

EXPANGEA Terms and Conditions

1. General

- 1.1 These terms and conditions (“**T&Cs**”) govern your use of the Application, products, information, services and functions made available on the Site (collectively, the “**Services**”), which is provided by EXPANGEA. By accessing and using the Site, you expressly indicate your acknowledgement and acceptance of the T&Cs as well as our Privacy Policy.

2. Definitions and Interpretation

- 2.1 In these T&C unless otherwise defined, each of the following words or expressions shall have meaning stated against it: -

“**Application**” means the EXPANGEA web-based and mobile application supplied by us and accessed by you, via which you may utilise the Services.

“**Charges**” shall have the meaning ascribed to it in Clause 7.1.

“**Compensation Limits**” shall have the meaning ascribed to it in Clause 11.6.

“**customer(s)**” or “**you**” or “**your**” - means the individual or organisation that uses EXPANGEA’S Site and Services.

“**EXPANGEA**” or “**we**” or “**our**” or “**us**” – means the EXPANGEA brand, which is operated via TOLL LOGISTICS (ASIA) LIMITED, a company incorporated in Singapore.

“**Network Partner**” means the independent third-party that may offer deliver services via a request made through our Applications and Services.

“**Packaging Guidelines**” - means EXPANGEA’s Packaging Guidelines, which is linked on EXPANGEA’s website under Shipping Guidelines.

“**Privacy Policy**” - means EXPANGEA’s privacy policy, which is linked on EXPANGEA’s website.

“**Prohibited Items**” - means prohibited items as stipulated under EXPANGEA’s [Prohibited Items List, which is linked on EXPANGEA’s website under Shipping Guidelines.](#)

“**Receiver**” - means the person to whom the goods are required to be delivered as specified in the Shipment order.

“**Sender**” - means a person that delivers goods to a receiver in a Shipment.

“**Shipment(s)**” - means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Sender from one address to one address.

- 2.2 Headings are for convenience only and do not affect interpretation. The singular includes the plural and the masculine shall include the feminine and neuter and vice versa.
- 2.3 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

3. Acknowledgement and Consent

- 3.1 By creating an account, indicating your acceptance or clicking on "sign in/login" and accessing our Site, you:
- a) declare that you are permitted to install and use a copy of the Applications;
 - b) acknowledge that you have read and understood this T&C and our Privacy Policy; and
 - c) agree that you are legally bound by this T&C and our Privacy Policy.
- 3.2 Your use of our Applications grants you no rights in relation to our intellectual property rights (including, without limitation, copyright, trademark(s), logo(s), graphics, videos, photographs, and text or rights in and to the Applications), other than the non-transferable, personal right to use and receive the Services in accordance with these T&Cs;
- 3.3 EXPANGEA reserves its right to modify, vary, amend, change and/or update any section of these T&Cs at its discretion at any time, without prior notice to you. Your usage of the Site and/or the Services after such changes are implemented constitutes your acknowledgement and acceptance of the changes.

4 EXPANGEA's Obligations

- 4.1 You acknowledge that EXPANGEA acts merely as an intermediary between you and the Network Partner and that EXPANGEA does not deal directly with the Shipment(s). EXPANGEA will arrange for the collection and delivery process to be carried out by a Network Partner for each Shipment.
- 4.2 EXPANGEA is not responsible for the act, omissions, negligence or conduct on the part of the Network Partners that you may engage for any Service(s).
- 4.3 The Network Partner has the right to refuse a Shipment for any given reason such as the item contained in the Shipment is a prohibited item. EXPANGEA reserves the right to refuse any order or user from our system.
- 4.4 Both local and international tracking of Shipments are available on our website.
- 4.5 All Shipment related queries/claims must be directed through EXPANGEA. Sender should not contact the Network Partner directly.

5 Prohibited Items

- 5.1 The items set out in the Prohibited Item List are Prohibited Items and cannot be delivered by any of our Services. Should any Shipment contain a Prohibited Item, EXPANGEA reserves the right to destroy, dispose of, submit to authorities, return (at the Sender's sole cost and expense), intercept, hold and investigate the contents of such Prohibited Items (as necessary), in whole or in part, at the Sender's sole cost and expense. For the avoidance of doubt, you will be solely liable to be surcharged if any one of the Prohibited Items has been collected by a Network Partner. There will be no refund of the postage and no compensation claims.
- 5.2 Notwithstanding anything set out in these T&Cs, you covenant with EXPANGEA to indemnify EXPANGEA in full for any and all losses (including without limitation penalty charges by any relevant authority and/or costs incurred for the destruction/disposing of the Prohibited Items) which EXPANGEA may at any time or from time to time incur or suffer in connection with any attempt to send Prohibited Items.

6 Usage of Applications and Services

- 6.1 To access the Services, you are required to create an EXPANGEA user account on the Application.
- 6.2 **FOR NON-PAPERLESS SERVICE(S):** To purchase Services via EXPANGEA, you are required to print a shipping label for each service order placed through your EXPANGEA account. The physical copy of this shipping label must be attached to your Shipment before passing your Shipment to the Network Partner.
- 6.3 You hereby give your consent to the processing of your personal information by EXPANGEA in accordance with our Privacy Policy.

7 Payment

- 7.1 Your usage of the Services shall result in charges due from you to EXPANGEA ("**Charges**").
- 7.2 EXPANGEA reserves the right to amend, implement or abolish any Charges at any time at its sole discretion.
- 7.3 All Charges are due and payable immediately and will be facilitated via the preferred mode specified in your EXPANGEA account.
- 7.4 There will be no refunds once Charges are paid, unless otherwise determined, at EXPANGEA's sole discretion.
- 7.5 Charges shall be inclusive of GST at the prevailing rate, under applicable laws.

8 Additional Charges

- 8.1 When calculating the total courier charges for a particular Shipment, EXPANGEA will take into consideration the specified weight and dimensions for that Shipment.
- 8.2 Upon collection of the Shipment, the Network Partner will check its weight and dimensions. In the event we have been notified that the weight and/or dimensions of that Shipment have been under-declared by you, you agree that the Charges may be revised accordingly based on the actual weight and/or dimensions reasonably calculated and determined by us/the Network Partner.
- 8.3 In the event the actual weight/dimensions of the Shipment is heavier/larger than the declared weight/dimension, additional charges may be charged for such Shipments, including but not limited to (i) price differentials with the current rate; and (ii) administrative fees for the additional processing required for such cases. Any inquiries/disputes in relation to weight/dimension discrepancies and/or final amount payable must be raised to us (here) within seven (7) days from the date of notification.
- 8.4 In the event of a weight discrepancy and/or dispute, you agree that EXPANGEA shall be entitled, at its sole discretion, to charge your debit or credit card(s) saved in your EXPANGEA account. Please be informed that the final payable amount shall be determined by the specific Network Partner. Should you have any enquiries in regard to the weight discrepancy and/or dispute or the final payable amount, such enquiries must be raised to us at billing@expangea.com within ten (10) days from the date of notification or your debit or credit card posting date, whichever is earlier. With the expiry of this time limit, you acknowledge and agree to the calculated amount as correct and the right to challenge in regard to the weight discrepancy and/or dispute or the payment amount is deemed to have been waived.
- 8.5 In the event that there are any customs charges, specific rural delivery area charges, or any other additional surcharges incurred by the Network Partner in respect of any Services purchased from EXPANGEA, we will charge it to the debit or credit card recorded in your EXPANGEA account.
- 8.6 You acknowledge and agree that the rate of the postages/fees posted on our website and/or our other platforms are subject to change, and the rate of the postage/fees may be revised, amended, or updated by EXPANGEA from time to time or any time without notice. The applicable rate shall be the rate at the time you place your order.

9 International Shipments

- 9.1 Delivery Duty Paid (DDP) and Delivered Duty Unpaid (DDU): EXPANGEA offers two convenient terms of payment with regard to international shipments i.e., Delivery Duty Paid (DDP) or Delivered Duty Unpaid (DDU).
- a) In a DDP shipment, the Sender will bear all expenses of transportation, customs clearance (including import clearance fees and duties, handling expenses and all other charges associated fees with the delivery of the Shipment on behalf of the receiver/consignee and these charges will be included when the Sender pays for the shipment. The Sender shall ensure that (i) the details of the Shipment are correct and accurate (including the value of the Shipment(s)), (ii) the Shipment is ready for unloading, and (iii) the Shipment fulfils export and import responsibilities. Also, in a DDP shipment, please be informed that the relevant customs and/or couriers shall have the right to charge additional charges on the Sender if the Sender has mis-declared (quantity, quality, description, weight, and measurement of goods) or false declaration (misclassification or undervaluation) of the Shipment(s) according to the destination country's customs assessments. If you wish to opt for the DDP service, please refer here for more information.
- b) In a DDU (Incoterms 2000) shipment, it is the receiver responsibility to pay for any of the destination country's customs charges, duties, or taxes and the additional charges to be imposed by our courier partners when the Shipment arrives at destination country customs. These must all be paid in order for the customs to release the Shipment after it arrives. If the receiver refuses to accept a Shipment or refuses to make payment or uncontactable, our courier partners shall be entitled to charge the foregoing charges directly to the Sender. If you wish to opt for the DDU service, please contact us for more information.

- 9.2 EXPANGEA shall not be liable for any refund of the shipping fees and DDP or DDU charges for all lost or damaged Shipments under the DDP or DDU shipments after the Shipment has been collected by our courier partners. All claim requests for lost or damaged Shipments shall be made in accordance with Clause 9. Please be advised the compensation limit shall be based on the value declared during booking, the value stated on the purchase invoice, or the maximum coverage offered by our Network Partners, whichever is lower.
- 9.3 The Sender and/or the receiver shall comply with all applicable import and export laws and regulations, including any recommendations or requirements of the relevant customs and/or similar domestic or international organisations. The relevant customs shall have the right to return/dispose/confiscate/seize any Shipment that it deems as a prohibited/dangerous item or a threat to public safety. In the event of the foregoing, please be informed that all shipping fees (including the return to origin charges) and customs duty or tax levied on such Shipment by the relevant customs or other incidental charges will be charged to the Sender.
- 9.4 Without prejudice to any terms contained in this T&C, you covenant with EXPANGEA to indemnify and make good to EXPANGEA any and all additional/extra charges (including without limitation the additional/extra duties, taxes and redelivery charges) ("Extra Charges") which EXPANGEA may at any time or from time to time sustain, incur or suffer in connection with any additional weight/dimension of your Shipment(s) and EXPANGEA shall reserve the right to receive such payment for such Extra Charges.
- 9.5 For collected Shipment that has not yet left Singapore but has to be returned to the Sender due to any circumstances, the delivery charge is subject to the rate charged by the courier companies.

10 Loss/Damage/Delay

- 10.1 Any item that is listed in our Prohibited Items List will be exempted from any claim against loss, damage and/or delay. Please check our Prohibited Items List for more information.
- 10.2 Please see our recommended Packaging Guidelines on how to package your item correctly. Any claim resulting from a Shipment that is not packaged in accordance with the Packaging Guidelines will not be entertained. You are solely responsible to ensure the Shipments are properly and securely packed. EXPANGEA and the appointed Network Partner shall have no obligation to check the packaging and shall not be responsible or liable for any loss/damage/delay in relation to unsuitable packaging of the Shipment.
- 10.3 All lost and damaged Shipment(s) reported after the three (3) working days will not be eligible for any claim, unless otherwise specified in the Shipping Guidelines.
- 10.4 The amount of compensation (if any) shall be determined after an enquiry is conducted by the Network Partner and EXPANGEA (as necessary). If it is determined that the loss/damage/delay was not caused by the Network Partner, neither the Network Partner nor EXPANGEA shall be liable for any compensation.
- 10.5 For Shipments that have yet to be delivered, this must be reported to EXPANGEA within thirty (30) days from Shipment collection date, otherwise EXPANGEA or the Network Partner has the right to reject such claim. All issues shall be handled via the Applications.
- 10.6 In order for us to review your report, please state your EXPANGEA order/tracking number with specific details of your claim. We will contact you within two (2) working days from the receipt of notice of the matter.

11 Claims and Liability

- 11.1 EXPANGEA's liability is strictly limited to direct loss and damage of each Shipment.
- 11.2 Notwithstanding any provision in these T&Cs, EXPANGEA shall not be liable for any consequential, exemplary, punitive, special, indirect or other incidental loss or damage, including but not limited to loss of income, direct or indirect profits, interest utility or market, whether or not EXPANGEA knows or has previously been advised of the possibility of such loss or damage.
- 11.3 Should you require coverage on your Shipment, you may request for additional insurance by contacting EXPANGEA at amy@expangea.com.

- 11.4 All claims must be done via EXPANGEA claim form accompanied by the order/tracking number and any other supporting documents requested by EXPANGEA (e.g. cost invoice, photos of object etc). Claims are limited to one claim per shipment, settlement of which shall be full and final settlement for all loss or damage in connection therewith, in accordance with the liability provisions set out in these T&Cs.
- 11.5 Without prejudice to any terms contained in these T&Cs and provided that EXPANGEA is satisfied that your claim is warranted, EXPANGEA'S liability for any loss of the delivery item shall be limited to the cost of the delivery item as indicated by you, upon acceptance of the delivery item by EXPANGEA or up to the limits specified in the Shipping Guidelines ("**Compensation Limits**").
- 11.6 In the case of damage to a particular Shipment, the amount of compensation shall be based on EXPANGEA'S own investigation and assessment of the extent of the damage to and the actual value of the contents of the item, subject always that the amount of compensation shall be within the Compensation Limits.
- 11.7 Sender is solely responsible for the information provided in respect of each order. EXPANGEA will not be liable for claims or damages resulting from any typographical, inaccurate or incorrect information and there will be no refunds for such claims.
- 11.8 Claims for loss/damage/delay arising from circumstances that are the following shall not be compensated or covered:
- (a) not within EXPANGEA or the Network Partner's reasonable control, including without limitation any act of God such as weather conditions, flood or earthquake, work stoppages, strikes, industrial disputes, war, any act of government (including delay or confiscation or detention of the delivery Item by government authority), accidents, traffic obstructions or congestion, mechanical breakdown, or other events;
 - (b) unsuitable or improper packaging; or
 - (c) Shipments of Prohibited Item(s).

12 Representations and Warranties

- 12.1 You agree, represent and warrant:
- (b) that all the information and details provided by you to us in the registration and creation of your Account, entered for each Shipment for any purpose whatsoever through the Applications (or other means) are true, accurate and complete in all respects and at all times.
 - (c) that you will not use our Applications and Services for any unlawful purpose; in any way that interferes, disrupts or damages our Services; to access or attempt to access the accounts of other users or to infiltrate or violate any security measures;
 - (d) to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these T&Cs; and
 - (e) to adhere to all applicable laws and regulations in your usage of the Applications and Services.
- 12.2 You are responsible to maintain the confidentiality and security of your username and password for your EXPANGEA account and not to disclose this to any third parties not authorised by you. You must immediately notify EXPANGEA upon becoming aware of unauthorised access to your EXPANGEA account.
- 12.3 Any access of the Application or purchase of Services using your EXPANGEA account shall be assumed to be carried out by yourself, your agent or a person designated to have the power or authority to do so by you. The person placing the order is responsible for the information entered. EXPANGEA shall not be held responsible for wrong information that is entered and no refunds will be given in this instance.
- 12.4 You shall not lease, rent, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Application(s) or any of the Services to any third parties.

- 12.5 You are not permitted to modify, adapt, reverse engineer, decompile, disassemble, translate the Applications or create derivative works based on the Applications.
- 12.6 The Sender shall indemnify and hold harmless EXPANGEA, including its officers, directors, employees, parent, subsidiaries, affiliates and agents from and against all claims, actions, proceedings, demands, costs, expenses, damages, fees (including legal fees on a solicitor and client basis), expenses, penalties, liabilities or any losses whatsoever suffered or incurred by EXPANGEA (whether direct or consequential) which arises in connection with (i) any breach of these T&Cs by the Sender; (ii) any Shipment or (iii) the Sender's usage of the Application.

13 Personal Data and Privacy

- 13.1 The collection, use, storage and transfer of your personal data are generally subject to our Privacy Policy, as may be amended and updated from time to time at our sole discretion, is incorporated by reference into these T&Cs.

14 EXPANGEA and Third-party Software and Application Programming Interface ("API")

EXPANGEA's API

- 14.1 EXPANGEA grants you a non-exclusive, worldwide, non-transferable, non-sublicensable and revocable, and royalty-free license to access to API that may support your system integration with EXPANGEA web application ("EXPANGEA's API") and API documentation ("EXPANGEA's API Documentation"), both of which are created and written by EXPANGEA or its affiliate.
- 14.2 EXPANGEA grants the right to use its API and API Documentation by making available on EXPANGEA's portal (i) publishable and secret API keys ("API Keys") for live and transaction tests; and (ii) API Documentation.
- 14.3 You shall not:
- I. use EXPANGEA's API for any purpose, function or feature not described in EXPANGEA's API Documentation or otherwise communicated by EXPANGEA to you;
 - II. sell, rent, lease, sublicense, redistribute or syndicate access to EXPANGEA's API or EXPANGEA's API Documentation;
 - III. access EXPANGEA's API or EXPANGEA's API Documentation in violation of any law;
 - IV. access EXPANGEA's API that compromises technical and security measures related to the Services;
 - V. reverse engineer EXPANGEA's API; and
 - VI. publish to and share EXPANGEA's API Keys with an unauthorised person.
- 14.4 You must immediately notify EXPANGEA upon becoming aware of any unauthorised use of API Keys and other security issues regarding the Services.
- 14.5 EXPANGEA may update the API Documentation from time to time without notice to you.
- 14.6 If you provide any feedback or suggestion in relation to EXPANGEA's API or EXPANGEA's API Documentation, you shall grant EXPANGEA perpetual, unlimited, irrevocable, sub-licensable, transferable, royalty-free license to use that feedback or suggestion.
- 14.7 EXPANGEA does not warrant or represent that:
- (a) EXPANGEA's API will respond to your system all the time;
 - (b) EXPANGEA's API will connect to your system all the time;
 - (c) Data exchanged via API will not be lost or duplicated;
 - (d) The functions on EXPANGEA's API will be available all the time; and/or
 - (e) EXPANGEA's API will be compatible with your system or computer configuration.
- 14.8 Third-Party's API

We may use third-party software and APIs when providing our Services on our Site. We do not guarantee the reliability of such third-party software or APIs. You agree that EXPANGEA shall not be liable for any loss or damage whatsoever incurred or suffered by you arising out of our use of such third-party software or APIs.

15 Miscellaneous

- 15.1 These T&Cs shall be governed by the laws of Singapore. You agree to submit to the exclusive jurisdiction of the courts of Singapore with regards to any dispute arising from these T&Cs.
- 15.2 In the event any provision of this T&C is found to be in conflict with any applicable laws, statutes or rules, such conflicting provision shall be deemed to be deleted under this T&C and cannot be enforced and effected, and the other provisions of this T&C shall continue in full force and impact, as if the conflicting terms, conditions or provisions were not originally contained in this T&C.
- 15.3 You may not assign, transfer or sub-contract any of your rights and obligations under this T&C to any other person without our prior written consent.

(Last updated on 6 March 2024)