to abide by the Terms. These Terms currently list the Company’s current policies and terms and conditions, but, as noted below, the Terms may be adjusted from time to time at the Company’s discretion. If the User of this Service or Website does not agree with any of these Terms, the User may not, under any circumstances, utilize the Oakconnect Service or Website.
- B. The terms and conditions herein shall apply to all transactions between the User and/or Importer and shall supersede and prevail over any verbal contracts, assurances, warranties and/or declarations given orally as well as any different local commercial customs and business usage, as well as different legislative provisions and provisions of international conventions, unless the latter are codified and applicable in the jurisdiction of Jamaica.

2. Intellectual Property Rights

- A. Ownership - All content, text, images, data, information and other material displayed, available or present on this Website (“Content”), including any intellectual property rights in such Content (including without limitation trademarks and copyrights) or other intellectual property rights associated with the Website (hereinafter “Intellectual Property Rights”), are the property of the Company, its licensors, or designated owners and are protected by applicable intellectual property laws. User should assume that everything User sees or reads on this Website is protected by intellectual property rights, unless otherwise noted, and may not be used without the written permission of the Company or the respective owner except as provided in these Terms. All Company trademarks are listed on the trademark list posted on the Website, which may be updated from time to time and which is incorporated herein. All other trademarks or registered trademarks mentioned herein are used for identification purposes only and may be trademarks or registered trademarks of their respective companies.
- B. Authorized and Prohibited Uses - User may access, use, and display this Website on a computer, or mobile device and download and print copies of the Content only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as User complies with these Terms and all applicable laws. If User violates these Terms and/or any applicable laws, your permission to use the Service or Website terminates. User may not otherwise

reproduce, sell, publish, distribute, modify, display, or use any Content or portion of this Website without the prior written permission of the Company; provided, however, if the functionality of the Website permits the e-mailing of certain Content or a link through the use of an “e-mail to a friend” (or similar) icon, User may send that particular Content to others by e-mail. User will not infringe upon any Intellectual Property Rights or remove or modify related intellectual property and/or proprietary notices contained in this Website or the Content.

- C. Registration and Passwords - The Company may or may not at times require a User to have a password and provide registration details to access this Website or portions of this Website. If the Company does require a password and registration details, it shall be a condition of use of this Website that all the details User provides are correct, current, and complete. If the Company believes that the details are not correct, current, or complete, the Company will have the right to refuse User, the use of the Service, access to the Website, or any of its resources, and to suspend and/or terminate User’s account. User is responsible for maintaining the confidentiality of any password(s) and registration details User is given to access this Website, and User is fully responsible for all activities that occur under User’s password(s) and/or registration details. User agrees to notify the Company immediately of any unauthorized use of User’s password(s) and/or registration details. The Company reserves the absolute right, in its sole discretion, not to issue a password to any person or entity.

3. Website and Registration Administration

- A. Website and Other Information - As a convenience to User, the Company may in its sole discretion include certain content, tools, and resources on this Website regarding Customs, and other third parties that may affect the use of the Service, and/or that may influence the final cost of the Service. The Company has no obligation to provide such third party information on this Website, and User acknowledges that (whether or not such information is provided on this Website) the Company is not responsible for providing any such information or for the accuracy, completeness, legality of the content, tools, and resources on this Website. Moreover, the inclusion of such content, tools, and resources does not constitute professional advice and may not be construed as a means to circumvent applicable laws.
- B. Linking - No link shall be made to any page of this Website, except a direct link to the top page <https://www.Oakconnect.com>, without framing. In addition, any link to this Website must be immediately followed by notice to the Company via e-mail at info@Oakconnect.com. Moreover, in the event the Company deems User’s linking practices in relation to this Website to be inappropriate, the Company may provide notice to the User concerning removal or modification of the inappropriate link, and User agrees to comply with any and all requirements of the Company relating thereto. Upon notification to the Company of User’s link to the Website, as provided above, User may link to this Website unless and until the Company gives notice that User must discontinue linking to this Website.
- C. Third Party Sites and Other Information - As a convenience to User, this Website may contain Content, links, and other information submitted by third parties over whom the Company has no control or responsibility. The Company has no obligation to monitor, control, or restrict the use of this Website or third party websites accessible via links on this Website. These other sites are not under the control of the Company, and User acknowledges that (whether or not such sites are

affiliated in any way with the Company) the Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by the Company or any association with its operators. Moreover, the Company has no obligation to verify any Content submitted by any user or third party or to provide any registration or other information to User concerning any Content.

- D. Authority of Website Administrator - The Company may in its discretion modify, edit, translate, suspend, restrict access to, or terminate the Service and/or this Website, these Terms, the Content, or any link at any time without liability or prior notice. The Company may in its discretion terminate the browsing of, registration with, and use of this Website by any User at any time without liability or prior notice for any reason, including for any breach of these Terms.

4. User Requirements and Obligations

- A. Compliance - User will comply with all applicable laws in connection with use of the Service and this Website.
- B. Unsuitable Conduct - User will not engage in conduct on or in connection with the Service or this Website that is illegal, misleading, infringing, defamatory, obscene, offensive, threatening, aggressive or otherwise objectionable. User will not cause damage, embarrassment, or adverse publicity to the Company nor shall the User submit and/or provide to the Company any fraudulent, false, fabricated, inaccurate or misleading information.
- C. User Cooperation and Notification - User will cooperate with all reasonable requests of the Company and will take all reasonable steps to obtain information requested by the Company in furtherance of performing the service. The User shall recognize and acknowledge that certain information can only be provide by he/ she or it and therefore shall unreasonably withhold or refuse to provide information. The User shall also notify the Company promptly upon learning of any actual or suspected breach of these Terms by User or unauthorized use or abuse of the Service or this Website.

5. Service Requirements and Obligations

- A. Authorized and Prohibited User - User may use the Service for non-commercial and commercial package and mail shipments provided that User's packages and mail do not violate any laws (including export, transportation, and importation laws) in all the relevant jurisdictions, in particular the jurisdiction of Jamaica.
- B. Authority to Act as User's Acceptance & Customs Clearance Agent - The Service requires that the Company, its subsidiaries, affiliates, and agents accept, transport, import, and (when applicable) deliver User's packages and mail shipments. By accepting electronically (for example, by clicking "I Agree"), using this Website, or using the Service (for example, by sending a package or mail to the

provided US address), you authorize the Company, its subsidiaries, affiliates, employees and/or agents to act as User's agent for the purpose of acceptance, transportation (whether by own equipment, or by a third party), importation ("Customs Clearance") and delivery of all packages and mail shipments sent to the provided global forwarding address. Moreover, the User acknowledges and authorizes that the Company may make declarations based on the information provided by the User or found within the package or mail shipments and can accept valuations on the User's behalf (with or without User's knowledge) if such required information is not available or forthcoming.

- C. Global Forwarding Address Requirements and Limitations - By registering to use the Service and this Website, User will be assigned a unique account number ("Mailbox #") and one or more global forwarding addresses. User will ship packages and mail to any of the assigned global forwarding addresses using the formatting provided on this Website. Global forwarding addresses are subject to change from time to time and are effective immediately upon posting to this Website. The Company will endeavour to post a notice of change of address for a period of thirty (30) days prior to any such change in address becoming effective. Each User will be solely responsible for updating/correcting any address formatting errors or omissions and will not hold the Company responsible for packages and mail that do not arrive at the intended global forwarding address. The Company may in its discretion assist User in retrieving undeliverable shipments and/or shipments sent to the wrong address. User acknowledges and agrees to prepay any additional fees that may arise in respect to assistance provided by the Company to retrieve undeliverable shipments or shipments sent to the wrong address.
- D. Import and Export Regulations and Limitations (Forwarding Country) - At the sole risk of User, the User may ship packages and mail to the assigned global forwarding address from a third country provided that the shipments comply with all applicable export regulations of the third country and all applicable import regulations of the country hosting the intended global forwarding address. Moreover, the Company will not be a party to, and will have no responsibility in such transactions. The Company will only assume responsibility over packages, goods and/or mail that have been confirmed as being received by the Company's warehouse and/or global forwarding address and those that comply with all other relevant terms set out herein. Packages shipped to the intended global forwarding country from a third country may require the services of a Customs Broker and/or may incur Customs duty charges which fall outside of the scope of the Service provided by the Company to the User. The Company may in its discretion assist User in retrieving shipments from Customs in the country hosting the global forwarding address. The User acknowledges and agrees to prepay any additional fees that may arise in respect to assistance provided by the Company to retrieve shipments being held at Customs in the country hosting the global forwarding address. User will notify the Company promptly of packages being shipped to the global forwarding address that has a value exceeding \$2,500 USD or requiring a validated export license.
- E. Receiving, Acceptance, and Refusal of User's Packages and Mail - The Company will receive all packages and mail delivered to the global forwarding address by courier, post or via walk-in for User. Receiving or signing for packages and mail on behalf of User does not constitute the Company's acceptance of the package or mail. Acceptance of packages and mail is subject to inspection by the Company. The Company, is obligated to carry out a visual inspection of the external package. Any damage found will be noted, however the Company is not obligated to verify the integrity of the contents. User acknowledges that inspections carried out by the Company are for the sole purpose of determining whether the contents of the User's package or mail can be

shipped by air and/or sea. The User shall not hold the Company liable for damage to the contents of a package or mail where the packing was inadequate for the nature of the goods and or the normal process of freight forwarding and/or transport by air or sea whether the Company ought to have known that such damage was likely to occur or not. The Company may in its discretion refuse any package or mail and will notify User promptly of the reason for refusing the package or mail. The User will cooperate promptly with all reasonable requests of the Company to resolve instances where packages or mail have been refused. Refused packages and mail will be held in storage for a maximum of thirty (30) days prior to disposal by the Company. The Company may in its discretion assist User in returning refused shipments, User acknowledges and agrees to prepay any additional fees that may arise in respect to assistance provided by the Company to return such shipments to the vendor.

- F.** Hazardous Materials and Restricted Commodities - The Service may not be used for restricted commodities including hazardous materials, live animals, perishable items, human remains or excrement, wet cargo, precious metals, cash, monetary instruments, high value jewellery, manuscripts, etc. Hazardous materials include, but are not limited to explosives; gases (compressed, deeply refrigerated, liquefied or dissolved under pressure); flammable and combustible liquids; flammable solids; substances liable to spontaneous combustion; substances that on contact with water emit flammable gases; oxidizing substances; organic peroxides, poisonous (toxic) and infectious substances; radioactive nuclear substances; corrosives; miscellaneous products, substances or organisms which may reasonably be considered to be dangerous to life, health, property or the environment when handled, offered for transport by air or transported by air or sea; goods that are otherwise by their nature or quantity either singly or collectively are liable to endanger life or imperil property. International Civil Aviation Organization regulations generally forbid the carriage of hazardous materials aboard aircraft. The User may not cause or attempt to cause the Company to receive, inspect or forward by air or sea any package containing hazardous materials; Moreover, User will be solely liable for all damages that may arise from any accidents or incidents involving hazardous materials.
- G.** Import Regulations and Restrictions (Home Country) - At the sole risk of User, the User may ship packages and mail to the assigned global forwarding address for reship to their home country, provided that those shipments comply with all applicable terms herein, laws, quotas, restrictions and permit/licensing requirements of the intended destination country. The User acknowledges that the Company is not in the business of providing professional advice regarding applicable import laws, quotas, restrictions and permit/licensing requirements of the intended destination country. The Company does not vet shipments arriving at the assigned global forwarding address to determine whether shipments meet such import laws, quotas, restrictions or permit/licensing requirements, therefore User shall consult the services of the competent Authority in the intended home country for advice regarding applicable import laws, quotas, restrictions and permit/licensing requirements and shall obtain any applicable permits/licenses that may be necessary to import such shipments into the intended home country prior to sending such shipments to the assigned global forwarding address. The User will cooperate with all reasonable requests of the Company to provide permits or licenses where necessary and will notify the Company promptly upon obtaining such permits and licenses. The Company will promptly notify the User upon learning of any actual or suspected breaches of any applicable import laws, quotas, restrictions and permit/licensing requirements. The Company will not be a party to, and will have no responsibility or liability in cases where User is found in breach of applicable import laws, quotas, restrictions, and permit/licensing requirements. User will notify the Company promptly where User's shipments requires

special tax treatments in respect to tax exemptions and tax allowances and shall provide all applicable completed supporting documents to the Company.

- H.** Customs Inspection, Valuation, Clearance, Storage and Disposal - The Service requires that Customs and Border Protection (CBP) and various other external Authorities including agents of the Jamaica Customs Agency in the intended destination country be given unrestricted access to inspect User's shipments as deemed necessary to safe guard the destination countries' border, people, livestock, agriculture, etc. By using the Service, you authorize CBP, its agents and any other Government Authority including the Jamaica Customs Agency, and their agents to inspect User's shipments and if necessary, and to detain, confiscate, or destroy shipments that pose a threat to that countries national security. In such cases each User will defend, indemnify, and hold harmless the Company from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with inspecting, detaining, confiscating, storing, and destroying such shipments. The Company will promptly notify the User upon learning of a shipment being detained, confiscated, or destroyed. User will indemnify, and hold harmless the Company and their respective officers, directors, employees, and agents from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with errors or acts of omissions on Customs declarations. Moreover, User will indemnify, and hold harmless the Company for any errors made or acts of omissions made by Customs in respect to valuation of shipments.
- I.** Service Rates and Payment Requirements - The Company publishes Service rates on this Website. These rates are subject to change from time to time and are effective immediately upon posting. Therefore, User is advised to review these rates occasionally or at least every thirty (30) days. The Company will endeavour to post a notice of change to the Service rates for a period of thirty (30) days prior to any such change becoming effective. The Company will invoice the User on a per package/mail/ goods basis for the Service. Invoices will at the sole discretion of the Company and may be denominated in USD, JMD and/or any other currency deemed applicable by the Company from time to time and may converted at the prevailing exchange rate of the invoice date. Invoices are due upon receipt and it is expected that the User will settle invoices immediately. The User will be allowed a fourteen (14) day grace period to settle open invoices. Storage fees may accrue after the fourteen (14) day grace period has expired. The Company may at its own election and/or discretion apply interest at a rate not exceeding six percent (6%) per annum for invoices not settled within the 14 day grace period. Packages/Mail/Goods with invoices that are not settled within thirty (30) days of the invoice date will be considered forfeited by the User and will be disposed of at the sole discretion of the Company. The User will defend, indemnify, and hold harmless the Company from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with the disposal of forfeited packages/mail.
- J.** Insurance Requirements, Coverage and Limitations - The Company may at its own election or discretion provide insurance coverage for all insurable packages, the User may however opt out of the insurance program. The Company may also in its discretion remove the User from the insurance program. Where a User opts out of the insurance program or the Company removes User from the insurance program, the User will not be charged an insurance fee. Insurance charges are based on the declared value of the package. Packages with no value declared (NVD) will be insured up to \$100 USD. Packages with a declared value over \$5,000 USD fall outside the scope of the insurance program included with the Service and the User will notify the Company promptly if insurance coverage will be required. User acknowledges and agrees to prepay any additional fees

that may arise in insuring packages with a declared value over \$5,000 USD. Hazardous materials and restricted commodities are not insurable.

K. Lost Packages/ Mail/ Goods – In the event that the User is of the view that a package/ mail/ goods have been lost, misplaced or missing, the User must alert and/or inform (file a claim) the Company in writing to the Company’s email within thirty (30) days of the package/mail/goods days of the arrival notification at the assigned Company’s warehouse and/or global forwarding address. Failure to alert and/or inform the Company in writing to the Company’s email of a lost and/or misplaced package/mail/goods may cause the Company at its own discretion not accept, investigate and/or honour any claim for lost or misplaced package/mail/ goods. Claims accepted by the Company are to be thoroughly investigated by the Company and said investigation shall not exceed thirty (30) days which shall be known as the “investigation period”. During the investigation period the User shall provide all necessary information supporting documentation to the Company and shall cooperate with all reasonable requests of the Company. It is expressly understood and agreed between the User and the Company that following circumstances may at the Company’s election or discretion void and/or nullify any claim the User may have to recover the value lost, misplaced and/or missing packages/mail/ goods if and/or in the event that :

- i. the package/mail/goods were not shipped to the proper and/or assigned company warehouse and/or global forwarding address;**
- ii. the package/mail/goods were signed to as being received by an agent/ employee/ worker and/or representative of the Company at the Company’s warehouse and/or global forwarding address or not signed for at all;**
- iii. the package/mail/goods are in breach of any of the terms herein;**
- iv. the user fails and//or refuses to provide reasonably requested information to or cooperate with the Company during the investigation period; and/or**
- v. the user is in violation of any of the terms herein.**

Once the investigation is complete and it has been confirmed that the relevant package/mail/goods were correctly delivered and received at the Company’s warehouse and/or global forwarding address and despite the best efforts of the Company and/or the User the package/mail/goods cannot be located then the Company will be entitled to reimburse the User of the value lost package/mail and goods. Further terms and conditions re refunds and reimbursements are more particularly set out under Clause 6 (A) herein.

L. Damaged or Destroyed Items or Goods – In the event that the User becomes aware of and/or upon receipt of a package/ mail/ goods realizes that that the said contents of the package, mail or specific item or good was or is damaged or destroyed the User must alert and/or inform (file a claim) the Company in writing to the Company’s email within thirty (30) days of the package/mail/ goods/ specific item being delivered to or received by them/it. Failure to alert and/or inform the Company in writing to the Company’s email of a damaged or destroyed contents of a package/ mail/goods/ items may cause the Company at its own discretion not accept, investigate and/or honour any claim for damaged or destroyed contents of a package/mail/ goods/ specific item. Claims accepted by the Company are to be thoroughly investigated by the Company and said investigation shall not exceed thirty (30) days which shall be known as the “investigation period”. During the investigation period the User shall provide all necessary information supporting documentation to the Company and shall cooperate with all reasonable requests of the Company. It is expressly understood and agreed between the User and the Company that following

circumstances may at the Company's election or discretion void and/or nullify any claim the User may have to recover the value of damaged or destroyed contents of a package/mail/goods/ items if and/or in the event that:

- vi. the contents of a package/mail/goods/ items were not properly packaged, wrapped and/or secured upon being delivered to the Company's warehouse and/or global forwarding address;
- vii. the contents of a package/mail/goods/ items were usually fragile and/or unstable and the User did not alert or advise the Company of same;
- viii. the package/mail/goods are in breach of any of the terms herein;
- ix. the user fails and//or refuses to provide reasonably requested information to or cooperate with the Company during the investigation period; and/or
- x. the user is in violation of any of the terms herein.

Once the investigation is complete and it has been confirmed that the relevant contents of a package/mail/goods/ items were delivered and received at the Company's warehouse and/or global forwarding address in an undamaged state and despite the best efforts of the Company and/or the User the relevant contents of a package/mail/goods/ items cannot be repaired or function or be used then the Company will be entitled to reimburse the User by way of cheque, direct deposit, cash or bank transfer for the value of the relevant contents of a package/mail/goods/ items. Further terms and conditions re refunds and reimbursements are more particularly set out under Clause 6 (A) herein.

6. General Policies and Procedures of The Company

- A. Refunds and Reimbursements - The amount reimbursed or refunded to a User will be the lowest of the following: (a) the declared value on the invoice attached to this website, (b) the declared value on the invoice found on/in package, or declared value on invoice included with claim (packages without an invoice will be valued at no more than \$100 USD). All refunds and/or reimbursements are to be effected within thirty days (30) after the investigation period and are may be paid by way of cheque, bank transfer, cash or direct deposit. The method of payment with respect to refunds and/or reimbursements shall be at the sole discretion of the Company and the Company may reimburse the User by making part payments.
- B. Expenses and Additional Fees – The Company shall be at liberty to add and/or apply additional fees, charges, costs to invoices with respect to additional packaging , repackaging or wrapping applied to packages, the cost of in country transport for delivery, the cost of storage , interest accrued by the User, and/or additional fees or expenses incurred by the Company in furtherance of having the package/mail/ goods or items delivered to the User. Any additional fees charges and/or cost payable by the User shall be included in a Supplemental Invoice if necessary.
- C. Non-Acceptance of Cargo – If for any reason whatsoever the air carrier or ship carrier refuses to accept any cargo/ pallet/ item or set of goods then the Company may attempt to arrange transport by alternate means however, the Company reserves the right to return all packages/ goods/ mail and/or items to the User and/or their approved agent.

- D. Goods of Great Value – The user shall ensure to specifically notify the Company via email with respect to packages or mail containing documents, items and/or goods of great value shall ensure that where necessary specific instructions are given as to any specific means of transport necessary or packaging. Goods of great value shall apply to goods which exceed USD\$1000.00 in value or documents containing sensitive information such as cheques, wills, certificates passwords etc.
- E. Assumption of Risk – The Company only assumes the risk of transporting and delivering packages, mail, goods and/or items that were correctly delivered and received an employee/agent and/or worker at its warehouse and/or global forwarding location as provided to the User. Further, the Company assumes no risk over packages, mail, goods and/or items that are in breach of and/or violate any of the terms herein.
- F. Delays and Timeline – The Company endeavors to get packages, mail, goods and/or items to the User in the shortest time as possible. However, the User and Company hereby confirm that they understand and acknowledge that various factors may impact the timelines for the transport and delivery of goods including but not limited to, acts of God, strikes and/or protests, industrial action, accidents and/or damage to carrier, detention, inspection and/or seizure by a regulatory authority or governmental agency, medical and/or bio-chemical hazards, increase or fluctuations in drag force with respect to carriers, sever and/or adverse weather conditions etc.

7. Warranties and Indemnification

- A. Each User warrants and declares that the monies being used to finance transactions with the Company are from legal sources only. Further, the User shall indemnify the Company, its officers, agents, servants, employees, its partners and/or independent contractors against any liability, actions or proceedings that may arise as a result of the breach of such warranty.
- B. Each user warrants and declares that all packages, mail, goods and/or items sent to or transported through the Company shall be legal and conform to all laws of the relevant jurisdiction. To be clear it is illegal to utilize the service to ship or transport money, firearms and/or ammunition, fruits, meats and/or vegetables, animals, humans, toy guns, jewelry valued over USD\$10,000.00, hazardous chemicals etc.
- C. The Company warrants that it is duly registered and certified to operate as freight forwarder/broker in the Jurisdiction of Jamaica.
- D. The Company and/or its officers, directors, employees, and agents, and any of its licensors, website partners, or contractors shall not be responsible for and shall be held harmless by the User from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with the damages, injuries and/or expenses caused by a delay in receiving packages, mail, items and/or goods, the costs, expenses and/or charges to reorder items or goods nor any other issue, expense, costs, injuries or liability not contemplated or related to the service herein.

- E. Each User will defend, indemnify, and hold harmless the Company and their respective officers, directors, employees, and agents, and any of its licensors, website partners, or contractors from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with User's actions or omissions, including use of the Service or this Website, online conduct, breach of these Terms, or dealings or transactions with other persons resulting from use of this Website or the Service.

8. Miscellaneous

- A. **Separate Terms and Conditions** - In connection with User's use of particular ancillary Services and/or access to Content contained in certain areas of this Website, it may be necessary for User to consent to policies or terms and conditions in addition to the Terms set forth herein, which User should read carefully before making any use of such Content or areas of this Website. Any such additional terms and conditions will not vary or replace these Terms regarding any use of the Service or this Website, unless otherwise expressly stated.
- B. **Privacy Policy** - The Company is concerned about privacy and has developed a policy to address privacy concerns. User can find the current privacy policy at <https://www.Oakconnect.com> (the "Privacy Policy"). The Privacy Policy is hereby incorporated into these Terms by reference and constitutes a part of these Terms.
- C. **Dispute Resolution; Applicable Law and Forum** - With respect to any and all disputes arising out of or in connection with the Service or this Website or these Terms (including without limitation the Privacy Policy), the Company and User agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. The Company has no obligation to become involved in any dispute between a User and any other person. The Service, this Website, these Terms, and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of Jamaica without regard to its conflict of law principles in any other jurisdiction. The Company and User agree that all disputes arising under this agreement will be settled exclusively through confidential binding arbitration in Kingston, Jamaica, by a sole arbitrator nominated by agreement of the parties through the Dispute Resolution Foundation. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. User agrees that the Company is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the provisions of these Terms pending a final arbitral decision.
- D. **Modification of Terms, Etc.** - These Terms constitute the complete agreement between the parties with respect to their subject matter and supersede any prior agreement or communication. These Terms are subject to change from time to time and are effective immediately upon posting. The Company will endeavour to post a notice of any changes to these Terms for a period of thirty (30) days following any such modifications. Therefore, User is advised to review these Terms occasionally or at least every thirty (30) days. User's continued use of the Service, this Website, subsequent to the Company's notice of modification of these Terms, shall constitute User's acceptance of the modified Terms. If any provision of these Terms shall be found to be invalid, illegal, or otherwise unenforceable, such finding shall not affect the other provisions of these Terms, or the whole of these Terms, but such provision shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties shall

be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements set forth in these Terms. The parties hereto are separate and distinct, and this agreement is not intended to create and does not create an agency, partnership, or joint venture relationship between the parties nor do these Terms extend to any third party. User's obligations pursuant to these Terms shall survive termination of the Service, this Website, any use of this Website, any Content provided by User on this Website, and/or these Terms.

- E. Force Majeure - Neither party shall be liable for any delay or failure to perform its obligations under this agreement if such delay or failure is caused by an event beyond the control of the affected party, including, but not limited to, acts of God, strikes, lockouts, riots, epidemics, war, government action, or other events that are beyond the reasonable control of the affected party ("Force Majeure Event"). In the event of a Force Majeure Event, the affected party shall promptly notify the other party in writing of the nature and extent of the Force Majeure Event and the estimated duration of the delay or failure to perform its obligations. The affected party shall take all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance of its obligations as soon as reasonably possible. If the Force Majeure Event continues for a period of more than sixty (60) days, either party may terminate this agreement by giving written notice to the other party. In such event, neither party shall be liable to the other party for any damages or losses arising from the termination of this agreement.

- F. Contact Information - If you have any questions regarding these Terms, the Service, or this Website, please contact the Company at info@Oakconnect.com.

-END-