



ClickShip Terms of Use

Please note that the client's access and use of ClickShip services herein defined below are subject to the following terms of use. By using this website and its contents and/or services, the client hereby agrees to its terms and conditions.

ClickShip services allow our clients to find, compare, select, and purchase mail/courier services for shipping documents and goods nationally and internationally. The client may use the ClickShip system to purchase postage or courier services from a third-party mail or courier service provider. ClickShip would in turn generate the appropriate evidence of postage/courier services (i.e, the shipping label to be affixed to the package). The client accepts that the package and shipment information supplied is accurate and complete when using ClickShip to generate third party labels for shipping via postage or courier.

ClickShip serves as an intermediary between the client and the client's selected shipping provider. ClickShip does not physically handle, transport, or deliver tendered shipments. ClickShip is not a party to any direct contract the client is engaged in with the respective courier or mail service with regards to pick up, transport or delivery of shipments. While ClickShip has made all efforts to ensure that the information contained in the system is accurate, ClickShip is not liable for any errors, inaccuracies, omission, misuse, or for the results obtained from the use of any data or information. The client's interaction with any courier or other third party through ClickShip services including but not limited to payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings is solely at the client's own risk. The client accepts that ClickShip is not liable with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any courier or third party. This is inclusive of any personal injury, death, property or other damages or incidental expenses resulting in any manner from interactions with any third-party courier or mail service.

Carrier Terms & Conditions of Carriage:

By using this website, the client agrees to abide by all the terms and conditions relating to the specific carriers below:

[UPS Terms and Conditions](#)

[Purolator Terms and Conditions](#)

[Canpar Terms and Conditions](#)

[DHL Terms and Conditions](#)

[Federal Express Terms and Conditions](#)

[Dicom Terms and Conditions](#)

The client is required to sign up for an account and select a username and password and is wholly responsible for any activity associated with the account. The client agrees to provide ClickShip with accurate and complete information at time of registration. The user represents and warrants that they are of legal age to form a binding contract. If the client is agreeing to these Terms on behalf of an organization or entity, the user represents and warrants that they are authorized to agree to these Terms on that organization or entity's behalf and bind them to



these terms. The client agrees to only use the services provided for their own internal, personal use and not on behalf or benefit of any third party.

ClickShip can provide our clients access to preferred rates with third party courier services through our Freightcom platform. The client also acknowledges that they may not utilize Freightcom's individual carrier pricing if they already maintain an active account with that same carrier directly. If the client chooses (and is authorized) to use Freightcom pricing through ClickShip, the client agrees to the terms and conditions of the Freightcom services. Please refer to these terms and conditions at: [Freightcom Terms](#)

ClickShip services cannot be used in a manner that results in any the following conditions:

- a. Infringement or violation of intellectual property rights or any other rights of any parties (including but not limited to ClickShip and/or any courier)
- b. A breach or conflict with any courier's terms and conditions of carriage
- c. Violation of any law or regulation inclusive of any applicable export control laws
- d. De-compilation, reverse engineering or other forms of attempting to obtain the source code or underlying concepts or information relating to ClickShip services

Violation of any of the aforementioned conditions will result in immediate termination of use or access to the services provided.

The materials and data displayed or made available through ClickShip services including (but not limited to) text, images, graphics, articles, data, user submissions, and so forth are protected by copyright and/or other applicable intellectual property laws. The client agrees to abide by all copyright notices, trademark rules, information and restrictions contained in any content accessed through ClickShip and will not use, copy, reproduce, modify, translate, publish, distribute, license, sell, or otherwise exploit for any purpose of content not owned by the user.

Anything posted, uploaded, shared, stored, or otherwise provided through ClickShip services is considered User Submission. The user hereby grants ClickShip authorization to translate, modify (for technical purposes), reproduce and otherwise act with respect to such User Submissions in each case to enable ClickShip to provide and operate third party services.

ClickShip reserves its right to make improvements and/or changes to the information contained and/or changes to the information contained in this website at any time without prior notice.

ClickShip Terms of Payment

The client agrees to pay all fees associated with ClickShip services. ClickShip's pricing plans are set forth [here](#) and may be subject to change (prior notice will be provided). If a subscription is purchased, your payment method will automatically be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, please ensure to cancel before the renewal date. Should the renewal date pass, charges for that subscription period will be applicable and are not subject to refunds.

In purchasing services on a subscription basis, the client agrees that they are authorizing reoccurring payments and payments will be made to ClickShip until the subscription for that service is terminated by the user or by ClickShip. By authorizing recurring payments, the client is authorizing ClickShip and/or ClickShip's authorized payment processors to securely store payment details and process applicable payments. If any payment is rejected or denied, ClickShip or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an electronic payment.



Our clients may request a refund of unused postage or courier shipping labels through ClickShip, however such refunds are subject to the policies of the applicable mail/courier service provider. If the applicable third party refuses to issue a refund, ClickShip will not be responsible for refunding any amounts paid to these third parties. Any refund requests must be filed within 30 days of label generation.

ClickShip shall not be responsible for any customs charges, import taxes/duties or any other brokerage/clearance related fees incurred when shipping internationally. If any direct or indirect charges are applicable and are billed to ClickShip by any competent authority, the client wholly accepts responsibility for all of these applicable charges. In the event that ClickShip is billed for charges related to brokerage and customs clearance, the charges will be billed back to the client directly.

Whereby ClickShip (c/o Freightcom) rates are utilized, the payment method entered by the user will be billed on a transactional basis. If there is a discrepancy between the weight that the client originally entered and the carrier's dimensional weight, carrier's dimensional weight will always apply. In such cases, the client acknowledges that their credit card will be charged the difference between the actual weight and the dimensional weight once that data has been provided by the carrier in question. ClickShip and/or Freightcom are not liable for any re-weighs, re-dim, or additional accessorial charges billed by the third-party mail or courier service provider. The shipping quotations generated are based on the information provided by the user. An additional charge may be assessed if the actual dimensions or weights are different at time of shipping.

ClickShip Privacy Policy

What is done with your personal information?

When you set up an account and when shipments are processed through the ClickShip system, the only personal information collected from your visit and use of the system is what is voluntarily provided by the client for specific purposes.

When you browse the ClickShip website, your computer's internet protocol (IP) address is received in order to provide us with information that helps us learn about your browser and operating system.

Our website analytics only use non-identifiable data. Server log data is used to:

- Fix errors on our website
- Defend against malicious attacks
- Generate website usage statistics
- Improve service delivery in general



Email marketing

With your permission, we may send you emails about application and service enhancements, new products and other updates.

Your personal contact information may also be used for the following but not limited to:

- customer service; notification of shipment transit issues and/or delays;
- customer relationship management;
- order review

How do we obtain your consent?

By using this site, you represent that you are the age of majority in your state or province of residence. When you provide us with personal information to complete a transaction, verify your credit card, or place an order, the user is voluntarily entering the information which is in turn taken as client consent for ClickShip to collect and use the information for that specific reason only. Your information may be disclosed if required by law to do so.

Payment

When you complete payment for your subscription and shipment needs, ClickShip stores your credit card data with a third party payment processor. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS).

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council. PCI-DSS requirements ensure the secure handling of credit card information by ClickShip and its service providers.

Third Party Providers

In general, the third-party providers used by ClickShip and the client will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. For these providers, we recommend that you read their



privacy policies so you can understand the manner in which your personal information will be handled by these providers.

If you choose to proceed with a transaction that involves the services of a third-party service provider, your information may be subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

Security

To protect your personal information, ClickShip takes reasonable precautions to follow industry best practice standards to ensure information is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. Users also should be aware that non-personal information and data may be automatically collected through the standard operation of Internet servers and/or through the use of cookies.

Changes to ClickShip's Privacy Policy

We reserve the right to modify this privacy policy at any time without prior notice. Changes and clarifications will take effect immediately upon their posting on the website. If material changes are made to this policy, the client will be notified through this page that it has been updated.

Although ClickShip has attempted to ensure that all information posted on our site is accurate and complete, we do not represent that it is so, or guarantee it, and accept no liability or obligation for accuracy or completeness.