

FEDEX INVOICE ONLINE SERVICE AGREEMENT

Please read this Provision of the FedEx Invoice Online Service Agreement ("this Agreement") carefully. In this Agreement, "FedEx" refer to Federal Express Corporation, its parent company, subsidiaries, affiliates and/or associated companies. "You" and "your" refer to you, your company and any person with actual or apparent authority to use the Service. By using FedEx's website on the World Wide Web located at the URL address of <http://www.fedex.com> ("the Website"), you agree to the terms and conditions set forth below.

1. Parties

1.1 FedEx is a party to this Agreement. The person who uses the Services (herein referred to as "you") is the other party to this Agreement

2. Services

2.1 FedEx shall provide you with the Electronic Bill Presentment and Payment Service ("the Service"). FedEx will present its electronic invoice on the Internet through the Website in respect of any transportation charges incurred by you ("the Invoice") and FedEx shall no longer be required to send any hard copies of the Invoice to you by mail thereafter. You may view invoices, create payment orders and dispute the amount of the Invoice through a dispute resolution process on-line.

2.2 You agree not to contest the validity of the Invoice issued electronically through your use of the Service on the sole ground that it was effected electronically.

2.3 FedEx will make available to you electronic records of the Invoice and provide you with archive copies of the electronic records of the Invoice in electronic or paper form (as the case may be) upon your request.

2.4 FedEx will take reasonable steps to keep the Invoice secure.

2.5 You will be solely responsible for retaining sufficient and adequate copies of the Invoice for your internal purposes.

2.6 You agree that FedEx may use the e-mail address that you provide when enrolling into the Service to communicate with you regarding the Service. FedEx shall send to you an e-mail alert from time to time to inform you that the Invoice has been presented to you via Internet ("e-mail alert"). You acknowledge that you will be deemed to have received the e-mail alert unless FedEx receive a notification that the e-mail did not reach its intended recipient and the records of FedEx shall be conclusive in this regard.

2.7 In the event you fail to settle the Invoice within 30 days after the Invoice has been presented on the Website, FedEx will send you a payment reminder by e-mail and a hard copy of the Invoice by mail.

3. Application

3.1 By completing and submitting a registration form, you apply to use the Service. Upon acceptance of your application, you will be assigned a user account ("Account"), login ID and password code for your access to the Website and the Service and you agree to be bound by this Agreement, as amended from time to time. FedEx may accept or reject any application with or without any reason or explanation.

4. Right to use the Service

4.1 Subject to and conditional upon you at all times complying with this Agreement, FedEx grants to you a non-exclusive, non-assignable, personal right to use the Service.

4.2 Your right to use the Service commences from the date your application to use the Service is accepted by FedEx and continues until terminated in accordance with this Agreement.

4.3 You agree to comply with all of FedEx's directions notified from time to time pertaining to any use of the Service.

4.4 You will be solely responsible for and agree to provide and maintain the telecommunications facilities and services, computer hardware, software and all other equipment and services required from time to time to use the Service.

4.5 You may use the Service through a web browser interface with your personal computer. You may nominate any person to

operate your Account ("Administrator"). You or your Administrator may also nominate any person to use the Service through your Account ("User"). Both Administrator and User may have a range of access rights in respect of your Account as your agent. You undertake to ensure that your Administrator and User strictly comply with this Agreement and any other terms that may be prescribed by FedEx from time to time. You will be liable for any default of your Administrator and User and will indemnify FedEx against any defaults, losses, damages, costs, expenses, liabilities whatsoever arising from the use of the Service by your Administrator or User.

5. Security and Responsibility for Login

5.1 Your Account, login ID and password code (collectively called "Login") required for your access to and use of the Service is the confidential information of FedEx and you. You will be responsible for maintaining the secrecy and confidentiality of your Login. You agree not to disclose to any other person, corporation, entity or organisation (other than your Administrator and User) the whole or any part of your Login.

5.2 You will be solely responsible and liable for all damages, losses, costs, expenses, fees, claims and obligations whatsoever arising from your use of the Service through your Login whether authorized by you or not.

5.3 FedEx may assume the authenticity and genuineness of any instructions made via your Login as instructions given by you or by your authority.

5.4 You must immediately notify FedEx of any known or suspected disclosure or unauthorized use of your Login.

5.5 FedEx is not under any circumstances liable for any losses, damages or liability occasioned by any breach of security, including without limitation unauthorized use of your Login or access to or use of the Service through your Login, and you are aware of and accept all liabilities and risks associated with electronic transaction, including without limitation the possibility that third parties may gain access to your confidential information. You release and indemnify FedEx from any loss, damage or liability resulting from any breach of security, including without limitation the use or misuse (including fraudulent use) of your Login or your confidential information.

5.6 You will take all necessary steps to ensure that you do not transmit or receive any computer virus, worms, Trojan Hoarse, time bombs, cancel bots, cookies that are intended to damage, interfere with, intercept or expropriate any system, data or personal information through the use of the Service and you release and indemnify FedEx from any losses, damages or liabilities suffered or incurred through a breach of your obligation to do so.

5.7 You acknowledge that any processes, data, procedures, manuals user documentation, online help screens and proprietary or other information provided by FedEx to you from time to time in connection with the Service ("Materials") enumerate and details certain procedures, methods and practices ("Procedures") designed to verify that transmissions, information, instructions, data, orders and/or requests ("Communications") are the authorized and unaltered Communications of you and FedEx. You consent to the transmission of Communications through the Internet and acknowledge that the Internet is not necessarily a secure communication and delivery system, and understands the confidentiality and other risks associated with it. You agree to be bound by Communications received by FedEx, and you and FedEx may rely on the authenticity, accuracy and integrity of Communications received, in accordance with the Procedures applicable to the Communications.

6. Suspension of Service

6.1 FedEx may suspend, prohibit or block your use of the Service:

(a) during any technical failure, modification or maintenance in relation to the Service provided that FedEx will use it reasonable endeavours to reinstate the Service as soon as reasonably practicable.

- (b) if in the opinion of FedEx any security risks in relation to the Service or FedEx or any other users of the Service are or become unacceptable.
- (c) while you are in breach of any provisions of this Agreement or any other arrangement with FedEx; or
- (d) if you do, or allow to be done, anything which in FedEx's opinion may have the effect of jeopardising the operation of the Service.

7. Your Representations and Undertakings

- 7.1 You represent and undertake to FedEx that:
- (a) you will not and will not allow others to use the Service for any improper, immoral or unlawful purpose.
 - (b) you will not and will not allow others to use the Service in any way which may jeopardise or impair use of, or operation of, or do anything likely to interfere with or impact the use of, or operation of the Service or any telecommunication service or network of a third party;
 - (c) you will not and will not allow others to: forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Website; impersonate any person or entity; place any information or data on the Website that is encrypted, constitutes junk mail or unauthorized advertising or invasion of anyone's privacy;
 - (d) you will not and will not allow others to use the Service to publish, reproduce, transmit or circulate any information or data that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence;
 - (e) you are not involved in any restricted business, including without limitation armaments, pornography etc and other similar activities;
 - (f) you are not on any list issued by any internal, governmental, international or regulatory body which prohibits FedEx from dealing with you or your business; and/or
 - (g) you are not a national of any country with which FedEx is prohibited from dealing with pursuant to any applicable domestic or international directive, legislation or regulation.

8. Intellectual Property

- 8.1 Your right to use the Service and your Login may not be transferred to anyone without the prior written consent of FedEx. Any authorized transferee shall be bound by this Agreement. In no event may you transfer, assign, rent, hire, lease, sell, allow or permit others to obtain access to or use the Service, your Login or any information or materials obtained by you through your use of the Service on a temporary or permanent basis except as expressly provided herein.
- 8.2 FedEx retains title and ownership of all information, the Materials provided to you, including without limitation any user guides, manuals, enrollment or profile information in respect of the Service regardless of the form or media in or on which the original and other copies may exist. You acknowledge that FedEx does not transfer, assign, or convey any proprietary interest in the Service, the Materials and any other information to you.
- 8.3 You acknowledge and agree that all and any intellectual property rights (including without limitation the copyrights, trade marks, design, patent and trade secrets) comprised in the Service, this Agreement and the Materials remain the property of FedEx or its licensors.
- 8.4 You must not when using the Service infringe any third party rights and you are responsible for ensuring that any material provided by you does not violate the copyrights, trade marks, trade secrets or any other rights of any third party. Your violation of this Agreement, in addition to any remedies available, shall entitle FedEx to immediate injunctive relief, in view of the impossibility of accurately assessing damages from such violation.

9. Warranties and Disclaimer

- 9.1 Use of the Service is solely at your own risk. FedEx does not represent or warrant that the Service will operate without interruption or is virus-free and FedEx reserves the right to suspend the Service from time to time for maintenance and upgrades upon reasonable notice.
- 9.2 FedEx exercises no control over the content of any information passing through its Internet connection. FedEx makes no warranties of any kind, either express or implied, including but is not limited to warranties of merchantability or fitness for a particular purpose, either express or implied.
- 9.3 Information supplied through the Service supplied by third party information providers. FedEx and the third party information provider make no warranties of any kind in relation to the information provided and accept no responsibilities for its accuracy or completeness and/or consistency or for any losses or damages whatsoever and howsoever suffered or incurred by any party. With the use or access to the information provided, you irrevocably and unconditionally accept and agree to be bound by this disclaimer.
- 9.4 The Website and the linked websites ("Links") comprise data, advertisements, articles and information received from third parties which may contain inaccuracies, errors and omissions. You shall not hold FedEx liable or responsible for the contents of any such links or resources and not make any representations or warranties with respect to the use of the Links provided.

10. Limitation of Liability

- 10.1 You acknowledge that FedEx is providing the Service free of charge. Under no circumstances, including but is not limited to negligence, shall FedEx be liable to you for loss of goodwill, anticipated savings or profit, loss by reason of shutdown, non-operation or increased expenses from use of other programs or services, or any direct, indirect, consequential, special or punitive damages or losses you may sustain as a result of using the Service. This includes, but is not limited to, loss resulting from failures or errors in communications, or any decisions made by you based on information received by means of the Service, or for damages to third parties arising from any use of the Service, regardless of whether or not you have been advised of the possibility of such damages. You may not assert any claim against FedEx more than one (1) year after such claim has accrued.
- 10.2 Use of the Service and the Materials is subject to the requirements, rules, regulations, operations and procedures of the Service. FedEx shall not be liable for any losses, damages, liabilities, claims and/or delay caused by events FedEx cannot control, such as unavailability of the Service, mechanical delay, sabotage, fire, flood, explosion, acts of God, acts of public enemy, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts or omissions of public authorities with actual or apparent authority ("Force Majeur Event") or relating to the delay or alteration or interruption of communication between you and FedEx caused by the failure, of any reason, of the Service.

11. Confidential Information

- 11.1 You acknowledge that the Service and all information related thereto including the Materials constitute FedEx's valuable, confidential and proprietary information ("Confidential Information"). You agree to use the Confidential Information in strict confidence, and not to use the Confidential Information other than in connection with the proper purposes of this Agreement. In particular, you shall take all reasonable steps to ensure confidentiality of your Login ID, password code, transaction data and other Confidential Information.
- 11.2 You will not provide access to or communicate the Confidential Information in any form to any third party without FedEx's prior consent.
- 11.3 FedEx is hereby authorized, in relation to any information it has relating to you, to use and/or disclose such information for the purpose of FedEx performing its obligation or enforcing its rights under this Agreement or any other purpose reasonably incidental thereto or in contemplation thereof.

- 11.4 Notwithstanding to the foregoing, FedEx may disclose any of the information provided by you to the extent required by law, and to the extent necessary to any affiliates, officers, employees, subcontractors or agents of FedEx or its suppliers for the purpose of this Agreement upon condition that the person to whom disclosure is agreed to be bound by the confidentiality hereof.
- 11.5 By providing your personal information to FedEx, you agree that FedEx could use and disclose your personal information to its business partners, subcontractors, agents or suppliers and may transfer some or all of your personal information overseas to any affiliates of FedEx. Subject to any legal restrictions, you may access your personal information on request, and where necessary, correct any errors in those information. Your consent to the use and disclosure of your personal information remains valid unless you revoke it by giving FedEx written notice.

12. Indemnification

- 12.1 You agree to indemnify, defend, and hold harmless FedEx, its directors, officers, employees, agents, suppliers, licensors, and any third party information providers from and against all claims, demands, damages (including consequential and incidental damages), losses, liabilities expenses and costs, including legal fees, relating to any acts by you which lead to claims against FedEx, your failure to abide by any applicable laws or regulations regarding the Service or the Materials (including, without limitation, any errors in the Service or any unavailable or incomplete of the Materials), authorized or unauthorized uses of the Service or the Materials in any manner by you, directly or indirectly, including, without limitation, claims of breach of privacy, or arising out of your failure to implement adequate internal security measures to safeguard your Login ID or password code or the Materials (or any portion thereof) and its confidentiality.
- 12.2 You agree to immediately notify FedEx of any known or suspected breach of this Agreement, including loss arising therewith.
- 12.3 You agree to indemnify and hold harmless FedEx from and against any costs, expenses, claims, legal proceedings or other liability or damages which FedEx may incur (including punitive damages and legal fees and expenses) because of, arising from or in connection with the Service by your breach of this Agreement or your modification of the Service or the Materials on full indemnity basis.

13. Miscellaneous

- 13.1 Compliance with Laws The provision of the Service shall be subject to, and you agree to comply with, all applicable laws and regulations affecting the Service, including any laws or regulations relating to banking, trade sanctions, anti-money laundering or anti-terrorist activities. You further agree that you shall, at your sole costs and expenses, obtain and maintain in effect all permits, licenses and other consents necessary to the conduct of its activities under this Agreement.
- 13.2 FedEx's Ability to Subcontract FedEx has right to subcontract the performance of some or all its obligation under this Agreement.
- 13.3 Governing Law This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.
- 13.4 Severability If any provision of this Agreement is prohibited or unenforceable, such provision or provisions shall be severed and such prohibition or unenforceability will not invalidate the remaining provisions or affect the validity or enforceability of the provisions of this Agreement.
- 13.5 Entire Agreement This Agreement shall constitute the complete agreement of the parties with respect to the subject matter and supersedes any and all prior or contemporaneous discussions, statements, understandings, representations or agreements, written or oral, regarding the subject matter. No amendment to or modification of this Agreement will be binding on FedEx without FedEx's written consent.
- 13.6 Termination FedEx or you may terminate this Agreement at any time without cause by giving thirty (30) days' written notice.

- 13.7 Assignment and Non-Waiver You may not assign your rights or delegate your duties under this Agreement without FedEx's prior written consent. Failure or delay by FedEx to exercise any right, remedy, power or privilege hereunder, shall not constitute a waiver hereof. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default of the same type of default on a future occasion.

- 13.8 Modification FedEx may from time to time expressly modify, add to or delete the whole or any part or parts of this Agreement and the Service, and such modification, addition or deletion shall be made solely by FedEx at anytime upon giving you notice. You agree that you are solely responsible for ensuring that you are fully aware of and understand the current terms of this Agreement, including any additions or amendments applicable to the Service at all time.

- 13.9 Headings The heading inserted in this Agreement are for convenience only and shall not affect the construction of this Agreement.

- 13.10 Notices Any notice, report, demand, acknowledgement or other communication which under the terms of this Agreement or otherwise must be given or made by either party shall be in writing and shall be given or made by registered mail postal service, facsimile, or personal delivery, addressed to the respective parties as follows:

- (1) If to FedEx

Federal Express Pacific, Inc.
 Asia Pacific Headquarters
 34/F Two Pacific Place
 88 Queensway
 Hong Kong
 Attention : Managing Director -Finance Systems, Services and Controls
 (or successor position)
 Facsimile No. : (852) 2877 3729

With a copy to

Federal Express
 Asia Pacific Headquarters
 34/F Two Pacific Place
 88 Queensway
 Hong Kong
 Attention : Vice President – Legal
 Asia Pacific Region
 (or successor position)
 Facsimile No.: (852) 2514 0855

- (2) If to you

All notices delivered to you by FedEx shall be addressed to your place of business last known to FedEx or sent to your facsimile number last known to FedEx.

Such notice, report or other communication shall be deemed effective when delivered.