WORLD2DOOR FREIGHT PLATFORM SUBSCRIPTION & SERVICES AGREEMENT

PART A – COMMERCIAL TERMS

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1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

1.1 "Agreement"

means this World2Door Freight Platform Subscription & Services Agreement together with all Schedules, Annexures and any amendments executed in writing by the Parties.

1.2 "API"

means the proprietary Application Programming Interface developed and owned by World2Door, enabling the Retailer to integrate the World2Door Global Freight Platform with its website, mobile application, ERP, POS or other approved systems for the purpose of obtaining live freight quotations, shipment booking, shipment tracking and related services.

1.3 "Booking"

means a shipment request submitted by the Retailer through the Platform after acceptance of a valid Freight Quote.

1.4 "Booking Confirmation"

means the electronic confirmation issued by World2Door confirming acceptance of a Shipment Booking.

1.5 "Business Day"

means any day, excluding Saturdays, Sundays and officially declared public holidays in the Emirate of Dubai, United Arab Emirates.

1.6 "Customer"

means the end customer of the Retailer purchasing goods from the Retailer and requesting international delivery through the World2Door Platform.

1.7 "Dashboard"

means the secure online portal provided by World2Door through which authorised Retailer Users may obtain freight quotations, manage bookings, track shipments, access shipment history, download invoices, manage users and access other Platform features according to the applicable Subscription Plan.

1.8 "Dangerous Goods"

means goods classified as dangerous or hazardous under the International Air Transport Association (IATA), International Maritime Dangerous Goods (IMDG) Code, applicable civil aviation regulations, maritime regulations or any other applicable law or international convention.

1.9 "Effective Date"

means the date on which this Agreement is executed by both Parties or such other date as may be specified in the Agreement.

1.10 "Estimated Delivery Time (EDT)"

means the approximate delivery period displayed by the Platform together with the Freight Quote, commencing from the Booking Confirmation and **including the Retailer's obligation to deliver the Shipment to the designated World2Door Warehouse within forty-eight (48) hours**, together with the estimated international transportation and final delivery period.

Estimated Delivery Time is provided solely as an estimate and shall not constitute a guaranteed delivery commitment.

1.11 "Freight Charges"

means the transportation charges generated through the World2Door Rate Engine based upon the shipment particulars submitted by the Retailer.

1.12 "Freight Quote"

means the electronic quotation generated by the Platform for a proposed Shipment.

1.13 "Platform"

means the World2Door Global Freight Platform, including the Rate Engine, APIs, Dashboard, booking engine, tracking system and all associated software, databases and technology owned or licensed by World2Door.

1.14 "Quote Validity Period"

means the period of **seven (7) calendar days** from the date and time of generation of a Freight Quote, after which the quotation shall automatically expire unless the Booking has been confirmed.

1.15 "Rate Engine"

means the proprietary pricing engine owned by World2Door that generates live freight quotations based upon shipment information, carrier availability, freight mode, destination, dimensions, weight, commodity and other applicable commercial parameters.

1.16 "Retailer"

means the company subscribing to the Platform under this Agreement for the purpose of offering international shipping services to its Customers.

1.17 "SaaS Subscription"

means the subscription granted by World2Door allowing the Retailer to access and use the Platform in accordance with the Subscription Plan selected.

1.18 "Shipment"

means any goods, merchandise or cargo accepted by World2Door for international transportation pursuant to this Agreement.

1.19 "Subscription Plan"

means the applicable Basic, Growth, Premium or Customize plan subscribed to by the Retailer as set out in Schedule A.

1.20 "User"

means any employee, representative or authorised person nominated by the Retailer to access the Platform.

1.21 "Warehouse Acceptance"

means the process by which World2Door physically receives, inspects and accepts a Shipment after verification of its weight, dimensions, packaging, commodity description and accompanying documentation.

1.22 "World2Door"

means **Kens World2Door Cargo LLC**, a company incorporated under the laws of the United Arab Emirates, together with its successors and permitted assigns.

1.23 "World2Door Warehouse"

means any warehouse, logistics facility or consolidation centre designated by World2Door for receipt and processing of Shipments.

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2. APPOINTMENT OF WORLD2DOOR

2.1 Appointment

The Retailer hereby appoints World2Door, on a **non-exclusive basis**, as its technology-enabled international freight services provider for Shipments booked through the Platform, and World2Door accepts such appointment subject to the terms and conditions of this Agreement.

2.2 Nature of Relationship

The Parties acknowledge that World2Door operates a proprietary cloud-based freight technology platform that enables Retailers to obtain live international freight quotations, manage shipment bookings, monitor shipment status and tracking, and arrange international transportation and related logistics services for their Customers.

Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, employment relationship or franchise between the Parties.

2.3 Non-Exclusive Appointment

This Agreement shall not restrict either Party from entering into similar arrangements with any other person or entity unless expressly agreed in writing.

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3. SCOPE OF SERVICES

Subject to the Retailer maintaining a valid Subscription Plan and complying with this Agreement, World2Door shall provide the following services:

3.1 Technology Services

- Access to the World2Door Global Freight Platform.
- Access to the Dashboard.
- API integration capabilities.
- Live freight quotation services.
- Shipment booking functionality.
- Shipment tracking.
- Reporting and shipment history.
- User account management according to the applicable Subscription Plan.

3.2 Freight Services

World2Door shall arrange international transportation through approved logistics partners using one or more of the following transportation modes, as available:

- Air Freight
- Sea Freight
- Road Freight
- International Courier Services
- Multimodal Transportation

3.3 Additional Services

Where requested by the Retailer and accepted by World2Door, additional services may include:

- Cargo insurance
- Export documentation assistance
- Customs brokerage
- Warehousing
- Cargo consolidation
- Packing and repacking
- Storage
- Other logistics services offered by World2Door from time to time.

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4. SUBSCRIPTION PLANS

4.1 Subscription Requirement

Access to the Platform is available only to Retailers holding a valid and active Subscription Plan.

4.2 Available Plans

Subscription Plans are detailed in **Schedule A** and presently include:

- Basic
- Growth
- Premium
- Customize

World2Door reserves the right to modify or introduce additional Subscription Plans upon prior written notice.

4.3 Activation

Platform access shall only be activated after:

- execution of this Agreement;
- completion of the Retailer's onboarding requirements;
- payment of the applicable subscription fees; and
- successful creation of the Retailer's user account(s).

5. PLATFORM ACCESS

5.1 Grant of Access

Subject to the Retailer maintaining a valid Subscription Plan and complying with the terms of this Agreement, World2Door grants the Retailer a limited, non-exclusive, non-transferable and revocable right to access and use the World2Door Global Freight Platform solely for the purpose of obtaining freight quotations, managing shipment bookings and arranging international transportation for its Customers.

5.2 Access Methods

The Platform may be accessed through one or more of the following methods:

a. API Integration;

b. World2Door Dashboard;

c. World2Door Website;

d. Mobile applications (where available); and

e. Any other access method approved by World2Door.

5.3 API Integration

World2Door shall provide API credentials to Retailers subscribing to eligible Subscription Plans.

The Retailer may integrate the APIs into its:

- Website
- E-Commerce Platform

- ERP
- POS System
- Mobile Application

or any other approved software system.

The Retailer shall be solely responsible for the cost and implementation of such integration unless otherwise agreed in writing.

5.4 Dashboard Access

World2Door shall provide secure Dashboard access to authorised Users of the Retailer.

Subject to the subscribed Subscription Plan, the Dashboard may include:

- Live Freight Quotes
- Shipment Booking
- Shipment Tracking
- Booking History
- Freight Payment History
- Invoice Download
- Shipment Reports
- User Management
- Claims Submission
- Customer Support
- Analytics
- Notifications

World2Door reserves the right to modify or improve Dashboard functionality from time to time.

5.5 User Accounts

The Retailer shall:

- maintain the confidentiality of all login credentials;
- ensure that only authorised Users access the Platform;
- immediately notify World2Door of any unauthorised access; and
- remain responsible for all activities undertaken through its User accounts.

5.6 Availability

World2Door shall use commercially reasonable efforts to maintain the availability of the Platform.

The Retailer acknowledges that temporary interruptions may occur due to:

- Scheduled Maintenance;
- Emergency Maintenance;
- Carrier System Updates;
- Third-party Service Interruptions;
- Cyber Security Measures;
- Events beyond the reasonable control of World2Door.

Such interruptions shall not constitute a breach of this Agreement.

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6. SUBSCRIPTION FEES

6.1 Subscription Charges

The Retailer shall pay the subscription fees applicable to the selected Subscription Plan as specified in **Schedule A**.

6.2 Billing

Subscription fees may be billed:

- Monthly; or
- Annually,

depending upon the Subscription Plan selected by the Retailer.

6.3 Payment

Subscription fees shall be payable in advance.

Failure to make payment by the due date may result in suspension or termination of Platform access.

6.4 Taxes

Subscription fees are exclusive of any applicable taxes unless expressly stated otherwise.

The Retailer shall be responsible for all applicable taxes imposed under applicable law.

6.5 Changes in Subscription Fees

World2Door may revise Subscription Fees by providing at least thirty (30) days' prior written notice to the Retailer.

Any revised fees shall apply only upon renewal of the Subscription Plan unless otherwise mutually agreed.

6.6 World2Door Branding and White Labelling

6.6.1 Standard Branding Requirement

Retailers accessing and displaying freight quotations through the World2Door APIs shall prominently display the wording **"Powered by World2Door"** alongside or in connection with the freight rates and shipping options presented to their End Customers.

6.6.2 Branding Placement

The "Powered by World2Door" acknowledgement shall be displayed in a reasonably visible manner on the relevant webpage, application screen or digital interface where World2Door freight quotations and shipping options are presented. The acknowledgement shall not be hidden, removed, obscured or altered without World2Door's prior written approval.

6.6.3 White Label Option

Retailers subscribing to the **Premium Plan with the White Label option**, or any other Subscription Plan for which World2Door expressly offers White Label functionality, may display World2Door freight quotations and shipping services without displaying the "Powered by World2Door" acknowledgement or World2Door branding, subject to the applicable subscription terms and any additional commercial conditions agreed between the Parties.

6.6.4 Restrictions

Unless expressly authorised under an applicable White Label arrangement, the Retailer shall not remove, modify or conceal World2Door branding, logos, trademarks or other identification appearing in connection with the Platform or API services.

6.6.5 Withdrawal of White Label Privileges

Where the Retailer's subscription is downgraded, expires or is terminated, or where the White Label option is discontinued or withdrawn in accordance with the applicable subscription terms, the Retailer shall reinstate the standard "Powered by World2Door" acknowledgement or cease using the relevant API functionality, as applicable.

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7. PLATFORM LICENCE

7.1 Licence Grant

World2Door grants the Retailer a limited, revocable, non-exclusive and non-transferable licence to use the Platform during the term of this Agreement.

7.2 Restrictions

The Retailer shall not:

- Copy;
- Modify;
- Reverse Engineer;
- Decompile;
- Disassemble;

- Redistribute;
- Resell;
- Lease;
- Licence;
- Sub-licence;
- Create derivative works from;

any part of the Platform, APIs, Dashboard or Rate Engine without the prior written consent of World2Door.

7.3 Ownership

All intellectual property rights in the Platform shall remain the exclusive property of World2Door.

No ownership rights are transferred under this Agreement.

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8. ACCOUNT SUSPENSION

World2Door may suspend the Retailer's access to the Platform immediately upon written notice where:

- Subscription Fees remain unpaid;
- Freight Charges remain unpaid;
- The Retailer repeatedly submits inaccurate shipment information;
- Fraud or attempted fraud is suspected;
- Illegal or prohibited goods are offered for shipment;
- The Platform is used in breach of this Agreement;
- Required regulatory approvals are not maintained;
- Continued access presents a cyber security or operational risk.

Suspension shall not affect the Retailer's obligation to pay any outstanding amounts.

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9. TERM AND RENEWAL

9.1 Commencement

This Agreement shall commence on the Effective Date.

9.2 Initial Term

The Agreement shall remain in force for an initial period of one (1) year unless otherwise agreed in writing.

9.3 Automatic Renewal

Unless either Party gives at least thirty (30) days' written notice before expiry of the then-current term, this Agreement shall automatically renew for successive one-year periods.

9.4 Survival

The following provisions shall survive termination of this Agreement:

- Confidentiality;
- Intellectual Property;
- Outstanding Payments;
- Claims;
- Limitation of Liability;
- Governing Law;
- Dispute Resolution; and
- Any provision intended by its nature to survive termination.

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10. TERMINATION

Either Party may terminate this Agreement:

10.1 By Notice

Upon providing thirty (30) days' prior written notice to the other Party.

10.2 Immediate Termination

World2Door may terminate this Agreement immediately where the Retailer:

- becomes insolvent or enters liquidation;
- commits fraud or wilful misconduct;
- repeatedly breaches this Agreement;
- fails to pay Subscription Fees or Freight Charges;
- repeatedly provides false shipment information;
- breaches applicable laws;
- becomes subject to sanctions or regulatory restrictions; or
- materially damages the reputation or business interests of World2Door.

10.3 Consequences of Termination

Upon termination:

- all Platform access shall cease;

- API credentials shall be deactivated;
- Dashboard access shall be revoked;
- all outstanding invoices shall become immediately due and payable;
- Shipments already accepted by World2Door shall continue to be processed in accordance with this Agreement unless prohibited by law.

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11. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between the provisions of this Agreement and any Schedule, Annexure or other document incorporated by reference, the order of precedence shall be:

1. This Agreement;
2. Any written amendment executed by both Parties;
3. The applicable Schedule;
4. Operational guidelines or user manuals published by World2Door.

Where the Retailer has accepted the World2Door Retailer Subscription Terms & Conditions electronically at the point of signup, those Terms & Conditions shall apply as the Retailer's acceptance of, and onboarding mechanism for, this Agreement. In the event of any conflict between this Agreement and the Retailer Subscription Terms & Conditions, this Agreement shall prevail.

PART B – PLATFORM SERVICES

12. SHIPMENT BOOKING PROCESS

12.1 Scope

This Part sets out the complete process for obtaining freight quotations, confirming shipment bookings, payment of freight charges, acceptance of shipments by World2Door, international transportation and final delivery to the End Customer.

12.2 Platform Access

The Retailer shall access the World2Door Global Freight Platform through:

a. API integration with the Retailer's website, mobile application, ERP or POS system; or

b. the World2Door Dashboard provided under the applicable Subscription Plan.

The Retailer acknowledges that the Platform is designed to enable the Retailer to offer international shipping services to its End Customers while World2Door manages the international freight execution.

12.3 Freight Enquiry

Upon receiving an order from an End Customer requiring international delivery, the Retailer shall submit a freight enquiry through the Platform by providing accurate shipment information, including:

- Origin;
- Destination country;
- Commodity description;
- Declared shipment value;
- Number of packages;
- Actual weight of each package;
- Actuals Dimensions (Length × Width × Height) in cms of each package;
- HS code of each product
- Preferred shipping mode ; and
- Any additional services requested.

The Retailer warrants that all information submitted is complete and accurate.

12.4 Freight Quotation

Based on the information submitted, the World2Door Rate Engine shall generate live freight quotations.

The quotation may include one or more transportation options, including:

- Air Freight;
- Sea Freight;
- Road Freight;
- International Courier; and
- Multimodal transportation,

subject to availability.

Each quotation shall display:

- Freight Charges;
- Estimated Delivery Time (EDT);
- Shipping Mode;
- Service Level (where applicable); and
- Any additional charges known at the time of quotation.

12.5 Dynamic Pricing

The Retailer acknowledges that all freight quotations are generated dynamically by the World2Door Rate Engine and are based on, among other factors:

- Origin and destination;
- Shipment weight;
- Volumetric weight;
- Dimensions;
- Commodity type;
- Declared value;
- Shipping mode;
- Carrier availability;
- Fuel and security surcharges;
- Customs-related costs (where applicable); and
- Other commercial parameters.

World2Door does not publish fixed freight tariffs, and no quotation shall create any right to future pricing.

12.6 Validity of Freight Quotation

Each freight quotation shall remain valid for **seven (7) calendar days** from the date and time it is generated by the Platform.

If a shipment booking is not confirmed within the Quote Validity Period, the quotation shall automatically expire and shall cease to be valid.

Upon expiry, the Retailer shall obtain a new quotation through the Platform.

12.7 Booking Confirmation

A shipment shall be deemed booked only when:

a. the Retailer accepts the freight quotation within the Quote Validity Period;

b. World2Door issues a Booking Confirmation; and

c. the Retailer receives confirmation through the API or Dashboard.

Until a Booking Confirmation has been issued, World2Door shall have no obligation to reserve transportation capacity or provide freight services.

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13. PAYMENT OF FREIGHT CHARGES

13.1 Prepayment Requirement

Immediately upon receipt of the Booking Confirmation, the Retailer shall pay the full quoted Freight Charges to World2Door.

Payment of Freight Charges is a condition precedent to the acceptance of the Shipment by World2Door.

13.2 Payment Before Warehouse Delivery

The Retailer shall ensure that payment of the Freight Charges has been received by World2Door before delivering the Shipment to the designated World2Door Warehouse.

World2Door reserves the right to refuse acceptance of any Shipment where payment has not been received in full.

13.3 No Credit Terms

Unless otherwise agreed in writing, all Freight Charges shall be payable on a **100% advance payment basis**.

Any extension of credit shall be entirely at the discretion of World2Door and shall be governed by a separate written agreement.

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14. DELIVERY TO THE WORLD2DOOR WAREHOUSE

14.1 Retailer's Delivery Obligation

Following payment of the Freight Charges, the Retailer shall deliver the Shipment to the designated World2Door Warehouse within **forty-eight (48) hours** from the Booking Confirmation.

14.2 Failure to Deliver

If the Shipment is not delivered within the above period:

- World2Door may cancel the Booking;
- the Freight Quote may become invalid if the seven (7) calendar day validity period has expired; and
- a revised Freight Quote may be required before a new booking is confirmed.

14.3 Packaging

The Shipment shall be delivered in a secure and transport-worthy condition, suitable for international transportation.

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15. WAREHOUSE ACCEPTANCE AND SHIPMENT VERIFICATION

15.1 Inspection

Upon receipt of the Shipment, World2Door shall inspect and verify:

- Actual weight;
- Volumetric weight;
- Dimensions;

- Commodity description;
- Number of packages;
- Packaging condition;
- Supporting documentation; and
- Any other particulars relevant to transportation.

15.2 Right to Reject

World2Door reserves the right to reject any Shipment that:

- materially differs from the declared information;
- contains prohibited or restricted goods;
- is inadequately packed;
- does not have complete documents for customs clearance;
- does not have documents for freight carriage (e.g. Material Safet Data Sheet- MSDS), Dangerous Good Declaration - DGD etc;
- does not comply with applicable laws; or
- presents a safety or operational risk.

15.3 Warehouse Acceptance

A Shipment shall be deemed accepted only after successful completion of the verification process.

Acceptance of the Shipment shall not constitute acceptance of liability beyond the terms of this Agreement.

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16. DIFFERENCE FREIGHT

16.1 Recalculation

If the actual weight, dimensions, volumetric weight, commodity description or any other shipment particulars differ from those declared by the Retailer, World2Door shall recalculate the applicable Freight Charges.

16.2 Additional Freight

World2Door shall issue a Difference Freight Invoice specifying the additional amount payable.

16.3 Immediate Payment

The Retailer shall pay the additional Freight Charges immediately upon receipt of the Difference Freight Invoice.

16.4 Suspension of Shipment

World2Door shall not process, export or dispatch the Shipment until the additional Freight Charges have been paid in full.

17. INTERNATIONAL FREIGHT SERVICES

17.1 Scope of Freight Services

Upon successful Warehouse Acceptance of a Shipment and receipt of all applicable Freight Charges and other amounts due, World2Door shall arrange the international transportation of the Shipment through its approved logistics partners, carriers, agents or service providers.

World2Door may arrange transportation by one or more of the following modes, depending on the service selected by the Retailer and operational availability:

- Air Freight
- Sea Freight
- Road Freight
- International Courier
- Multimodal Transportation

17.2 Carrier Selection

World2Door reserves the right to select, appoint, substitute or change any carrier, airline, shipping line, courier, transport operator or overseas agent where reasonably necessary to facilitate the Shipment.

Such selection shall not constitute a material change to the services contracted under this Agreement.

17.3 Route Selection

World2Door may determine the routing, consolidation, transhipment points and method of transportation considered commercially appropriate for each Shipment unless a specific service has been agreed in writing.

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18. ESTIMATED DELIVERY TIME (EDT)

18.1 Display of Estimated Delivery Time

The Platform shall display an Estimated Delivery Time ("EDT") together with each Freight Quote.

The EDT is provided for planning purposes only and represents the approximate period from Booking Confirmation until delivery to the End Customer.

18.2 Inclusion of Retailer's Delivery Obligation

The displayed Estimated Delivery Time includes the Retailer's obligation to deliver the Shipment to the designated World2Door Warehouse within **forty-eight (48) hours** from the Booking Confirmation.

18.3 Nature of Estimated Delivery Time

The Retailer acknowledges that the EDT:

- is an estimate only;
- is not a guaranteed delivery commitment;
- may vary depending on operational conditions;
- shall not constitute a warranty or guarantee of delivery by any specified date or time.

18.4 Circumstances Affecting Delivery

Estimated Delivery Time may be affected by, including but not limited to:

- Export customs clearance;
- Import customs clearance;
- Customs inspections or examinations;
- Government approvals if any;
- Airline schedules;
- Shipping line schedules;
- Courier operational constraints;
- Weather conditions;
- Public holidays;
- Security inspections;
- Force Majeure Events;
- Any circumstances beyond the reasonable control of World2Door.

World2Door shall not be liable for delays arising from any such circumstances.

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19. CUSTOMS COORDINATION

19.1 Customs Facilitation

Where applicable, World2Door shall coordinate export and import customs formalities through its authorised customs brokers, overseas agents or logistics partners.

19.2 Customs Decisions

The Retailer acknowledges that customs authorities retain absolute discretion regarding:

- Inspection of Shipments;
- Joint Inspection of Shipment along with the End customer;
- Assessment of Duties and Taxes;
- Import approvals;

- Quarantine requirements;
- Release of Shipments;
- Seizure or detention of goods.

World2Door shall not be responsible for decisions made by customs authorities.

This Clause 19.2 does not affect World2Door's obligations in respect of duty and/or tax figures expressly quoted to the Retailer as final, as set out in Clause 57 (Taxes and Duties).

19.3 Duties and Taxes

Unless expressly agreed otherwise, all import duties, customs duties, VAT, GST, sales taxes, brokerage charges and governmental fees shall be the responsibility of the End Customer or the Retailer, as applicable.

Where a specific duty and/or tax figure is expressly quoted as final, or shown as payable "At Actuals," Clause 57 (Taxes and Duties) shall apply.

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20. DESTINATION DELIVERY

20.1 Final Delivery

Following customs clearance and receipt of all applicable charges, World2Door shall arrange delivery of the Shipment to the address nominated by the Retailer or the End Customer.

20.2 Delivery Attempts

Where delivery cannot be completed due to:

- Incorrect address;
- Recipient unavailable;
- Refusal to accept delivery;
- Failure to pay duties or taxes where applicable;
- Local regulatory restrictions;

World2Door may arrange additional delivery attempts or return the Shipment, subject to additional charges.

20.3 Remote Areas

Delivery to remote or inaccessible areas for vehicles or restricted areas shall be subject to carrier availability and may incur additional charges or extended delivery times.

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21. TRACKING SERVICES

21.1 Shipment Tracking

World2Door shall provide shipment tracking through:

- API Integration;
- Dashboard;
- Other electronic tracking methods made available by World2Door.

21.2 Tracking Information

Tracking updates are provided based on information received from carriers, overseas agents and logistics partners.

While World2Door shall use reasonable efforts to ensure accuracy, tracking information may not always be available in real time.

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22. ADDITIONAL SERVICES

Subject to operational availability and the applicable Subscription Plan, World2Door may provide additional services including:

- Cargo Insurance;
- Warehousing;
- Consolidation;
- Repacking;
- Export Documentation Assistance;
- Customs Brokerage;
- Storage;
- White Glove Delivery;
- Installation Services (where available);
- Any additional logistics services introduced by World2Door from time to time.

Additional charges shall apply unless expressly included within the applicable Subscription Plan.

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23. TRANSFER OF CUSTODY AND RISK

23.1 Transfer of Custody

Responsibility for the Shipment shall transfer from the Retailer to World2Door only upon:

a. delivery of the Shipment to the designated World2Door Warehouse;

b. completion of the Warehouse Acceptance process;

c. receipt of all Freight Charges and any additional charges due; and

d. formal acceptance of the Shipment by World2Door.

23.2 Prior Responsibility

Until all the above conditions have been satisfied, the Shipment shall remain at the sole risk and responsibility of the Retailer.

23.3 Refused Shipments

Where World2Door refuses acceptance of a Shipment, the Retailer shall promptly collect the Shipment at its own cost and risk.

PART C – RETAILER OBLIGATIONS

24. GENERAL OBLIGATIONS OF THE RETAILER

24.1 Compliance

The Retailer shall comply with this Agreement, all applicable laws, regulations and governmental requirements relating to the sale of goods, export, import and international transportation.

24.2 Good Faith

The Retailer shall act in good faith and cooperate with World2Door to facilitate the efficient processing and delivery of Shipments.

24.3 Qualified Personnel

The Retailer shall ensure that its employees and authorised Users are adequately trained in the use of the Platform and comply with all operational procedures issued by World2Door.

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25. ACCURATE SHIPMENT INFORMATION

The Retailer shall provide complete, accurate and truthful information for every Shipment, including but not limited to:

- Commodity description;
- Quantity;
- Number of packages;
- Weight;
- Dimensions;
- Declared value;
- Country of origin (where required);
- Harmonised System (HS) Code, where available;
- End Customer details;
- Delivery address; and

- Any special handling requirements.

The Retailer shall remain solely responsible for the accuracy of all information submitted through the Platform.

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26. CUSTOMER COMMUNICATION AND CONSENT

The Retailer shall:

- clearly communicate the shipping options presented through the World2Door Platform to the End Customer;
- obtain the End Customer's consent to use World2Door for international shipping;
- ensure the End Customer is informed that delivery times are estimates and not guaranteed;
- communicate any applicable customs duties, taxes or import charges that may be payable at destination, where known; and
- obtain any permissions or consents required under applicable data protection laws before sharing the End Customer's personal information with World2Door for the purpose of shipment fulfilment.

27. COLLECTION AND PAYMENT OF FREIGHT CHARGES

27.1 Freight Collection

The Retailer shall collect the applicable Freight Charges from the End Customer in accordance with the freight quotation accepted by the End Customer.

Nothing in this Agreement shall require World2Door to collect Freight Charges directly from the End Customer unless otherwise agreed in writing.

27.2 Payment to World2Door

Immediately upon confirmation of the Shipment Booking, the Retailer shall remit the applicable Freight Charges to World2Door in accordance with Clause 13.

27.3 Condition for Shipment Acceptance

The Retailer acknowledges that World2Door shall not be obliged to accept, process or transport any Shipment until the applicable Freight Charges have been received in full.

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28. DELIVERY OF SHIPMENTS TO THE WORLD2DOOR WAREHOUSE

28.1 Delivery Obligation

The Retailer shall deliver each booked Shipment to the designated World2Door Warehouse within **forty-eight (48) hours** from the Booking Confirmation.

28.2 Delivery Condition

Shipments shall be delivered in a safe, secure and transport-worthy condition.

28.3 Booking Expiry

Failure to deliver the Shipment within the required period may result in cancellation of the Booking and, where applicable, expiry of the Freight Quote in accordance with Clause 12.6.

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29. PACKAGING AND LABELLING

The Retailer shall ensure that every Shipment:

- is adequately packed for international transportation;
- is protected against normal handling during transit;
- is appropriately labelled;
- contains no concealed prohibited articles;
- complies with carrier packaging standards; and
- complies with all applicable legal and regulatory requirements.

World2Door reserves the right to reject inadequately packed Shipments.

Where World2Door is required to re-pack a Shipment for safety or compliance reasons, the applicable charges shall be payable by the Retailer.

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30. DECLARATION OF GOODS

The Retailer warrants that all declarations made through the Platform are complete and accurate.

Without limitation, the Retailer shall correctly declare:

- Commodity Description;
- Quantity;
- Weight;
- Dimensions;
- Declared Value;
- Country of Origin (where applicable);
- HS Code (where available);
- Lithium Battery content (where applicable);
- Dangerous Goods classification (where applicable).

Any loss or additional cost arising from inaccurate declarations shall be borne solely by the Retailer.

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31. PROHIBITED, RESTRICTED AND DANGEROUS GOODS

The Retailer shall not offer for shipment any goods that are:

- prohibited by law;
- prohibited by any carrier;
- prohibited under IATA, IMDG or applicable transport regulations;
- counterfeit or illegal;
- subject to export or import restrictions without the necessary approvals.

Where the Retailer offers Dangerous Goods, the Retailer shall:

- declare such goods in advance;
- provide all required documentation;
- comply with applicable regulations; and
- obtain any approvals required by World2Door before booking.

World2Door reserves the right to refuse any Shipment that does not comply with these requirements.

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32. EXPORT AND IMPORT COMPLIANCE

The Retailer shall ensure that all Shipments comply with:

- export control regulations;
- import regulations;
- sanctions requirements;
- customs requirements;
- trade restrictions;
- licensing requirements; and
- all other applicable laws.

The Retailer shall indemnify World2Door against any liability arising from non-compliance.

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33. CUSTOMER DOCUMENTATION

The Retailer shall obtain and provide all documentation required for transportation, including, where applicable:

- Commercial/Export Invoice;
- Packing List;
- Export Licences;

- Purchase Receipts:
- Import Permits Docs for Individual -

  1. Passport copy – Required at Origin

  2. KYC form – Required at Destination before Shipment Arrival

  3. Authorization Letter - Required at Destination before Shipment Arrival

- Import Permits Docs for Commercial Entity -

  1. Valid Trade License Copy- Required at Origin
  2. KYC Form - Required at Destination before Shipment Arrival
  3. All Import Permits based on the Imported Items - Required at Destination before Shipment Arrival
  4. Authorization Letter - Required at Destination before Shipment Arrival

- Certificates of Origin if applicable;
- Product Certifications if applicable;
- Any other document required by customs or governmental authorities.

Incomplete documentation may delay transportation.

World2Door shall not be liable for delays or additional charges like port storage/line demurrage caused by missing or inaccurate documentation.

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34. COOPERATION DURING CUSTOMS INSPECTIONS

Where customs authorities request additional information, documents or clarification, the Retailer/End Customer shall promptly provide all requested information. If physical presence is requested by the customs, End Customer should make himself available.

Any delay in responding may delay the Shipment and World2Door shall not be responsible for such delay or any additional charges that may incur.

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35. RECORD KEEPING

The Retailer shall maintain complete records relating to all Shipments booked through the Platform for a minimum period of **five (5) years**, or such longer period as required by applicable law.

Such records shall include:

- Freight Quotations;
- Booking Confirmations;
- Commercial Invoices;

- Packing Lists;
- Customer communications relating to shipping;
- Payment records;
- Customs documentation.

Upon reasonable notice, World2Door may request copies of such records where required for regulatory compliance, claims handling or dispute resolution.

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36. FRAUDULENT OR MISLEADING DECLARATIONS

The Retailer shall not knowingly submit false, misleading or fraudulent information through the Platform.

This includes, without limitation:

- understating weight;
- understating dimensions;
- misdeclaring the commodity;
- undervaluing goods;
- concealing Dangerous Goods;
- using false customer information; or
- attempting to avoid Freight Charges or customs duties.

Any such conduct shall constitute a material breach of this Agreement and may result in immediate suspension or termination, without prejudice to any other rights or remedies available to World2Door.

PART D – WORLD2DOOR RESPONSIBILITIES

37. GENERAL RESPONSIBILITIES

37.1 Service Commitment

World2Door shall use commercially reasonable efforts to provide the Platform and the Services in a professional, efficient and commercially reasonable manner consistent with internationally accepted logistics and freight forwarding practices.

37.2 Platform Availability

Subject to scheduled maintenance, emergency maintenance and circumstances beyond its reasonable control, World2Door shall make the Platform available to the Retailer in accordance with the Service Level Agreement set out in Schedule H.

37.3 Professional Standard

World2Door shall exercise reasonable skill, care and diligence in performing the Services under this Agreement but does not warrant that the Services will be uninterrupted, error-free or suitable for every business requirement of the Retailer.

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38. FREIGHT PLATFORM SERVICES

World2Door shall provide the following Platform services throughout the term of this Agreement, subject to the applicable Subscription Plan:

- Live Freight Rate Generation
- Shipment Booking
- Shipment Management
- Shipment Tracking
- Dashboard Access
- API Connectivity (where subscribed)
- Freight Documentation
- Shipment History
- Reporting and Analytics
- Customer Support

World2Door reserves the right to enhance, modify or improve the Platform provided that such changes do not materially reduce the functionality of the Retailer's Subscription Plan.

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39. API SERVICES

39.1 API Availability

Where API access is included within the Retailer's Subscription Plan, World2Door shall provide API credentials and technical documentation to facilitate integration.

39.2 Technical Support

World2Door shall provide reasonable technical assistance during the initial API integration process in accordance with the Retailer's Subscription Plan.

39.3 API Maintenance

World2Door may update or modify its APIs from time to time for security, performance or functionality reasons.

Where such changes materially affect integration, World2Door shall provide reasonable advance notice whenever practicable.

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40. SHIPMENT PROCESSING

Following Warehouse Acceptance, World2Door shall:

- verify shipment information;
- prepare operational documentation;
- allocate carrier capacity;
- coordinate export processing;
- arrange international transportation;
- monitor shipment movement;
- coordinate destination delivery.

World2Door shall process accepted Shipments without unreasonable delay, subject to operational requirements and regulatory approvals.

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41. WAREHOUSE OPERATIONS

World2Door shall exercise reasonable care while handling accepted Shipments within its warehouse facilities.

Warehouse operations may include:

- Receiving Shipments
- Verification of Shipment Details
- Consolidation
- Repacking (where requested or required)
- Labelling
- Export Preparation

World2Door reserves the right to refuse any Shipment that does not comply with this Agreement or applicable laws.

World2Door will also not be able to count the Quantity of Goods inside a package or verify the products are exactly what has been ordered by the customer. This responsibility solely lies with the Retailer. Any short quantity sent or wrong product dispatched will be the responsibility of the retailer and all compensation or additional cost due to this mistake will be borne by the retailer alone.

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42. SHIPMENT VERIFICATION

Upon receipt of each Shipment, World2Door shall verify, where reasonably practicable:

- Number of Packages
- Actual Weight

- Volumetric Weight
- Dimensions
- Commodity Description
- Packaging Condition
- Shipping Marks
- Supporting Documentation

If Packing is not Export worthy, then World2Door will notify Retailer and upon approval proceed with additional packing as required and bill the additional cost of Packing and Freight to the Retailer. Similary if any other discrepancies are identified, World2Door shall notify the Retailer and issue a Difference Freight Invoice where applicable.

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43. CUSTOMS COORDINATION

43.1 Export Customs

World2Door shall coordinate export customs clearance through its appointed customs brokers, logistics partners or authorised representatives where such services form part of the booked Shipment.

43.2 Import Customs

Where destination customs clearance services are included within the booked service, World2Door shall coordinate import customs formalities through its overseas agents or appointed customs brokers.

43.3 Customs Authorities

World2Door shall not be responsible for decisions made by customs authorities, including but not limited to:

- Inspection of Shipments
- Requests for Additional Documentation
- Seizure
- Detention
- Confiscation

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44. CARRIER MANAGEMENT

World2Door shall select carriers, airlines, shipping lines, courier companies and overseas logistics partners based on operational suitability, commercial considerations and service availability.

World2Door reserves the right to substitute carriers where reasonably necessary to complete transportation.

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45. DELIVERY MANAGEMENT

Following customs release, World2Door shall coordinate delivery of the Shipment to the End Customer through its appointed logistics partners.

Delivery shall be made to the address provided by the Retailer during the booking process.

Where delivery cannot be completed due to reasons beyond the control of World2Door, additional charges may apply.

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46. TRACKING SERVICES

World2Door shall make available shipment tracking information through:

- API Integration;
- Dashboard;
- Electronic Notifications (where available).

Tracking information is based on updates received from carriers and logistics partners and may not always be available in real time.

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47. CUSTOMER SUPPORT

World2Door shall provide customer support to the Retailer in accordance with the applicable Subscription Plan.

Support services may include:

- Technical Support
- Operational Assistance
- Shipment Status Enquiries
- Claims Assistance
- Billing Support
- API Support
- Account Management (where applicable)

Support hours and response times are set out in Schedule H.

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48. SERVICE LEVEL AGREEMENT (SLA)

The Service Levels applicable to the Platform and the Services are set out in **Schedule H**.

The SLA shall include, where applicable:

- Platform Availability
- API Availability
- Dashboard Availability
- Technical Support Response Times
- Operational Response Times
- Claims Acknowledgement Times
- Incident Management
- Escalation Procedures

The SLA represents operational targets only and shall not constitute a guarantee unless expressly stated otherwise.

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49. CONTINUOUS IMPROVEMENT

World2Door may continuously enhance the Platform, APIs, Dashboard and operational processes to improve performance, security, functionality and user experience.

The Retailer acknowledges that such improvements may result in modifications to certain Platform features, provided that such changes do not materially reduce the core functionality of the subscribed services.

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50. EXCLUSIONS

World2Door shall not be liable for delays, interruptions or service failures arising from:

- inaccurate information supplied by the Retailer;
- delays in payment;
- failure to deliver Shipments to the warehouse within the agreed timeframe;
- customs inspections or regulatory actions;
- carrier operational delays;
- force majeure events;
- cyber attacks on third-party infrastructure;
- internet or telecommunications failures;
- government restrictions or sanctions; or
- any event beyond the reasonable control of World2Door.

51. NON-EXCLUSIVITY

51.1 Non-Exclusive Relationship

The Retailer acknowledges and agrees that this Agreement is non-exclusive.

Nothing contained in this Agreement shall restrict World2Door from providing the Platform, freight services or any other logistics services to any other retailer, business, marketplace, distributor or customer, whether operating in the same or similar industry as the Retailer.

Likewise, nothing in this Agreement shall prevent the Retailer from engaging other logistics or freight service providers, unless otherwise agreed in writing.

51.2 No Preferred Status

Unless expressly agreed in writing under a separate commercial arrangement, the Retailer shall not be entitled to any preferential pricing, exclusive territory, exclusive services or preferential carrier allocation.

51.3 Non-Transferability of Freight Quotes

A Freight Quote generated through the Platform, including any freight, duty or tax figures shown, is calculated using World2Door's own negotiated carrier rates, logistics network and proprietary Rate Engine methodology. Such figures are specific to World2Door and are not transferable to, or indicative of rates or charges available from, any other freight forwarder or logistics provider.

The Retailer shall not represent, or permit any End Customer to assume, that a Freight Quote reflects rates, charges or duty/tax assessments obtainable from any third-party freight forwarder or logistics provider.

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52. CARRIER, ROUTING AND SERVICE DISCRETION

52.1 Carrier Selection

World2Door shall have the sole discretion to select the airline, shipping line, courier company, road transporter, overseas agent or other logistics partner used for each Shipment.

52.2 Routing

World2Door may determine the routing, consolidation points, transhipment locations and transportation method that it considers commercially appropriate.

52.3 Substitution

Where operationally necessary, World2Door may substitute a carrier or logistics partner with another without obtaining prior approval from the Retailer, provided that such substitution does not materially alter the level of service purchased by the Retailer.

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53. RIGHT TO REFUSE OR SUSPEND SHIPMENTS

53.1 Refusal of Shipment

World2Door reserves the right, at its sole discretion, to refuse, suspend, delay or cancel the acceptance, processing or transportation of any Shipment where it reasonably believes that:

- the Shipment contains prohibited, restricted or dangerous goods not declared in accordance with this Agreement;
- the information provided by the Retailer is inaccurate, incomplete or misleading;
- the documents provided by the Retailer are incomplete;
- applicable Freight Charges or other charges remain unpaid;
- the Shipment is inadequately packed or labelled;
- transportation would breach any applicable law, regulation or carrier requirement;
- the Shipment presents a health, safety, security, operational or reputational risk;
- fraud or unlawful activity is suspected; or
- World2Door is directed to do so by a competent governmental or regulatory authority.

53.2 Notification

Where reasonably practicable, World2Door shall notify the Retailer of the reason for refusing or suspending the Shipment.

53.3 Charges

The Retailer shall remain responsible for any reasonable costs incurred by World2Door in connection with a refused or suspended Shipment, including storage, inspection, handling, return transportation or disposal charges where permitted by applicable law.

53.4 Refunds

Where a Shipment is refused before international transportation has commenced, any refund of Freight Charges shall be determined in accordance with the Refund Policy set out in this Agreement, after deduction of any charges already incurred by World2Door.

PART E – COMMERCIAL TERMS

This part governs the financial relationship between the Parties and should clearly distinguish **Subscription Fees** from **Freight Charges**, since these are two separate revenue streams for World2Door.

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54. SUBSCRIPTION FEES

54.1 Subscription Plans

The Retailer shall subscribe to one of the Subscription Plans specified in **Schedule A**.

The Subscription Plan entitles the Retailer to access the Platform features included within that plan.

54.2 Separate from Freight Charges

The Retailer acknowledges that Subscription Fees are payable solely for access to and use of the Platform and are separate from Freight Charges payable for individual Shipments.

Payment of a Subscription Fee does not include or prepay any Freight Charges unless expressly stated in the applicable Subscription Plan.

54.3 Renewal

Subscription Fees shall be payable in advance on a monthly or annual basis, as selected by the Retailer.

Failure to renew the Subscription Plan may result in suspension of Platform access.

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55. FREIGHT CHARGES

55.1 Dynamic Pricing

Freight Charges shall be generated through the World2Door Rate Engine based on the Shipment details provided by the Retailer.

World2Door does not maintain fixed freight tariffs.

55.2 Charges Included in the Quote

Unless otherwise stated, the Freight Quote shall include only those services expressly identified in the quotation.

Any additional services requested after the Booking Confirmation may be charged separately.

55.3 Quote Validity

All Freight Quotes remain valid for **seven (7) calendar days** from the date and time of issue.

After expiry, a new Freight Quote shall be required.

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56. PAYMENT TERMS

56.1 Subscription Fees

Subscription Fees shall be paid in advance in accordance with the selected Subscription Plan.

56.2 Freight Charges

The Retailer shall pay all Freight Charges immediately upon Booking Confirmation and before delivering the Shipment to the designated World2Door Warehouse.

56.3 Additional Freight

Where World2Door issues a Difference Freight Invoice following warehouse verification, the Retailer shall pay the additional amount immediately.

World2Door shall not process or dispatch the Shipment until payment has been received.

56.4 Method of Payment

Payments shall be made by bank transfer preferably or any other payment method approved by World2Door.

56.5 Currency

Unless otherwise agreed in writing, all payments shall be made in the currency specified in the applicable invoice.

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57. TAXES AND DUTIES

57.1 Subscription Taxes

Subscription Fees are exclusive of VAT or any other applicable taxes unless expressly stated otherwise.

57.2 Freight Taxes

Freight Charges are exclusive of duties, taxes, customs charges, brokerage fees, destination handling charges or governmental levies unless specifically included in the Freight Quote.

57.3 Import Duties

The Retailer shall ensure that the End Customer is informed that import duties, VAT, GST, customs duties and similar governmental charges may be payable in the destination country.

Unless expressly stated otherwise in the Freight Quote, such charges shall be borne by the End Customer.

57.4 Duties and Taxes — Final Quoted Figures

Where the Freight Quote specifies a fixed duty and/or tax amount, that amount shall be treated as the final duty and/or tax payable in respect of that Shipment and shall not be subject to further adjustment, save as otherwise expressly provided in this Agreement.

57.5 Duties and Taxes — At Actuals

Where duties and/or taxes are shown in the Freight Quote as payable "At Actuals," the amount payable shall be the actual duties and/or taxes assessed by the relevant customs authority at the time of import. The Retailer shall ensure that the End Customer is informed accordingly before completing the purchase.

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58. ADDITIONAL CHARGES

The Retailer shall be responsible for all reasonable additional charges incurred after the Booking Confirmation, including but not limited to:

- Difference Freight arising from discrepancies in weight, dimensions or shipment particulars if applicable;
- Storage charges if applicable;
- Additional Customs inspection charges if applicable;
- Demurrage or detention charges if applicable;

- Return shipment costs if applicable;
- Redelivery charges if applicable;
- Remote area surcharges if applicable;
- Additional handling or repacking charges requested by the Retailer or required for safe transportation.

Such charges shall be invoiced separately and shall be payable immediately unless otherwise agreed in writing.

---

59. STORAGE CHARGES

Where a Shipment cannot be processed, dispatched or delivered due to circumstances attributable to the Retailer or the End Customer, World2Door may store the Shipment for a reasonable period.

Storage charges shall accrue from the date notified by World2Door and shall be payable by the Retailer.

If a Shipment remains uncollected or undeliverable for an extended period, World2Door may exercise its rights under applicable law to recover outstanding charges, including through disposal or sale of the goods where legally permissible and after providing any required notices.

60. NO SET-OFF OR DEDUCTION

60.1 Full Payment Obligation

The Retailer shall pay all Subscription Fees, Freight Charges and any other amounts due to World2Door in full, without any deduction, withholding, counterclaim, set-off or adjustment unless such deduction is required by applicable law.

60.2 Disputed Amounts

The existence of any dispute relating to a Shipment, invoice, service or claim shall not relieve the Retailer of its obligation to pay all undisputed amounts when due.

Where an invoice is disputed in good faith, the Retailer shall:

a. notify World2Door in writing within **seven (7) Business Days** of receipt of the invoice;

b. clearly identify the disputed amount and the reasons for the dispute; and

c. pay all undisputed amounts by the applicable due date.

The Parties shall work in good faith to resolve the disputed amount as soon as reasonably practicable.

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61. GENERAL LIEN

61.1 Lien

To secure payment of all amounts due or becoming due to World2Door under this Agreement or any other agreement between the Parties, World2Door shall have a continuing general lien over:

- all Shipments;
- goods;
- cargo;
- packages;
- documents;
- transport documents; and
- any other property belonging to the Retailer or under World2Door's possession or control.

61.2 Exercise of Lien

Where any payment remains outstanding after its due date, World2Door may, without prejudice to any other rights or remedies available under this Agreement or applicable law:

- retain possession of the Shipment;
- suspend transportation;
- suspend delivery;
- withhold transport documentation;
- suspend Platform access; and
- retain any other goods belonging to the Retailer that are in World2Door's possession until all outstanding amounts have been paid in full.

61.3 Sale of Goods

Where outstanding amounts remain unpaid for more than **sixty (60) days** after written demand, and to the extent permitted by applicable law, World2Door may sell, dispose of or otherwise realise the Shipment or any property subject to the lien.

The proceeds shall be applied in the following:

a. costs of storage;

b. handling charges;

c. sale expenses;

d. legal expenses;

e. Freight Charges;

f. Subscription Fees;

g. any other outstanding amounts owed to World2Door.

Any remaining balance shall be remitted to the Retailer, subject to applicable law.

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62. REFUNDS

62.1 Subscription Fees

Subscription Fees are non-refundable except where expressly provided under this Agreement or required by applicable law.

62.2 Freight Charges

Freight Charges shall become non-refundable once international transportation has commenced.

62.3 Cancelled Bookings

Where a Shipment is cancelled before Warehouse Acceptance, World2Door may refund Freight Charges after deducting:

- payment gateway charges;
- administrative charges;
- carrier cancellation charges;
- documentation costs;
- any other costs already incurred.

62.4 Cancelled Shipments

Where transportation has commenced, any refund shall depend upon:

- carrier policies;
- costs already incurred;
- operational expenses;
- third-party charges.

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63. CANCELLATION OF BOOKINGS

63.1 By Retailer

The Retailer may cancel a Shipment before Warehouse Acceptance by World2door by using the Cancel option provided in the job through the Platform.

63.2 By World2Door

World2Door may cancel a Shipment where:

- payment has not been received;
- regulatory restrictions arise;
- carrier services become unavailable;

- fraud is suspected;
- the Shipment breaches this Agreement;
- Force Majeure Situation.

63.3 Consequence of Carrier Cancellation or Force Majeure

Where an Airline, Shipping Line or other Carrier abruptly cancels a Shipment's booking, or a Force Majeure Situation occurs, such that World2Door is unable to export the Shipment out of the United Arab Emirates, the Goods shall be returned to the Retailer in the same condition in which they were received by World2Door, and any Freight Charges collected in respect of that Shipment shall be refunded to the Retailer.

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64. CREDIT FACILITIES

64.1 General Rule

Unless otherwise approved in writing by World2Door, Subscription Fees , Freight Charges and any other charges shall be payable on a **100% advance payment basis**.

64.2 Approved Credit

World2Door may, at its sole discretion, grant credit facilities to selected Retailers under a separate written Credit Agreement.

64.3 Withdrawal of Credit

World2Door may suspend or withdraw any approved credit facility upon written notice where:

- payment defaults occur;
- the Retailer's financial position materially deteriorates;
- fraud is suspected; or
- World2Door reasonably believes continued credit exposure presents an unacceptable commercial risk.

Withdrawal of credit shall not affect the Retailer's obligation to pay any outstanding amounts.

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65. PRICE REVISIONS

World2Door reserves the right to revise:

- Subscription Fees;
- Platform Features;
- Additional Service Charges; and
- administrative fees,

by providing at least **thirty (30) days' prior written notice** to the Retailer.

Any changes shall apply upon renewal of the applicable Subscription Plan unless otherwise agreed.

Changes to Freight Charges shall continue to be determined dynamically by the World2Door Rate Engine and shall apply to future Freight Quotes only.

PART F – LIABILITY

66. CLAIMS

66.1 Notice of Claim

The Retailer shall notify World2Door in writing of any claim relating to loss, shortage, damage or non-delivery of a Shipment within the time limits specified in **Schedule E – Claims Procedure**.

Failure to notify World2Door within the prescribed period may result in the claim being rejected to the extent permitted by applicable law.

66.2 Supporting Documents

The Retailer shall submit all documents reasonably required to investigate the claim, including but not limited to:

- Booking Confirmation
- Freight Invoice
- Commercial Invoice
- Packing List
- Photographs especially in cases of Damages (where applicable)
- Proof of Value
- Proof of Receipt (Delivery Note) with remarks clearly mentioned on it related to the issue.
- Any other supporting evidence requested by World2Door.

66.3 Investigation

World2Door shall investigate all valid claims in consultation with its carriers, logistics partners, insurers or overseas agents, as applicable.

The submission of a claim shall not constitute an admission of liability by World2Door.

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67. CARGO INSURANCE

67.1 Optional Service

Cargo Insurance is **not included** in the Freight Charges unless expressly stated in the Freight Quote or purchased by the Retailer as an additional service.

67.2 Purchase of Insurance

Where the Retailer requests Cargo Insurance, World2Door shall arrange such insurance with an authorised insurer, subject to the insurer's policy terms, conditions, exclusions and limits.

67.3 Retailer's Responsibility

Where Cargo Insurance is not purchased, the Retailer acknowledges that the Shipment travels entirely at the Retailer's and/or End Customer's risk, subject only to any mandatory liability imposed by applicable law.

67.4 Claims Under Insurance

Claims under Cargo Insurance shall be processed in accordance with the terms and conditions of the applicable insurance policy.

World2Door shall provide reasonable assistance in submitting insurance claims but shall not be responsible for the insurer's decision.

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68. LIMITATION OF LIABILITY

68.1 General Limitation
To the fullest extent permitted by applicable law, World2Door's liability arising out of, under, or in connection with this Agreement—whether arising in contract, tort (including negligence), strict liability, indemnity, breach of statutory duty, or otherwise—shall be strictly limited as provided in this Clause 68.

68.2 Platform Services
Notwithstanding anything to the contrary in this Agreement, World2Door shall have zero financial or legal liability for any losses, damages, or claims arising from or in connection with:

- Interruption, downtime, or degradation of the Platform;
- Temporary or permanent unavailability of World2Door or third-party APIs;
- Infrastructure-level internet, network, or hosting failures;
- Telecommunications network failures;
- Deficiencies, bugs, or failures in third-party software integrated into the Platform; or
- Cyber incidents, data breaches, or ransomware attacks affecting third-party providers.

68.3 Freight Services Hierarchy
Where World2Door is determined by a court of competent jurisdiction to be legally liable for loss of or damage to a Shipment, such liability shall be governed by the following order of precedence:

- First, any compulsory international carriage convention or mandatory local law governing the Shipment that cannot be contractually altered or waived;
- Second, the specific underlying carrier's applicable terms and conditions or bill of lading provisions;
- Third, the specific financial caps set forth in Clause 68.4 and Clause 68.5 of this Agreement.

In all events, the total amount payable by World2Door shall be reduced by any amount recoverable under any Cargo Insurance purchased for the Shipment.

68.4 Maximum Liability Per Shipment
Subject always to Clause 68.3, World2Door's maximum liability for any physical loss, damage, misdelivery, or non-delivery of Cargo shall be strictly limited to the lesser of:

1. USD $100.00 per individual Shipment; or
2. The actual fair market value of the goods at the time and place of tender, whichever is lower.

The Retailer explicitly acknowledges that World2Door's freight rates are calculated based on this limited liability framework. If higher coverage is required, the Retailer/Customer must independently procure All-Risk Cargo Insurance or explicitly declare a higher value via the Platform prior to transit and pay the associated premium surcharge.

68.5 Total Aggregate Liability Ceiling
Notwithstanding any individual shipment cap outlined in Clause 68.4, and except where prohibited by mandatory law, World2Door's total aggregate financial liability under this Agreement for any and all claims arising out of a specific Shipment—including but not limited to claims for cargo damage, service delays, administrative errors, breaches of contract, torts, or any other act or omission—shall under no circumstances exceed the total Freight Charges actually paid by the Retailer/Customer to World2Door in respect of that specific Shipment giving rise to the claim.

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69. EXCLUSION OF CONSEQUENTIAL LOSS

To the fullest extent permitted by applicable law, World2Door shall have no liability whatsoever to the Retailer or any third party for any indirect, incidental, special, exemplary, punitive, or consequential losses or damages. This absolute exclusion applies regardless of whether World2Door was advised of the possibility of such damages, and covers, without limitation:

- Loss of Profit or anticipated margins;
- Loss of Revenue or billings;
- Loss of Business Opportunity or commercial contracts;
- Loss of Goodwill or corporate reputation;
- Loss of Anticipated Savings;
- Business Interruption or operational standstills; or
- Loss of Market Share,
  whether arising in contract, tort (including negligence), strict liability, statute, indemnity, or otherwise.

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70. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement (other than an obligation to make payments due hereunder) where such delay or failure results directly or indirectly from events beyond its reasonable control. Force Majeure Events include, but are not limited to:

- Natural disasters, floods, fires, lightning, or earthquakes;
- Epidemics, pandemics, or public health emergencies;
- War, hostilities, acts of terrorism, civil unrest, or riots;
- Government actions, regulatory changes, customs embargoes, or trade sanctions;
- Port closures, airport closures, rail blockages, or severe infrastructure failures;
- Carrier strikes, labor disputes, lockouts, or widespread industrial action; or
- Utility power failures, localized internet outages, cyber-attacks, or grid-level failures of telecommunications networks.

The affected Party shall notify the other Party in writing as soon as reasonably practicable, detailing the nature of the event, and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event on its performance.

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71. RETAILER INDEMNITY

The Retailer shall indemnify, defend, and hold harmless World2Door, its parent companies, affiliates, directors, officers, employees, agents, and independent contractors from and against all losses, damages, liabilities, claims, penalties, fines, costs, and expenses (including reasonable legal and attorney fees) arising from or relating to:

- Inaccurate, incomplete, or misleading shipment information or documentation provided by the Retailer;
- Incorrect customs declarations or harmonized system (HS) coding;
- The tender of prohibited, restricted, counterfeit, or restricted goods;
- The tender of undeclared Dangerous Goods or hazardous materials;
- Any breach of applicable local or international laws, trade compliance rules, or export controls by the Retailer;
- Infringement of third-party intellectual property rights caused by the goods or their packaging;
- Customs violations, seizures, or clearing delays caused by the Retailer's omissions;
- Fraud, misrepresentation, or willful misconduct by the Retailer, its employees, or agents; or
- Any material breach of this Agreement by the Retailer.

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72. WORLD2DOOR INDEMNITY

Subject always to the absolute financial limitations, exclusions, and caps set forth across Clause 68 and Clause 69, World2Door shall indemnify the Retailer against direct losses arising solely and directly from the gross negligence, fraud, or willful misconduct of World2Door in performing the Services.

This indemnity shall not apply, and World2Door shall have no obligations hereunder, where the loss or claim arises from or is contributed to by:

- The Retailer's breach of this Agreement or operational negligence;
- Inaccurate or incomplete shipment or address information;
- Third-party carrier actions, omissions, or delays beyond World2Door's reasonable control;
- Customs, regulatory, or governmental actions; or
- Any Force Majeure Event as defined in Clause 70.

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73. TRANSFER OF RISK

73.1 Prior to Acceptance
Until Warehouse Acceptance has been completed, the Shipment shall remain entirely at the Retailer's sole risk. For the purposes of this Agreement, "Warehouse Acceptance" is strictly defined as the moment a Shipment is physically received, formally scanned into the World2Door inventory system, and an authorized electronic receipt or sign-off is generated by a World2Door warehouse representative. Deliveries left unattended on loading docks or outside facilities do not constitute Warehouse Acceptance.

73.2 During Transportation
Following Warehouse Acceptance, World2Door’s sole obligation is to exercise reasonable commercial care in arranging and managing the transportation of the Shipment via third-party carriers. World2Door acts as a logistics manager/broker and does not assume the obligations, liabilities, or risks of an insurer.

73.3 Upon Delivery
All risk of loss or damage shall pass completely to the End Customer or the Retailer (as applicable) immediately upon physical delivery of the Shipment to the delivery address provided during the booking process, or upon any earlier transfer of risk in accordance with the underlying carrier's conditions of carriage or mandatory local law.

---

74. MITIGATION OF LOSS

Each Party shall use reasonable commercial efforts to mitigate any loss, damage, cost, or expense arising in connection with this Agreement. Failure by the Retailer/Customer to take prompt, reasonable steps to mitigate its loss—including but not limited to filing prompt tracer requests or cooperating with carrier damage inspections—shall be taken into account to reduce or entirely deny any financial claim submitted against World2Door.

---

75. SURVIVAL OF LIABILITY PROVISIONS

The rights and obligations of the Parties under provisions relating to claims, insurance, limitation of liability, exclusions of loss, indemnities, confidentiality, intellectual property, outstanding payment obligations, governing law, and dispute resolution shall survive the termination, cancellation, or expiration of this Agreement to the extent necessary to give full effect to their intended purpose.

PART G – PLATFORM & TECHNOLOGY

76. PLATFORM LICENCE

76.1 Licence Grant

Subject to the terms of this Agreement and payment of all applicable Subscription Fees, World2Door grants the Retailer a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Platform solely for its internal business purposes and for arranging international shipping services for its End Customers.

76.2 Scope of Licence

The licence permits the Retailer to:

- Obtain live freight quotations.
- Book international shipments.
- Track shipments.
- Access the Dashboard.
- Integrate approved APIs.
- Download operational reports.
- Access features included within its Subscription Plan.

76.3 Restrictions

Except as expressly permitted under this Agreement, the Retailer shall not:

- copy, reproduce or distribute any part of the Platform;
- modify, adapt or create derivative works;
- reverse engineer, decompile or disassemble the Platform or APIs;
- remove proprietary notices or branding;
- resell, lease, sublicense or commercially exploit the Platform;
- permit unauthorised third parties to access the Platform;
- use automated scripts, bots or scraping tools without written approval;
- use the Platform for any unlawful purpose.

77. INTELLECTUAL PROPERTY RIGHTS

77.1 Ownership

All intellectual property rights in the Platform shall remain the exclusive property of World2Door or its licensors.

This includes, without limitation:

- Software
- Source Code
- Object Code
- APIs
- Dashboard
- Rate Engine
- Pricing Algorithms
- Databases
- Website
- Mobile Applications
- Documentation
- User Interfaces
- Graphics
- Reports
- Workflow Processes
- Business Methods
- Trade Secrets
- Trademarks
- Service Marks
- Logos
- Domain Names

No ownership rights are transferred to the Retailer under this Agreement.

77.2 Reservation of Rights

All rights not expressly granted to the Retailer are reserved by World2Door.

78. OWNERSHIP OF THE RATE ENGINE

The Retailer acknowledges that the World2Door Rate Engine, including its pricing methodology, algorithms, business logic, carrier integrations and quotation methodology, constitutes confidential and proprietary technology developed by or for World2Door.

The Retailer shall not attempt to:

- replicate;
- copy;
- benchmark for competitive purposes;
- extract pricing logic;
- interfere with;
- or otherwise exploit,

the Rate Engine without World2Door's prior written consent.

---

79. API ACCESS AND INTEGRATION

79.1 API Credentials

World2Door shall provide API credentials to Retailers subscribing to eligible Subscription Plans.

API credentials are personal to the Retailer and shall not be shared with any third party without prior written approval.

79.2 Integration

The Retailer shall ensure that API integration complies with the technical specifications issued by World2Door.

Any modification to the API implementation that may affect system performance or security shall require prior approval.

79.3 API Usage

The Retailer shall use the APIs solely for obtaining freight quotations, booking shipments and tracking shipments for its own End Customers.

The Retailer shall not:

- overload the APIs;
- conduct penetration testing without approval;
- use the APIs to build competing services;
- use the APIs to create independent freight marketplaces or rate comparison platforms without World2Door's written consent.

79.4 API Changes

World2Door may modify, enhance or replace APIs to improve security, functionality or performance.

Where practicable, reasonable advance notice shall be provided for changes requiring integration updates.

---

80. DASHBOARD ACCESS

World2Door shall provide Dashboard access according to the applicable Subscription Plan.

The Dashboard may include:

- Freight Quotes
- Booking Management
- Shipment Tracking
- Invoice Management
- User Management
- Claims Submission
- Reports
- Notifications
- Analytics
- Support Requests

World2Door may enhance Dashboard functionality from time to time.

---

81. CONFIDENTIALITY

Each Party shall keep confidential all Confidential Information received from the other Party and shall not disclose such information to any third party except:

- with prior written consent;
- where required by law or court order; or
- to professional advisers who are bound by confidentiality obligations.

Confidential Information includes:

- pricing information;
- business plans;
- customer information;
- technical information;
- APIs;

- software;
- trade secrets;
- financial information;
- operational procedures;
- commercial strategies.

These obligations shall survive termination of this Agreement for **five (5) years**, except for trade secrets, which shall remain confidential for so long as they retain their confidential nature.

---

82. DATA PROTECTION AND PRIVACY

Each Party shall comply with all applicable data protection and privacy laws governing the collection, processing, storage and transfer of personal data.

The Retailer warrants that it has obtained all necessary consents from End Customers before providing their personal information to World2Door for the purpose of performing the Services.

World2Door shall process such personal data solely for the purposes of providing the Services and in accordance with **Schedule G – Privacy & Data Processing**.

---

83. CYBERSECURITY

Each Party shall implement reasonable administrative, technical and organisational security measures designed to protect the Platform and all related data against unauthorised access, misuse, alteration or disclosure.

The Retailer shall immediately notify World2Door upon becoming aware of any:

- unauthorised access;
- credential compromise;
- suspected cyber incident;
- malware attack;
- data breach;
- attempted misuse of the Platform.

World2Door may suspend Platform access where necessary to protect the integrity or security of the Platform.

---

84. PLATFORM MAINTENANCE

World2Door may perform scheduled or emergency maintenance to ensure the continued security, stability and performance of the Platform.

Where reasonably practicable, scheduled maintenance shall be notified in advance through the Dashboard or by electronic communication.

Emergency maintenance may be undertaken without prior notice where necessary to protect the Platform or its users.

---

85. BUSINESS CONTINUITY

World2Door shall maintain commercially reasonable business continuity and disaster recovery procedures to support the continued operation of the Platform.

Nothing in this Agreement shall require World2Door to maintain uninterrupted service or guarantee recovery within any specific timeframe unless expressly stated in the applicable Service Level Agreement.

---

86. FEEDBACK AND PRODUCT IMPROVEMENTS

The Retailer may provide suggestions, recommendations or feedback regarding the Platform.

Any such feedback may be used by World2Door without restriction or obligation, provided that no confidential information of the Retailer is disclosed.

All improvements, enhancements, modifications or new functionality developed by World2Door, whether based on such feedback or otherwise, shall remain the exclusive property of World2Door.

---

87. AUDIT RIGHTS

Where reasonably necessary for security, regulatory compliance or verification of compliance with this Agreement, World2Door may request information from the Retailer relating to its use of the Platform.

The Retailer shall reasonably cooperate with such requests, provided they do not unreasonably disrupt its business or require disclosure of unrelated confidential information.

---

88. SUSPENSION FOR SECURITY

World2Door may immediately suspend access to the Platform where it reasonably believes that continued access presents a material security, operational or legal risk.

Where practicable, World2Door shall notify the Retailer of the reasons for the suspension and restore access once the relevant issue has been resolved.

PART H – LEGAL

89. COMPLIANCE WITH APPLICABLE LAWS

89.1 Compliance

Each Party shall comply with all applicable laws, regulations, governmental directives and licensing requirements in connection with the performance of its obligations under this Agreement.

89.2 Regulatory Changes

Where any change in applicable law materially affects the performance of this Agreement, the Parties shall cooperate in good faith to implement such changes as may reasonably be required to ensure continued compliance.

---

90. ANTI-BRIBERY AND ANTI-CORRUPTION

Each Party represents and warrants that neither it nor any of its directors, officers, employees, agents or subcontractors shall directly or indirectly:

- offer;
- promise;
- give;
- request; or
- receive

any bribe, kickback or other improper payment in connection with this Agreement.

Each Party shall comply with all applicable anti-bribery and anti-corruption laws of the United Arab Emirates.

Any material breach of this Clause shall constitute grounds for immediate termination of this Agreement.

---

91. SANCTIONS AND EXPORT CONTROLS

The Retailer warrants that neither it, its owners, nor, to the best of its knowledge, the goods tendered for shipment are subject to applicable sanctions or export restrictions that would make the shipment unlawful.

World2Door may refuse or suspend any Shipment where transportation would violate applicable sanctions, export control laws or governmental restrictions.

---

92. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors.

Nothing contained in this Agreement shall be construed as creating:

- a partnership;
- a joint venture;

- an employer–employee relationship;
- a franchise;
- an agency relationship; or
- an exclusive commercial arrangement.

Neither Party shall have authority to bind the other except as expressly provided in this Agreement.

---

93. NON-SOLICITATION

During the term of this Agreement and for a period of **twelve (12) months** following its termination or expiry, neither Party shall knowingly solicit for employment any employee of the other Party who has been directly involved in the performance of this Agreement.

This restriction shall not apply to:

- general recruitment advertisements;
- unsolicited employment applications; or
- individuals who have ceased employment with the other Party for more than six (6) months.

---

94. NON-CIRCUMVENTION

The Retailer acknowledges that World2Door has established valuable relationships with its logistics partners, carriers, overseas agents and technology providers.

Accordingly, the Retailer shall not intentionally circumvent World2Door by directly engaging such service providers for the purpose of avoiding payment of Subscription Fees or Freight Charges under this Agreement.

This Clause shall not prohibit the Retailer from independently engaging any logistics provider with whom it already has a pre-existing commercial relationship or whom it identifies independently, provided that no confidential information obtained through World2Door is used for that purpose.

---

95. ASSIGNMENT

Neither Party may assign, transfer or novate this Agreement or any of its rights or obligations without the prior written consent of the other Party, such consent not to be unreasonably withheld.

Notwithstanding the above, World2Door may assign this Agreement to:

- any affiliated company;
- any successor entity following a merger or corporate restructuring; or

- a purchaser of substantially all of its business or assets,

provided that such assignment does not materially reduce the Retailer's rights under this Agreement.

---

96. NOTICES

All notices required under this Agreement shall be in writing and may be delivered by:

- hand delivery;
- recognised courier service;
- registered post; or
- email to the authorised email addresses notified by each Party.

A notice shall be deemed received:

- upon delivery if delivered by hand;
- upon signed receipt if delivered by courier;
- three (3) Business Days after posting by registered mail; or
- on the date of transmission if sent by email before 5:00 p.m. UAE time on a Business Day, failing which on the next Business Day.

---

97. AMENDMENTS

No amendment, modification or variation of this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.

---

98. WAIVER

Failure or delay by either Party in exercising any right under this Agreement shall not constitute a waiver of that right.

Any waiver shall be effective only if made in writing and signed by the Party granting the waiver.

---

99. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

The Parties shall negotiate in good faith to replace the invalid provision with one that most closely reflects its original commercial intent.

---

100. ENTIRE AGREEMENT

This Agreement, together with all Schedules and any written amendments executed by the Parties, constitutes the entire agreement between the Parties relating to its subject matter.

It supersedes all prior discussions, negotiations, correspondence, proposals, understandings and agreements relating to the same subject matter.

---

101. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **United Arab Emirates** and, where applicable, the laws and regulations of the **Emirate of Dubai**.

---

102. DISPUTE RESOLUTION

102.1 Good Faith Negotiation

In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first seek to resolve the dispute through good-faith negotiations.

102.2 Jurisdiction

If the dispute is not resolved within **thirty (30) days** from the commencement of negotiations, either Party may refer the dispute to the **Courts of Dubai**, which shall have exclusive jurisdiction to hear and determine the matter.

---

103. ELECTRONIC EXECUTION

The Parties agree that this Agreement may be executed electronically.

Electronic signatures, scanned signatures and signatures executed through recognised electronic signature platforms shall have the same legal force and effect as original handwritten signatures, to the extent permitted by applicable law.

---

104. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

---

105. EXECUTION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives on the dates set out below.

For Kens World2Door Cargo LLC

Name: _____

Designation: _____

Signature: _____

Date: _____

Company Stamp:

For the Retailer

Company Name: _____

Authorised Signatory: _____

Designation: _____

Signature: _____

Date: _____

Company Stamp:

SCHEDULE A

SUBSCRIPTION PLANS

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and sets out the subscription plans, platform features, commercial terms and service entitlements available to the Retailer.

---

1. Subscription Plans

World2Door offers the following subscription plans:

- Basic
- Growth
- Premium
- Customize

The features, limits and pricing applicable to each Subscription Plan are set out below.

---

2. Subscription Plan Features

Feature	Basic	Growth	Premium	Customize
Dashboard Access	Yes	Yes	Yes	Yes
Live Freight Quotes	Yes	Yes	Yes	Yes
Shipment Booking	Yes	Yes	Yes	Yes
Shipment Tracking	Yes	Yes	Yes	Yes
Monthly Subscription Fee	$150/month	$250/month	$500/month	Check with Sales Team
Annual Subscription Fee (billed annually, shown per month)	$125/month	$200/month	$400/month	Check with Sales Team
Credits	500/month	2,500/month	5,000/month	Custom (as agreed)
Number of Users Included	3	10	20	Custom / As Agreed
Additional Users Allowed	1	5	10	Custom
Fee for Every Additional User	$25/month	$25/month	$25/month	Custom
Shipment History Retention	3 months	6 months	12 months	Custom
Reports	Yes	Yes	Yes	Custom
Email Support	Standard	Priority	Dedicated	Dedicated
Customs Integration	No	No	No	Subject to Agreement
White Label	No	No	Yes	Yes
Dedicated Account Manager	No	No	Yes	Yes
SLA (Platform Uptime Target)	Not Applicable	99.5%	99.9%	Custom
Online Training Sessions	1 session	2 sessions	3 sessions	Custom

Note: The specific entitlements (such as number of users, credits, support response times and storage limits) shall be as communicated by World2Door from time to time or as agreed in the applicable Order Form.

2A. Additional Credits

Where a Retailer's monthly Credit usage exceeds the limit included in its Subscription Plan, additional Credits may be purchased as mentioned in the plans, unless otherwise agreed in writing.

2B. Plan Suitability (Guidance Only)

The following plan descriptions are provided for guidance only and do not restrict a Retailer's choice of Subscription Plan:

Basic – suited to a single retailer or brand operating 1–3 stores with an online presence.

Growth – suited to a retailer or single brand operating approximately 10–12 stores with an online presence.

Premium – suited to a retailer or single brand operating approximately 20–25 stores with an online presence.

Customize – suited to retailers with multiple brands and multiple stores with additional requirements; commercial terms are agreed directly with the World2Door sales team.

---

3. Subscription Fees

Indicative Subscription Fees for each plan are set out in the table above. The Subscription Fee applicable to a specific Retailer shall be confirmed in the Retailer's Order Form or Subscription Confirmation issued by World2Door, which shall reflect the pricing above unless otherwise agreed in writing or subsequently updated by World2Door in accordance with Clause 65 (Price Revisions).

Unless otherwise agreed in writing:

- Subscription Fees are payable in advance.
- Subscription Fees are exclusive of VAT and other applicable taxes.
- Subscription Fees are non-refundable except as expressly provided in the Agreement.

---

4. Subscription Activation

Access to the Platform shall be activated only after:

- execution of the Agreement;
- completion of the onboarding process;
- payment of the applicable Subscription Fee; and
- creation of authorised User accounts.

---

5. Subscription Renewal

Subscription Plans shall automatically renew in accordance with Clause 9 of the Agreement unless terminated in accordance with the Agreement.

---

6. Upgrades

The Retailer may upgrade its Subscription Plan at any time during the Subscription Term.

Any upgrade shall become effective upon:

- acceptance by World2Door; and
- payment of the applicable additional Subscription Fee.

Where appropriate, Subscription Fees may be adjusted on a pro-rata basis.

---

7. Downgrades

Downgrades shall generally take effect upon renewal of the Subscription Term unless otherwise agreed by World2Door.

A downgrade may result in:

- reduced Platform functionality;
- reduced User limits;
- reduced support services;
- removal of optional features; and
- changes to API access.

---

8. Suspension for Non-Payment

Failure to pay Subscription Fees may result in:

- suspension of Dashboard access;
- suspension of API access;
- suspension of shipment booking capabilities;
- suspension of technical support; and
- eventual termination of the Subscription in accordance with the Agreement.

Suspension of the Subscription does not affect the Retailer's obligation to pay outstanding Subscription Fees, Freight Charges or any other amounts due under the Agreement.

---

9. API Access

Where API access is included within the applicable Subscription Plan:

- API credentials shall be issued by World2Door.
- API access is licensed solely to the Retailer.
- API credentials shall not be shared with any third party.
- World2Door may impose reasonable API usage limits to ensure Platform security, stability and fair usage.
- API specifications may be updated from time to time, with reasonable notice where practicable.

---

10. Technical Support

Technical support shall be provided in accordance with the Retailer's Subscription Plan and the Service Level Agreement in Schedule H.

Support services may include:

- Platform support;
- API integration assistance;
- operational guidance;
- shipment booking assistance;
- issue escalation; and
- technical troubleshooting.

---

11. Platform Enhancements

World2Door may introduce additional features, modules, integrations or services from time to time.

Such enhancements may:

- be included within an existing Subscription Plan;
- require an upgraded Subscription Plan; or
- be offered as optional paid add-on services.

World2Door shall notify the Retailer of any material changes affecting the Subscription Plan.

---

12. Order Form

Each Retailer shall execute a **Subscription Confirmation** that forms part of this Agreement and records the commercial details applicable to that Retailer, including:

- Selected Subscription Plan;

- Subscription Term;
- Subscription Fee;
- Billing Frequency;
- Number of Authorised Users;
- API Access (Yes/No);
- Optional Services;
- Primary Contact Details; and
- Special Commercial Terms (if any).

SCHEDULE B

PLATFORM FEATURES

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and describes the principal features and functionality available through the World2Door Freight Platform. Access to individual features may vary depending on the Retailer's selected Subscription Plan.

---

1. PLATFORM OVERVIEW

The World2Door Freight Platform is a cloud-based Software-as-a-Service (SaaS) solution that enables Retailers to offer international freight services to their End Customers through a single integrated platform.

The Platform provides:

- Live international freight quotations.
- Multi-modal shipping options.
- Shipment booking.
- Shipment management.
- Shipment tracking.
- API integration.
- Operational dashboards.
- Reporting and analytics.
- Customer support tools.

The Platform is intended solely to facilitate the booking and management of international freight services provided by World2Door.

---

2. FREIGHT RATE ENGINE

The World2Door Freight Rate Engine is the proprietary pricing engine that generates live freight quotations based on shipment information provided by the Retailer.

The quotation is calculated using various operational and commercial parameters, including but not limited to:

- Origin and destination.
- Actual Weight.
- Volumetric Weight.
- Shipment Dimensions.
- Commodity Type.
- Selected Mode of Transport.
- Carrier availability.
- Fuel and carrier surcharges.
- Destination service availability.
- Applicable taxes and regulatory charges (where included).

The Retailer acknowledges that freight quotations are generated dynamically and that no fixed tariff forms part of this Agreement.

---

3. MULTI-MODAL SHIPPING OPTIONS

Subject to service availability, the Platform may provide quotations for one or more of the following transportation modes:

- Air Freight
- Sea Freight
- Road Freight
- Courier Freight

Available transportation modes may vary depending upon:

- destination country;
- commodity restrictions;
- carrier availability; and
- operational considerations.

---

4. LIVE FREIGHT QUOTATIONS

The Platform enables the Retailer to obtain live freight quotations for each Shipment.

Each quotation shall display, where applicable:

- Freight Charges;
- Mode of Transport;
- Estimated Transit Time;
- Shipment Validity Period (7 calendar days);
- Optional Services;
- Applicable Notes and Conditions.

Freight quotations remain valid for **seven (7) calendar days** unless withdrawn earlier due to regulatory or operational circumstances beyond World2Door's reasonable control.

---

5. SHIPMENT BOOKING MODULE

The Platform enables authorised users to create and manage Shipment Bookings.

The booking process may include:

- Entry of shipper and End Customer details.
- Shipment information.
- Commodity details.
- Package details.
- Delivery address.
- Optional services.
- Booking confirmation.
- Freight payment confirmation.

A booking is deemed confirmed only upon successful payment of the applicable Freight Charges.

---

6. SHIPMENT MANAGEMENT

The Platform provides functionality to manage shipments throughout their lifecycle, including:

- Booking Confirmation.
- Warehouse Receipt.
- Shipment Verification.
- Carrier Allocation.
- Customs Processing.
- International Dispatch.

- Destination Arrival.
- Final Delivery.
- Proof of Delivery (where available).

Shipment information shall be updated based on operational events received from World2Door and its logistics partners.

---

7. SHIPMENT TRACKING

The Platform enables Retailers to monitor the status of Shipments through:

- Dashboard Tracking;
- API Tracking;
- Shipment Status Updates; and
- Estimated Delivery Progress (where available).

Tracking information is dependent on updates received from carriers and logistics partners and may not always be available in real time.

---

8. DASHBOARD

The World2Door Dashboard provides authorised users with access to operational and commercial information relating to their account.

Dashboard functionality may include:

- Freight Quote History.
- Active Shipments.
- Shipment Tracking.
- Completed Shipments.
- Invoice History.
- Payment Status.
- Claims Management.
- User Administration.
- Notifications.
- Reports.

Dashboard functionality may vary according to the Subscription Plan.

---

9. API INTEGRATION

Where API access is included in the Subscription Plan, the Platform supports integration of live freight services into the Retailer's website or application.

API functionality may include:

- Live Freight Quotes.
- Shipment Booking.
- Shipment Tracking.
- Shipment Status.
- Service Availability.
- Documentation Requests.

The Retailer shall integrate the APIs in accordance with World2Door's technical specifications.

---

10. USER MANAGEMENT

The Platform enables the Retailer to administer authorised users, including:

- Creation of user accounts.
- Password management.
- Role-based access (where available).
- User activation and deactivation.
- Access permissions.

The Retailer is responsible for all activities performed using its authorised user accounts.

---

11. REPORTING & ANALYTICS

The Platform may provide operational reports including:

- Number of Shipments.
- Freight Spend.
- Destination Analysis.
- Shipment Status Reports.
- Booking History.
- Claims Reports.
- Payment Reports.

Advanced reporting features may only be available under selected Subscription Plans.

---

12. NOTIFICATIONS & ALERTS

The Platform may generate notifications relating to:

- Booking Confirmation.
- Payment Confirmation.
- Shipment Received.
- Weight or Dimension Discrepancies.
- Difference Freight Requests.
- Shipment Dispatch.
- Customs Clearance Updates.
- Delivery Confirmation.
- Claims Status.
- System Maintenance Notices.

Notifications may be delivered through the Dashboard, email, SMS or other communication channels supported by the Platform.

---

13. BILLING & INVOICES

The Platform may provide access to:

- Subscription Invoices.
- Freight Invoices.
- Difference Freight Invoices.
- Payment Receipts.
- Outstanding Balances.
- Credit Notes (where applicable).

Invoices shall be generated electronically unless otherwise agreed.

---

14. CUSTOMER SUPPORT

Depending on the Subscription Plan, the Platform may provide access to:

- Technical Support.
- Operational Assistance.
- API Support.
- Shipment Enquiries.

- Billing Support.
- Claims Assistance.
- Dedicated Account Management (where applicable).

Support response times are governed by **Schedule H – Service Level Agreement**.

---

15. PLATFORM ENHANCEMENTS

World2Door continually develops and improves the Platform.

Accordingly, World2Door may introduce:

- new features;
- additional integrations;
- enhanced reporting;
- artificial intelligence and automation tools;
- additional shipping services;
- expanded carrier connectivity; and
- other technological improvements,

provided that such enhancements do not materially reduce the core functionality of the Retailer's subscribed services.

---

16. FEATURE AVAILABILITY

Not all Platform features are available under every Subscription Plan.

The availability of specific functionality shall depend upon:

- the Subscription Plan selected by the Retailer;
- optional services purchased;
- technical compatibility ; and
- applicable legal or regulatory requirements.

SCHEDULE C

SHIPMENT BOOKING & FULFILMENT PROCESS

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and outlines the standard operational workflow for booking, processing and delivering international shipments through the World2Door Freight Platform.

---

1. PURPOSE

The purpose of this Schedule is to establish a standardized process for the booking, payment, receipt, verification, transportation and delivery of international shipments booked through the World2Door Freight Platform.

---

2. STEP 1 – CUSTOMER PURCHASE

The End Customer purchases goods from the Retailer through:

- the Retailer's website;
- the Retailer's mobile application; or
- the Retailer's physical retail store.

The sale of the goods remains solely between the Retailer and the End Customer.

World2Door is **not** a party to the sale of goods.

---

3. STEP 2 – FREIGHT QUOTATION

The Retailer shall obtain a live freight quotation through:

- the World2Door API integrated into the Retailer's website or application; or
- the World2Door Dashboard.

The quotation shall display, where applicable:

- Available shipping modes (Air Freight, Sea Freight, Road Freight and/or Courier);
- Freight Charges;
- Estimated Transit Time;
- Optional Services;
- Quote Validity Period.

Each quotation is generated dynamically based on the shipment details provided by the Retailer.

---

4. STEP 3 – CUSTOMER ACCEPTANCE

The Retailer shall present the freight quotation to the End Customer.

The End Customer may select the preferred:

- shipping mode;
- delivery option; and
- optional services (if available).

Once accepted, the Retailer shall proceed with the booking.

---

5. STEP 4 – COLLECTION OF FREIGHT CHARGES

The Retailer shall collect the applicable Freight Charges from the End Customer before confirming the shipment booking.

The Retailer shall remain solely responsible for collecting Freight Charges from the End Customer.

World2Door shall have no obligation to recover Freight Charges directly from the End Customer.

---

6. STEP 5 – PAYMENT TO WORLD2DOOR

Immediately after the Shipment Booking is confirmed, the Retailer shall remit the applicable Freight Charges to World2Door.

World2Door will only process the Shipment after:

- payment has been received in full; and
- the booking has been confirmed.

---

7. STEP 6 – DELIVERY TO WORLD2DOOR WAREHOUSE

Following Booking Confirmation, the Retailer shall deliver the Shipment to the designated World2Door Warehouse within **forty-eight (48) hours**.

The Shipment shall be accompanied by all required documentation, including, where applicable:

- Export Invoice;
- Packing List;
- Export Documents;
- Customer Details; and
- any other documentation reasonably requested by World2Door.

Failure to deliver the Shipment within 48 hours may result in the expiry of the booking, requiring a new freight quotation.

---

8. STEP 7 – SHIPMENT RECEIPT AND VERIFICATION

Upon receipt at the World2Door Warehouse, World2Door shall verify, where reasonably practicable:

- Number of Packages;
- Packaging Condition;

- Actual Weight;
- Volumetric Weight;
- Dimensions;
- Commodity Description;
- Shipping Marks; and
- Supporting Documentation.

---

9. STEP 8 – DISCREPANCY VERIFICATION

If the verified Shipment details differ from those declared by the Retailer during the booking process, World2Door shall notify the Retailer.

Discrepancies may include, but are not limited to:

- differences in actual weight;
- differences in volumetric weight;
- differences in dimensions;
- incorrect commodity descriptions;
- packing not export worthy;
- undeclared additional packages; or
- other material differences affecting the Freight Charges.

Where such discrepancies result in revised Freight Charges, World2Door shall issue a **Difference Freight Invoice which might include additional packing charges as well**.

The Retailer shall settle the Difference Freight Invoice immediately.

World2Door may suspend processing or dispatch of the Shipment until the additional charges have been paid.

---

10. STEP 9 – SHIPMENT PREPARATION

Following verification and receipt of all applicable payments, World2Door shall prepare the Shipment for international transportation.

Preparation may include:

- security inspection;
- relabelling;
- repacking (where requested or required);
- consolidation;

- export documentation; and
- carrier allocation.

---

11. STEP 10 – EXPORT CUSTOMS

World2Door shall coordinate export customs clearance where included within the booked service.

Export clearance remains subject to the requirements and decisions of the relevant customs authorities.

---

12. STEP 11 – INTERNATIONAL TRANSPORTATION

Following export clearance, the Shipment shall be transported using the mode selected during the booking process or another operationally equivalent mode where permitted under the Agreement.

Transportation may be performed by:

- airlines;
- shipping lines;
- courier companies;
- road transport operators; or
- authorised logistics partners.

---

13. STEP 12 – IMPORT CUSTOMS

Where applicable, World2Door shall coordinate destination customs clearance through its overseas partners.

Import clearance is subject to:

- local customs regulations;
- payment of duties and taxes (where applicable);
- inspections; and
- documentary compliance.

Any delays arising from customs procedures are outside the reasonable control of World2Door.

---

14. STEP 13 – FINAL DELIVERY

Following customs release, World2Door shall coordinate delivery of the Shipment to the End Customer's address provided during booking.

Delivery shall be attempted in accordance with the policies of the appointed carrier or delivery partner.

Where delivery cannot be completed due to reasons attributable to the End Customer, additional storage, redelivery or return charges may apply.

---

15. STEP 14 – TRACKING

Throughout the shipment lifecycle, the Retailer may monitor shipment status through:

- the World2Door Dashboard;
- API integration;
- shipment notifications; or
- other tracking tools made available by World2Door.

Tracking information is provided based on updates received from carriers and logistics partners and may not always be available in real time.

---

16. STEP 15 – COMPLETION OF SHIPMENT

A Shipment shall be deemed completed when:

- delivery has been successfully made to the End Customer;
- proof of delivery has been obtained where available; or
- the carrier confirms delivery in accordance with its standard operating procedures.

---

17. TRANSIT TIMES

The estimated transit times displayed through the World2Door Platform:

- are estimates only;
- include the **48-hour period** allocated for the Retailer to deliver the Shipment to the World2Door Warehouse following Booking Confirmation;
- commence from the date and time of Booking Confirmation;
- are subject to the Retailer delivering the Shipment to the World2Door Warehouse within the required 48-hour period;
- are dependent upon carrier schedules, customs clearance and operational conditions.

Transit times are **not guaranteed** and may vary due to circumstances beyond the reasonable control of World2Door, including customs inspections, adverse weather, carrier disruptions, public holidays, regulatory actions or Force Majeure Events.

---

18. PROCESS FLOW SUMMARY

Step	Responsibility
Customer purchases goods	Retailer
Live freight quotation	World2Door Platform
Customer selects shipping option	End Customer
Freight charges collected	Retailer
Freight charges remitted	Retailer
Booking confirmation	World2Door Platform
Goods delivered to warehouse (within 48 hours)	Retailer
Weight & dimensions verified	World2Door
Difference freight (if applicable)	Retailer
Export processing	World2Door
International transportation	World2Door
Import customs coordination	World2Door / Overseas Partner
Final delivery	World2Door / Delivery Partner
Shipment tracking	World2Door Platform
Shipment completed	World2Door

SCHEDULE D

PROHIBITED & RESTRICTED GOODS

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and sets out the categories of goods that may not be accepted for transportation or that may be accepted only subject to applicable laws, carrier policies and prior approval by World2Door.

The purpose of this Schedule is to promote the safe, lawful and efficient transportation of international shipments.

---

1. GENERAL PRINCIPLES

World2Door reserves the right to refuse, suspend, inspect or cancel the transportation of any Shipment that:

- contains prohibited or restricted goods;
- does not comply with applicable laws or carrier requirements;

- presents a safety, security or operational risk;
- is inadequately declared, packaged or labelled; or
- cannot be transported due to operational or regulatory requirements.

Acceptance of a Shipment by World2Door does not constitute confirmation that the Shipment will be accepted by customs authorities or carriers.

---

2. PROHIBITED GOODS

Unless expressly approved in writing by World2Door, the following goods shall not be accepted for transportation:

Illegal Goods

- Narcotic drugs
- Controlled substances without the required authorisations
- Counterfeit goods
- Pirated products
- Illegal wildlife products
- Goods prohibited by applicable law

Explosives & Weapons

- Explosives
- Ammunition
- Firearms
- Firearm components
- Fireworks
- Military equipment requiring licences
- Detonators
- Explosive chemicals

Hazardous Materials

Unless accepted under an approved Dangerous Goods programme:

- Toxic substances
- Infectious substances
- Radioactive materials
- Corrosive chemicals
- Oxidising substances

- Flammable gases
- Poisonous gases

Human & Animal Remains

- Human remains
- Cremated remains (unless specifically approved)
- Live animals
- Animal carcasses

Currency & Financial Instruments

- Cash
- Banknotes
- Bearer bonds
- Negotiable instruments payable to bearer

Other Prohibited Articles

- Pornographic material prohibited by law
- Goods intended for unlawful purposes
- Stolen property
- Goods subject to seizure or confiscation by law

---

3. RESTRICTED GOODS

The following goods may be accepted only after prior approval by World2Door and subject to applicable laws, carrier policies and operational feasibility:

- Lithium batteries
- Battery-powered equipment
- Perfumes
- Cosmetics
- Aerosols
- Food products
- Nutritional supplements
- Medical devices
- Chemicals
- Paints

- Adhesives
- Magnetised materials
- Dry Ice
- Alcoholic beverages (where legally permitted)
- Tobacco products (where legally permitted)
- Precious metals
- Jewellery
- Watches
- High-value electronics
- Artwork
- Antiques

World2Door may request additional documentation, certifications, licences or packaging requirements before accepting any restricted goods.

---

4. DANGEROUS GOODS

Dangerous Goods shall only be accepted where:

- the Retailer has declared the goods before booking;
- the goods are permitted by the selected carrier;
- all applicable regulations have been satisfied;
- all required documentation has been submitted; and
- World2Door has provided prior written approval.

Dangerous Goods shall be transported in accordance with the applicable international regulations governing the selected mode of transport.

---

5. RETAILER DECLARATIONS

The Retailer warrants that:

- the description of the goods is complete and accurate;
- no prohibited goods have been concealed within the Shipment;
- all restricted goods have been declared;
- all documentation supplied is true and correct; and
- the Shipment complies with applicable export requirements.

---

6. INSPECTION RIGHTS

World2Door reserves the right to inspect, scan, open or examine any Shipment where reasonably necessary to:

- verify the contents;
- confirm regulatory compliance;
- satisfy carrier requirements;
- comply with customs requirements;
- investigate suspected fraud; or
- protect the safety and security of its personnel, facilities and logistics partners.

Such inspections may be conducted by World2Door, its authorised agents, carriers, customs authorities or other competent authorities.

---

7. CUSTOMS AND CARRIER DECISIONS

The Retailer acknowledges that customs authorities, aviation authorities, shipping lines, courier companies and other carriers may refuse, delay, inspect or seize any Shipment in accordance with applicable laws and regulations.

World2Door shall use commercially reasonable efforts to assist the Retailer in identifying known transportation restrictions or documentation requirements where reasonably practicable.

Any duties, taxes, penalties, inspection fees, storage charges or additional costs imposed by governmental authorities or carriers shall remain the responsibility of the Retailer or the End Customer, as applicable under the booked service.

---

8. RIGHT TO REFUSE SHIPMENTS

World2Door may refuse, suspend or cancel the transportation of any Shipment where it reasonably believes that:

- the Shipment breaches this Agreement;
- the Shipment contains prohibited or undeclared restricted goods;
- transportation would expose World2Door or its partners to legal, financial, operational or reputational risk;
- required documentation is incomplete or inaccurate;
- packing is not export worthy; or
- the Shipment cannot be transported safely or lawfully.

---

9. CHANGES TO THIS SCHEDULE

World2Door may amend this Schedule from time to time to reflect:

- changes in applicable laws;
- carrier requirements;
- international transport regulations;
- operational requirements; or
- safety and security standards.

Where a material amendment affects the Retailer's obligations, World2Door shall provide reasonable prior notice through the Platform or by written communication.

SCHEDULE E

CLAIMS PROCEDURE

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and sets out the procedures for submitting, investigating and resolving claims relating to Shipments handled by World2Door.

The purpose of this Schedule is to ensure that claims are handled consistently, transparently and efficiently.

---

1. TYPES OF CLAIMS

Claims may be submitted for the following circumstances, subject to the terms of the Agreement:

- Total Loss of Shipment
- Partial Loss of Shipment
- Physical Damage (Partial or Total)

Claims relating to commercial disputes between the Retailer and the End Customer are outside the scope of this Schedule.

---

2. CLAIM NOTIFICATION

The Retailer shall notify World2Door in writing as soon as reasonably practicable after becoming aware of the issue.

To enable a timely investigation, claims should generally be submitted within the following periods:

Type of Claim	Recommended Notification Period
Visible Damage	Within **7 calendar days** of delivery
Shortage	Within **7 calendar days** of delivery
Total Loss	Within **30 calendar days** after the expected delivery date
Partial Loss	Within **7 Calender days** of delivery
Cargo Insurance Claim	In accordance with the insurer's policy terms

Where mandatory laws or international carriage conventions prescribe different notification periods, those provisions shall prevail.

---

3. REQUIRED DOCUMENTATION

The Retailer shall provide all documents reasonably required to assess the claim, including, where applicable:

- Booking Confirmation
- Freight Invoice
- Commercial Invoice
- Packing List
- Proof of Payment
- Proof of Delivery
- Photographs of the goods and packaging
- Survey Report (if requested)
- Repair Estimate (where applicable)
- Replacement Cost Estimate (where applicable)
- Customs Documents (if relevant)
- Any additional information reasonably requested by World2Door

Failure to provide the requested documentation may delay the assessment of the claim.

---

4. CONDITION OF GOODS

Where damage is alleged, the Retailer or End Customer shall:

- retain the goods and original packaging;
- avoid further use or alteration of the goods;
- preserve all labels and shipping marks; and

- make the goods available for inspection if requested.

Failure to preserve the condition of the goods may affect the investigation and outcome of the claim.

---

5. INSPECTION AND SURVEY

World2Door, the appointed carrier, insurer or an authorised surveyor may inspect the Shipment before determining the claim.

The Retailer and the End Customer shall provide reasonable cooperation to facilitate such inspection.

No goods should be disposed of, repaired or replaced without prior written approval where an inspection has been requested, unless immediate action is required to prevent further loss or damage.

---

6. CLAIM INVESTIGATION

Upon receipt of a complete claim submission, World2Door shall:

- acknowledge receipt of the claim;
- review the supporting documentation;
- liaise with the relevant carrier, overseas agent or insurer;
- conduct any necessary investigation; and
- communicate the outcome of the assessment to the Retailer.

Investigation timeframes may vary depending on the nature of the claim and the involvement of third-party carriers, insurers or governmental authorities.

---

7. CLAIM DETERMINATION

Following completion of the investigation, World2Door may:

- approve the claim in full;
- approve the claim in part;
- reject the claim; or
- request additional information before making a determination.

Any settlement shall be made in accordance with:

- the Agreement;
- applicable law;
- any applicable international carriage convention;

- the carrier's conditions of carriage; and
- the terms of any Cargo Insurance policy, where applicable.

---

8. CIRCUMSTANCES WHERE CLAIMS MAY BE DECLINED

Without limiting any other rights under the Agreement, a claim may be declined where:

- the required notification period has not been observed (subject to applicable law);
- supporting documentation is incomplete;
- the Shipment was inadequately packaged by the Retailer;
- the goods were prohibited or improperly declared;
- inaccurate shipment information was provided;
- the damage resulted from the inherent nature of the goods;
- the loss resulted from Force Majeure;
- customs authorities lawfully detained, seized or confiscated the goods;
- the claim relates to matters outside World2Door's responsibility under the Agreement.

---

9. CLAIM SETTLEMENT

Where a claim is approved, settlement may be made by one or more of the following methods, as determined by World2Door or the applicable insurer:

- reimbursement of the approved amount;
- repair of the goods;
- replacement of the goods (where agreed);
- credit note;
- settlement by the insurer under an applicable Cargo Insurance policy.

Any payment shall be subject to the applicable liability limits set out in the Agreement.

---

10. FRAUDULENT CLAIMS

If World2Door reasonably determines that a claim is fraudulent or supported by false or misleading information, it may:

- reject the claim;
- suspend or terminate the Retailer's account;
- recover any amounts previously paid in relation to the claim; and
- pursue any other rights or remedies available under the Agreement or applicable law.

11. COMMUNICATION

All claims and related correspondence shall be submitted through the World2Door Dashboard, designated email address or any other claims channel notified by World2Door.

World2Door shall use reasonable efforts to keep the Retailer informed of material developments during the claims process.

---

12. RECORD RETENTION

The Retailer shall retain all documents relating to a claim for a minimum period of **five (5) years**, or such longer period as may be required by applicable law.

World2Door may request copies of such records where reasonably necessary to investigate, defend or resolve the claim.

SCHEDULE G

PRIVACY & DATA PROCESSING

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and sets out the principles governing the collection, use, processing, storage and protection of personal data in connection with the Services.

---

1. PURPOSE

World2Door processes personal data solely for the purpose of providing the Services under this Agreement, including:

- Generating freight quotations.
- Booking Shipments.
- Coordinating transportation.
- Customs clearance.
- Delivery to the End Customer.
- Shipment tracking.
- Customer service.
- Claims handling.
- Billing and payment administration.
- Regulatory compliance.

---

2. PERSONAL DATA COLLECTED

Depending on the Services requested, World2Door may process the following categories of personal data:

Retailer Information

- Company Name
- Trade Licence Details
- Contact Person
- Email Address
- Telephone Number
- Billing Information
- VAT Details (where applicable)

End Customer Information

- Full Name
- Delivery Address
- Contact Number
- Email Address
- Country of Residence

Shipment Information

- Shipment Reference
- Commodity Description
- Package Details
- Weight
- Dimensions
- Declared Value
- Delivery Instructions
- Customs Documentation

World2Door does not intentionally collect personal data beyond what is reasonably necessary to perform the Services.

---

3. RETAILER RESPONSIBILITIES

The Retailer represents and warrants that:

- it has the legal authority to provide the personal data to World2Door;
- the personal data provided is accurate and, to the best of its knowledge, up to date;

- it has obtained all necessary consents or has another lawful basis for sharing the personal data with World2Door for the purposes of providing the Services;
- it will promptly notify World2Door of any material corrections to personal data that may affect the performance of the Services.

---

4. WORLD2DOOR RESPONSIBILITIES

World2Door shall:

- process personal data only for purposes connected with the Services;
- implement reasonable technical and organisational measures to protect personal data;
- limit access to authorised personnel and service providers who require the information to perform the Services;
- maintain appropriate safeguards against unauthorised access, loss, misuse or disclosure.

---

5. DISCLOSURE OF PERSONAL DATA

World2Door may disclose personal data where reasonably necessary to perform the Services, including to:

- Airlines;
- Shipping Lines;
- Courier Companies;
- Road Transport Operators;
- Overseas Logistics Partners;
- Customs Authorities;
- Government Agencies;
- Insurance Providers (where applicable);
- Payment Service Providers;
- Information Technology Service Providers supporting the Platform.

World2Door shall not sell personal data to third parties.

---

6. CROSS-BORDER DATA TRANSFERS

As the Services involve international transportation, personal data may be transferred to countries outside the United Arab Emirates where necessary to:

- arrange transportation;

- complete customs formalities;
- facilitate international delivery;
- coordinate with overseas logistics partners; or
- comply with legal or regulatory requirements.

World2Door shall take commercially reasonable steps to ensure that such transfers are made only where necessary for the performance of the Services and are subject to appropriate safeguards where required by applicable law.

---

7. DATA SECURITY

World2Door shall maintain commercially reasonable security measures designed to protect personal data against:

- unauthorised access;
- accidental loss;
- alteration;
- disclosure;
- destruction; and
- misuse.

Such measures may include:

- secure user authentication;
- encrypted communications where appropriate;
- role-based access controls;
- system monitoring;
- regular software updates; and
- secure backup procedures.

---

8. CONFIDENTIALITY OF DATA

Each Party shall treat all personal data received from the other Party as confidential and shall not disclose such data except:

- as permitted under this Agreement;
- with the prior written consent of the other Party;
- where required by law; or
- where necessary to perform the Services.

9. DATA RETENTION

World2Door may retain personal data for as long as reasonably necessary to:

- perform the Services;
- comply with legal and regulatory obligations;
- maintain business records;
- resolve disputes;
- process claims; or
- enforce its contractual rights.

At the end of the applicable retention period, World2Door shall securely delete or anonymise personal data where practicable, unless continued retention is required by law.

---

10. DATA BREACHES

If World2Door becomes aware of a personal data breach that is likely to materially affect the Retailer or End Customer, World2Door shall:

- take reasonable steps to contain and investigate the incident;
- notify the Retailer where notification is appropriate under applicable law or where the breach is likely to materially affect the Services; and
- implement reasonable remedial measures to reduce the risk of recurrence.

---

11. USE OF PLATFORM DATA

World2Door may use operational and shipment-related information generated through the Platform to:

- improve Platform performance;
- develop new features and services;
- produce aggregated operational reports;
- conduct statistical analysis; and
- support internal business planning.

Any analytics or reporting shared externally shall be aggregated or anonymised so that individual Retailers and End Customers cannot be identified without their consent, unless disclosure is required by law.

---

12. MARKETING COMMUNICATIONS

World2Door shall not use the Retailer's End Customer information for the purpose of marketing World2Door's services directly to those End Customers without the Retailer's prior written consent.

This restriction does not prevent World2Door from communicating with End Customers where reasonably necessary to:

- arrange collection or delivery;
- provide shipment updates;
- complete customs formalities;
- resolve operational issues; or
- fulfil the Services requested under this Agreement.

---

13. CHANGES TO THIS SCHEDULE

World2Door may amend this Schedule where reasonably necessary to reflect:

- changes in applicable privacy laws;
- regulatory requirements;
- technological developments; or
- changes to the Services.

Material changes affecting the Retailer's rights or obligations shall be communicated through the Platform or by written notice.

SCHEDULE H

SERVICE LEVEL AGREEMENT (SLA)

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and describes the target service levels applicable to the World2Door Freight Platform and related support services.

The service levels contained in this Schedule represent operational targets and not guarantees. Performance may be affected by factors outside the reasonable control of World2Door, including carrier operations, customs authorities, telecommunications providers, internet service providers and Force Majeure Events.

---

1. PLATFORM AVAILABILITY

World2Door shall use commercially reasonable efforts to maintain the availability of the Platform.

The target Platform availability is:

Target Uptime: 99.5% per calendar month

The following shall not be included when calculating Platform availability:

- Planned maintenance;
- Emergency maintenance;
- Internet service provider failures;
- Third-party hosting failures;
- Carrier system failures;
- Cybersecurity incidents;
- Force Majeure Events.

---

2. PLANNED MAINTENANCE

World2Door may perform scheduled maintenance to improve the security, stability and functionality of the Platform.

Where reasonably practicable:

- Maintenance shall be scheduled outside normal UAE business hours.
- Retailers shall receive prior notice through the Dashboard or by email.
- Planned maintenance shall be kept to the minimum period reasonably necessary.

---

3. EMERGENCY MAINTENANCE

World2Door may immediately suspend or restrict access to the Platform where emergency maintenance is required to:

- protect the security of the Platform;
- prevent data loss;
- address critical software defects;
- respond to cyber incidents; or
- maintain operational stability.

Emergency maintenance may be carried out without prior notice.

---

4. API AVAILABILITY

Where API access forms part of the Retailer's Subscription Plan, World2Door shall use commercially reasonable efforts to maintain API availability.

API availability may be affected by:

- third-party carrier APIs;

- internet connectivity;
- Retailer system configuration;
- software upgrades;
- maintenance activities.

World2Door does not guarantee uninterrupted API connectivity.

---

5. FREIGHT QUOTATION RESPONSE

Where the Platform is operational and all required shipment information has been provided, live freight quotations are typically generated within a few seconds.

Quotation response times may vary depending on:

- destination;
- carrier availability;
- third-party API response times; and
- system load.

---

6. TECHNICAL SUPPORT

Technical support shall be available during World2Door's published business hours.

Support may be provided through:

- Email;
- Telephone;
- Dashboard Support;
- Online Ticketing System;
- Remote Assistance.

Support outside normal business hours may be available for Premium and Customize Subscription Plans where agreed.

---

7. INCIDENT PRIORITY LEVELS

Incidents shall be classified by World2Door according to their severity.

Priority	**Description**	**Target Initial Response**
Critical (P1)	Complete Platform outage or inability to process bookings	Within **2 Business Hours**

Priority	Description	Target Initial Response
High (P2)	Major functionality unavailable with no practical workaround	Within **4 Business Hours**
Medium (P3)	Partial loss of functionality with an available workaround	Within **1 Business Day**
Low (P4)	General enquiries, minor defects or enhancement requests	Within **2 Business Days**

These response times are targets for the initial acknowledgement of the issue and are not commitments to resolve the incident within the same period.

---

8. INCIDENT RESOLUTION

World2Door shall use commercially reasonable efforts to resolve reported incidents as soon as reasonably practicable.

Resolution times will depend on factors including:

- the complexity of the issue;
- involvement of third-party providers;
- carrier systems;
- infrastructure providers; and
- software dependencies.

---

9. SHIPMENT TRACKING

World2Door shall make shipment tracking information available through the Dashboard and/or API where operational updates are received from carriers and logistics partners.

Tracking updates are dependent upon information supplied by third parties and may not always be available in real time.

---

10. SHIPMENT PROCESSING

Following receipt of:

- the Shipment at the designated World2Door warehouse;
- complete documentation; and
- full payment of Freight Charges (including any Difference Freight Charges),

World2Door shall use commercially reasonable efforts to process the Shipment for dispatch at the earliest available opportunity, subject to carrier schedules and operational requirements.

---

11. CUSTOMER SUPPORT

World2Door shall use commercially reasonable efforts to respond to operational enquiries relating to:

- Freight Quotations;
- Shipment Bookings;
- Shipment Tracking;
- Freight Payments;
- Claims;
- API Integration;
- Technical Support.

Retailers are encouraged to submit enquiries through the Dashboard wherever available to facilitate faster tracking and resolution.

---

12. PLATFORM ENHANCEMENTS

World2Door may periodically introduce:

- new Platform features;
- software updates;
- performance improvements;
- security enhancements;
- additional carrier integrations; and
- operational improvements.

Such enhancements shall not materially reduce the core functionality of the Retailer's subscribed services.

---

13. SERVICE EXCLUSIONS

The service levels described in this Schedule do not apply to delays or interruptions caused by:

- customs inspections or customs holds;
- government actions;
- port or airport congestion;
- carrier delays;
- adverse weather conditions;

- public holidays;
- strikes or industrial action;
- inaccurate shipment information;
- incomplete documentation;
- prohibited or restricted goods;
- payment delays by the Retailer;
- Force Majeure Events.

---

14. CONTINUOUS IMPROVEMENT

World2Door is committed to continuously improving the Platform and operational services.

To support this objective, World2Door may:

- review service performance;
- analyse operational metrics;
- enhance technology and automation;
- expand carrier connectivity;
- introduce additional Platform functionality; and
- incorporate Retailer feedback into future product development where appropriate.

---

15. NO SERVICE CREDITS

Unless expressly agreed in writing, failure to achieve any target service level set out in this Schedule shall not entitle the Retailer to service credits, refunds, fee reductions or other compensation.

Nothing in this Schedule limits any rights or remedies available to either Party under the Agreement or applicable law.

SCHEDULE I

API INTEGRATION STANDARDS

This Schedule forms part of the **World2Door Freight Platform Subscription & Services Agreement** and sets out the technical, operational and security requirements governing the integration and use of the World2Door Application Programming Interfaces ("APIs").

---

1. PURPOSE

The World2Door APIs enable authorised Retailers to integrate the World2Door Freight Platform with their own websites, mobile applications or internal systems to provide:

- Live Freight Quotations
- Shipment Booking
- Shipment Tracking
- Shipment Status Updates
- Service Availability
- Operational Notifications
- Other approved Platform Services

API access is available only to Retailers subscribing to an eligible Subscription Plan.

---

2. API ACCESS

Following successful onboarding and activation of the applicable Subscription Plan, World2Door shall provide:

- API Credentials
- Authentication Keys or Tokens
- Integration Documentation
- Sandbox Access (where applicable)
- Production Access upon successful testing

API credentials remain the confidential property of World2Door and are issued solely for the Retailer's authorised use.

---

3. AUTHENTICATION & SECURITY

The Retailer shall:

- protect all API credentials against unauthorised access;
- store credentials securely;
- immediately notify World2Door if credentials are lost, compromised or suspected of being compromised;
- ensure that only authorised personnel have access to API credentials.

The Retailer shall not:

- share credentials with unauthorised third parties;
- embed credentials in publicly accessible source code;

- attempt to bypass authentication or security controls.

World2Door may suspend or replace compromised credentials without prior notice where necessary to protect the Platform.

---

4. PERMITTED USE

The APIs may only be used to support the Retailer's own business operations under this Agreement, including:

- displaying live freight quotations to End Customers;
- booking Shipments;
- tracking Shipments;
- retrieving shipment information;
- managing shipment-related transactions.

The APIs shall not be used to:

- build or operate a competing freight platform;
- provide API access to third parties;
- resell or redistribute World2Door services without written approval;
- perform benchmarking or reverse engineering of the Platform;
- create rate comparison engines using World2Door data without written consent.

---

5. API INTEGRATION REQUIREMENTS

The Retailer shall ensure that API integration:

- complies with World2Door's technical documentation;
- preserves the accuracy of information displayed to End Customers;
- uses supported API versions;
- maintains appropriate security controls;
- is tested before production deployment.

The Retailer shall be responsible for the development, implementation and maintenance of its own systems and integrations.

---

6. LIVE FREIGHT QUOTATIONS

Binding Nature of World2Door Quotations
The Retailer explicitly acknowledges that all freight, duty, tax, and service quotations generated and returned by the World2Door API are proprietary, real-time calculations binding solely

between World2Door and the Retailer. The Retailer shall pay World2Door the exact, full amount quoted by the World2Door API for each respective Shipment, without any deduction, set-off, or alteration, regardless of the retail pricing strategy employed by the Retailer.

Retailer Pricing Discretion (Markups, Discounts, and Tax Absorption)
The Retailer is permitted to independently determine the final shipping, handling, and landed cost rates displayed to its end customers on its website, Point of Sale (POS) terminals, or any other customer-facing sales channels. The Retailer may, at its sole financial discretion and risk:

- Apply a profit markup or handling surcharge onto the freight rates returned by the API;
- Offer promotional discounts, subsidized shipping, or free shipping to its end customers; or
- Provide "duty-free," "tax-free," or reduced-cost customs clearance to its end customers by absorbing the actual duties and taxes calculated by the World2Door API.

Presentation and Misrepresentation Safeguards
While the Retailer retains complete freedom over its final end-customer pricing, the Retailer shall not alter, manipulate, or display freight rates in a manner that misrepresents World2Door's actual platform calculations or attributes the Retailer's independent markups or administrative fees to World2Door's core pricing.

The Retailer shall not:

- remove mandatory notices or disclaimers provided through the API;
- present expired quotations as valid.

Each freight quotation:

- is dynamically generated;
- remains valid for **seven (7) calendar days** from the date of issue, unless withdrawn earlier for operational or regulatory reasons; and
- is subject to verification of the Shipment details upon receipt at the World2Door warehouse.

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7. TRANSIT TIMES

Where transit times are displayed through the API:

- they are estimates only;
- they include the forty-eight (48) hour period allocated for the Retailer to deliver the Shipment to the designated World2Door warehouse following booking confirmation;
- they are based on normal operating conditions and available carrier schedules;
- they remain subject to customs clearance, carrier operations and other factors beyond the reasonable control of World2Door.

The Retailer shall not represent estimated transit times as guaranteed delivery dates.

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8. TESTING & SANDBOX ENVIRONMENT

Where a Sandbox Environment is provided, the Retailer shall:

- complete integration testing before requesting Production Access;
- use only test credentials within the Sandbox;
- avoid transmitting live customer information in the Sandbox environment;
- verify that booking, quotation and tracking functionality operate correctly before going live.

World2Door may require successful completion of integration testing before enabling Production Access.

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9. API VERSIONING & CHANGE MANAGEMENT

World2Door may release updated API versions from time to time to improve functionality, security or performance.

Where reasonably practicable, World2Door shall provide advance notice of material API changes that require modifications to the Retailer's integration.

The Retailer shall implement required updates within the timeframe notified by World2Door to ensure continued compatibility.

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10. API PERFORMANCE & RATE LIMITS

To maintain Platform stability and ensure fair usage, World2Door may implement reasonable controls including:

- API request limits;
- concurrent connection limits;
- usage monitoring;
- traffic management;
- temporary throttling during periods of unusually high demand.

Where practicable, World2Door shall notify the Retailer if sustained usage exceeds reasonable operational thresholds and discuss appropriate solutions, including upgrading the Subscription Plan where necessary.

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11. SYSTEM AVAILABILITY

API availability is subject to the Service Level Agreement contained in **Schedule H**.

Temporary interruptions may occur due to:

- planned maintenance;
- emergency maintenance;
- third-party system failures;
- carrier connectivity issues;
- internet outages;
- Force Majeure Events.

World2Door shall use commercially reasonable efforts to restore API services as soon as reasonably practicable.

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12. DATA INTEGRITY

The Retailer shall ensure that all information transmitted through the APIs is:

- complete;
- accurate;
- current; and
- free from malicious code or harmful content.

The Retailer remains responsible for the accuracy of all Shipment information submitted through its systems.

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13. MONITORING & AUDIT

World2Door may monitor API usage for:

- security purposes;
- fraud prevention;
- performance optimisation;
- compliance with this Agreement;
- operational analytics.

Where World2Door identifies activity that may compromise the Platform or breach this Agreement, it may suspend or restrict API access until the issue has been resolved.

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14. TECHNICAL SUPPORT

World2Door shall provide reasonable technical assistance relating to API integration in accordance with the Retailer's Subscription Plan and **Schedule H – Service Level Agreement**.

Support may include:

- integration guidance;
- troubleshooting assistance;
- issue investigation;
- API documentation updates;
- notification of material API changes.

Development of the Retailer's website, application or internal systems remains the responsibility of the Retailer or its appointed developers.

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15. SUSPENSION OR TERMINATION OF API ACCESS

World2Door may suspend or terminate API access where:

- Subscription Fees remain unpaid;
- the Subscription expires or is terminated;
- the APIs are used in breach of this Agreement;
- API credentials are compromised;
- continued access presents a material security, operational or legal risk.

Where reasonably practicable, World2Door shall notify the Retailer before suspending API access, except where immediate action is necessary to protect the Platform.

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16. INTELLECTUAL PROPERTY

All APIs, technical documentation, integration methods, software, specifications, authentication mechanisms, business logic and related intellectual property remain the exclusive property of World2Door.

Nothing in this Schedule transfers ownership of any intellectual property rights to the Retailer.

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17. FUTURE API ENHANCEMENTS

World2Door may introduce additional API functionality, including new services, integrations and features.

Such enhancements may:

- be included within the Retailer's existing Subscription Plan;
- require an upgraded Subscription Plan; or
- be offered as optional services.

World2Door shall communicate material enhancements through the Developer Portal, Dashboard or other appropriate communication channels.