



Approved  
By order of the director of Nova Poshta LLC  
No. 1802 as of December 30, 2024

**Terms of Service  
for Expedited Transportation of  
International Express Shipments**

**1. General provisions**

**1.1.** These Terms shall define the procedure for the provision of Expedited Transportation of International Express Shipments by Nova Poshta Limited Liability Company, as well as the provision of other additional services related to the transportation of International Express Shipments. These Terms are based on the Customs Code of Ukraine and other regulatory legal acts on customs matters.

**1.2.** These Terms include several concepts with the following meanings:

**Express Carrier** means Nova Poshta Limited Liability Company (legal entity identification code 31316718);

**Express Carrier's Partner** means a business entity residing in Ukraine that accepts, registers, and delivers the Shipments on the customs territory of Ukraine on behalf of, by order of, and for the Express Carrier's remuneration;

**Shipments** mean international express shipments, namely properly packed international shipments containing documents or goods, which are accepted, processed, and transported by any means of transport under an international transport document to be delivered to the Recipient expediently within a specified time limit;

**International Express Waybill** means an international transportation document, i.e. a serialized shipping document developed and approved by the Express Carrier, constituting a contract for the transportation of each individual International Express Shipment;

**Invoice or proforma invoice** (if the goods are not the object of sale) means a document provided by the Sender containing a list of goods, their quantity and price, specific features of the goods (color, weight, etc.), delivery terms, and information about the Sender and the Recipient;

**User** means an individual or legal entity (Sender or Recipient) receiving the services of expedited transportation of international express shipments and other additional services related to the transportation of international express shipments under the agreement with the Express Carrier;

**Sender** means an individual or legal entity whose surname, name, patronymic (if any) or designation is specified according to the established procedure for the transportation of the Shipment and who submits the Shipment to the Express Carrier for transportation;

**Recipient (addressee)** means an individual or legal entity to whom the Shipment is delivered;

**Acceptance of the Shipment** means a technological operation, which involves transferring the Shipment from the Sender to the Express Carrier to be subsequently transported to the Recipient;

**Registration of the Shipment** means a technological operation, which involves recording the fact of Acceptance of the Shipment in the Express Carrier's Information Systems for transportation to the Recipient by generating and processing the International Express Waybill;

**Information Systems** mean the Express Carrier's computer programs designed to track the Shipment throughout its transit from the Sender to the Recipient, as well as to record and store the Shipment;

**Delivery of the Shipment** means a technological operation, which involves delivering the Shipment to the Recipient or, in case of return, to the Sender;

**Unclaimed (Undelivered) Shipment** means a Shipment not delivered within the deadline specified by the Express Carrier;

**Branch** means a branch of the Express Carrier or other premises where, on behalf of the Express Carrier and at its expense, the Express Carrier's Partners may provide the Users with the services of transportation of international express shipments, as well as other additional services related to the transportation of international express shipments under these Terms. The following types of branches shall be operated by the Express Carrier to provide services:

- **Post branches** mean branches offering transportation services for Documents and Parcels type shipments with an actual and volumetric weight not exceeding 30 kg and a maximum length of one side not exceeding 120 cm, with each other side not exceeding 70 cm. Please note that the dimensions include packaging. Given the size of the premises occupied by the Branch, the Express Carrier shall be entitled to set other limits on actual or volumetric weight for certain Branch;

- **Cargo branches** mean branches offering transportation services for Documents and Parcels type shipments, as well as other shipments with an actual or volumetric weight not exceeding 1000 kg and a maximum length not exceeding 300 cm, with each other side not exceeding 170 cm. Please note that the dimensions include packaging. Given the size of the premises occupied by the Branch, the Express Carrier shall be entitled to set other limits on actual or volumetric weight for certain Branch;

- **Pickup points** mean premises (part of the premises) on the territory owned by third-party business entities authorized to receive or deliver Shipments on behalf of and at the expense of the Express Carrier.

**Parcel locker** means a robotic device designed to deliver Shipments. It can be installed both outdoors and indoors;

**Marking** means applying information about the Shipment to the Shipment;

**Website** means Express Carrier's website available at <https://novaposhta.ua/> and [https://novapost.com/uk- ua](https://novapost.com/uk-ua)

**Business Account** means a section on the Website accessed by entering the User's personal login and password and intended for the exchange of information between the User and the Express Carrier on the service provision. The mobile application may be used only if the User agrees to these Terms and the Privacy Policy.

**Mobile Application** means a computer program to be installed and used on mobile devices (mobile phone such as a smartphone, tablet computer), available for download on Android and iOS operating systems, and intended for the exchange of information between the User and the Express Carrier about the service provision.

The mobile application may be used only if the User agrees to these Terms and the Privacy Policy;

**API** means Application programming interface, which is a set of functions and tools allowing the User and the Express Carrier to exchange information on the transportation of International Express Shipments by exchanging data between the User's and the Express Carrier's Information Systems. The Express Carrier's API may be used only if the Express Carrier's rules established for the API are fulfilled.

**Agreement** means a public agreement on the provision of services for the Expedited Transportation of International Express Shipments by Nova Poshta Limited Liability Company or another service agreement, if concluded in a simple written form between the Express Carrier and another legal entity or individual entrepreneur, in hard copy or as an electronic document.

**Policy** means the Privacy Policy available on the Website.

## **2. Services provided by the Express Carrier**

**2.1.** Basic services provided by the Express Carrier include expedited transportation of international express shipments by any type of transport, including acceptance, processing, submission of such shipments to the customs authorities for customs control and customs clearance, and delivery to the Recipients (return to the Senders).

**2.2.** Basic services shall be provided in one of the following ways (types):

Address - Address means acceptance of the Shipment by the Express Carrier at the Sender's address in Ukraine and delivery of this Shipment by a foreign operator at the Recipient's address abroad;

Branch - Branch means acceptance of the Shipment by the Express Carrier at the Branch in Ukraine and delivery of this Shipment by a foreign operator at the Branch abroad;

Address - Branch means acceptance of the Shipment by the Express Carrier at the Sender's address in Ukraine and delivery of this Shipment by a foreign operator at the Branch abroad;

Branch - Address means acceptance of the Shipment by the Express Carrier at the Branch in Ukraine and delivery of this Shipment by a foreign operator to the Recipient's address abroad;

Branch - Parcel locker means acceptance of the Shipment by the Express Carrier at the Branch in Ukraine and delivery of this Shipment to a Parcel locker of a foreign operator abroad;

Address - Parcel locker means acceptance of the Shipment by the Express Carrier at the Sender's address in Ukraine and delivery of this Shipment to the Parcel locker of a foreign operator abroad;

**2.3.** Under the agreement (agreements) with a foreign operator on the exchange of International Express Shipments, the Express Carrier shall ensure their processing in the customs territory of Ukraine, submission to the customs authorities for customs control and customs clearance, and delivery of the shipments in Ukraine.

**2.4.** Operations with Shipments (unpacking, repacking, submission for inspection, including during official (customs) control measures, etc.) and their storage before release into free circulation shall be carried out under customs control at the central (regional) sorting stations of the Express Carrier.

### **3. Additional services provided by the Express Carrier**

3.1. The services provided by the Express Carrier in addition to the basic services (hereinafter referred to as Additional Services) are as follows:

- Call a Vehicle involves providing the Sender with a vehicle for loading shipments within the agreed time. This service can be ordered with a personal manager of the Express Carrier. This service is available to Users with a non-cash form of payment. To order the service, create a request to call a vehicle through the business account or API;
- Storage under Customs Control implies storing International Express Shipments that have arrived in Ukraine to be delivered to the Recipients and are under customs control at the central sorting station of the Express Carrier for 30 days. In this case, the first 7 days are not charged. Charging for the service starts on the 8th day. Storage can be extended up to 45 days at the Recipient's request. Such a request must be submitted before the 30-day period expires. The Express Carrier shall be entitled to refuse to provide this service if the customs authority refuses to extend the storage period.
- Storage implies that the Shipment received (returned) to the Express Carrier's Branch and is to be delivered to the Recipient shall be stored for 30 calendar days. Documents, Parcel, and Cargo type shipments shall be stored for 7 calendar days and Pallet type shipments shall be stored for 3 calendar days following the day of receipt of the Shipment at the Branch at the Recipient's location (residence) without additional charges. Storage fee shall be charged from the 8th to the 30th calendar day for Documents, Parcel, and Cargo type shipments, and from the 4th to the 30th calendar day for Pallet type shipments.
- Packaging means placing the contents of the Shipment in the most suitable type of packaging to ensure its reliable transportation, warehousing, storage, and protection. The rules for packaging Shipments are available on the Website.
- Forwarding implies changing the delivery address of the Shipment already accepted for transportation before the Shipment is delivered to the Recipient. This service can be ordered by both the Sender and the Recipient. The same Shipment can be forwarded no more than twice. Forwarding is available only within the country of destination and as soon as the customs procedures with the Shipment are completed in the country of destination.
- Shipment Return implies returning the Shipment not delivered to the Recipient to the Sender under the request to return the Shipment or in cases specified by the applicable law or these Terms. However, if the request to return the Shipment is submitted by the Sender regarding the Shipment that has already left the customs territory of Ukraine, such a return to Ukraine shall be carried out under the import procedure of the Shipment to the customs territory of Ukraine subject to payment of transportation services, customs clearance, and customs payments established by law;
- To the Door means lifting the Shipment to the floor when delivering it to the Recipient's address located within the customs territory of Ukraine. The actual weight of one Shipment should not exceed 100 kg, and the distance from the parking lot of the Express Carrier's vehicle to the building should not exceed 50 m. This service can be ordered by the Recipient. If the Shipment's weight under one International Express Waybill does not exceed 30 kg (actual or volumetric weight determined by the greater value), the service shall be provided without additional charges, without prior order, and regardless of the Recipient's floor.

- From the Door means lowering the Shipment from the floor when picking it up from the Sender's address located within the customs territory of Ukraine. The actual weight of one Shipment should not exceed 100 kg, and the distance from the parking lot of the Express Carrier's vehicle to the building should not exceed 50 m. This service can be ordered by the Sender. If the Shipment's weight under one International Express Waybill does not exceed 30 kg (actual or volumetric weight determined by the greater value), the service shall be provided without additional charges, without prior order, and regardless of the Sender's floor. If an elevator is down or absent, or if there is no power supply in the Recipient's building, the From the Door service shall be provided from the 5th floor only.

- Surcharge for Dimensions over 120 cm implies the Sender's ability to send the Shipment with a side exceeding 120 cm from the Cargo Branch of the Express Carrier or order an addressed pickup.

#### **4. Services provided by the Express Carrier**

**4.1.** Users can access the following services as part of the basic service:

- Recovery of the International Express Waybill Number means notifying the Recipient or the Sender of the International Express Waybill number after they have applied to the Express Carrier's Branch;

- Shipment Tracking provides the ability to track the location of the Shipment by the International Express Waybill number. You can access this service on the Website or via the mobile application;

- Reschedule Delivery implies the ability to reschedule the Delivery of the Shipment made to Ukraine to a date and time convenient for the Recipient;

- Notification means notifying the Users about the Shipment's arrival, storage, and the possibility of receiving it. This service is provided by the Express Carrier by sending a text message to the phone number, via the mobile application, via the Viber mobile application, or by phone call or e-mail. Updates to the Notification service settings shall affect all Shipments with the customer indicated as the Sender or the Recipient in the International Express Waybill. If the Shipment has arrived at the Branch and the Invoiced value of the Shipment is 30,000 (thirty thousand) hryvnias or more, the notification of the Shipment's arrival shall not include the International Express Waybill number for the Recipient. If the same Recipient receives more than five Shipments with different International Express Waybills on the same day, the number of the International Express Waybill shall not be indicated in the SMS message. The Express Carrier reserves the right to inform the Users about the unclaimed Shipment;

- Online Payment provides an opportunity to pay the cost of basic and additional services via the mobile application, business account, or the Website in the Track section using Internet acquiring technology;

- Refusal to Receive the Shipment implies the possibility for the Sender and the Recipient to refuse to receive the Shipment. The refusal shall be deemed declared (submitted) if the Sender and the Recipient of the Shipment have submitted it in writing at the Branch, by telephone, or by electronic means (including in the business account, mobile application). The refusal to receive the Shipment may be submitted within 30 days from the date of receipt of the Shipment at the Recipient's Branch. Once the Sender and the Recipient refuse to receive the Shipment, such Shipment shall be considered an unclaimed Shipment;

- Other Recipient allows another person (attorney) to receive the Shipment destined to the territory of Ukraine at the Branch, Parcel locker, or address. This service can be used only by the Recipient of the Shipment using the mobile application. The attorney can receive the Shipment at the Branch using the mobile application or by providing the International Express Waybill number and the SMS code that will be sent to the Recipient upon receipt of the Shipment. The attorney can receive the Shipment at the Parcel locker using the mobile application.

- Data Change allows the Sender to change the data specified in the International Express Waybill. Changing the Recipient's contact information is available from the moment the express waybill is created until the Shipment is transferred for delivery to the Recipient's address or the Shipment is placed in a parcel locker in the country of destination. Changing the Shipment's description and contents is available from the moment the express waybill is created until the Shipment is transferred to the customs control zone for customs clearance. You can order this service by calling the contact center. The Express Carrier shall not be liable for incorrectly provided data by the User during Acceptance or when changing data during delivery.

## **5. Procedure for addressing the Shipments**

**5.1.** When creating the Shipment, the Sender shall provide the following information to the Express Carrier:

- Full name of the Sender and the Recipient, if the Sender and/or the Recipient is an individual, their telephone numbers, e-mail addresses;

- Designation of the legal entity, if the Sender and/or the Recipient is a legal entity, identification code of the legal entity, telephone number of the contact person;

- The Sender's address: country, street name, house number, apartment number, etc., name of the settlement, postal code (ZIP-code) in case the Shipment is collected at the address. If the Shipment is made from the Express Carrier's Branch, the address of such Branch shall be indicated as the Sender's address;

- The Recipient's address: country, street name, house number, apartment number, etc., name of the settlement, postal code (ZIP-code) in case the Shipment is delivered to the address. If the Shipment is delivered at a foreign operator's branch or through a parcel locker, the address of such branch or parcel locker shall be indicated as the Sender's address;

- The Invoiced value of the content, description of the content, number of places;

- Other (additional) information about the Shipment that the Sender considers necessary to inform the Express Carrier.

**5.2.** Unless otherwise specified in the Agreement, the Shipment shall be transported under the following conditions:

- The payer of the transportation service is the Sender;

- A Shipment addressed from an individual to an individual is one that contains goods transported by citizens for personal, family, and other needs not related to business activities.

- Shipments from Ukraine addressed to a legal entity or individual entrepreneur are considered to be a sale of goods;

- The Shipment is addressed on DAP terms according to the Incoterms rules, implying that the Recipient must pay customs duties in case they are charged in the country of destination;

**5.3.** When sending goods from Ukraine to the EU countries, a business entity may provide an Import one stop shop number (hereinafter referred to as IOSS), which provides the right to customs clearance of an international shipment under a simplified procedure, provided that: a) VAT was paid by the buyer when making an online purchase of the goods being sent; b) the Sender is entitled to use the IOSS number; c) the Shipment meets all the conditions of IOSS as defined by the legislation of the European Union;

**5.4.** When addressing a Shipment, the IOSS number may be indicated if the Shipment meets each of the following attributes:

a) The Invoiced value of the Shipment is less than the equivalent of EUR 150; b)

The Recipient of the Shipment is an individual;

c) The Sender has an online order with the IOSS number, which confirms selling the goods to the Recipient of the Shipment and paying VAT;

d) An online order may be provided by the Sender or the Recipient, if the customs of the country of destination so request;

e) The Shipment does not include excisable goods (for example, alcohol-containing perfumes in Poland).

## **6. Procedure for registering a Shipment.**

**6.1.** Each Shipment accepted by the Express Carrier for transportation shall be registered in the Express Carrier's Information System. Shipments may be registered in the Express Carrier's Information System by the Sender electronically in the business account, using the API, or via the Express Carrier's Mobile Application, as well as by the Express Carrier itself at the Branch or the Sender's address.

**6.2.** When registering the Shipment electronically, the Express Carrier's Information System shall generate the Shipment number and create the International Express Waybill.

**6.3.** The following shall be indicated in the International Express Waybill:

- Name of the document - Express Waybill;

- Details of the Sender, the Recipient, their addresses, country of dispatch and country of destination, contact telephone numbers as defined by the standard of the International Telecommunication Union ITU-T E.164 (11/2010) and e-mail addresses. Details about the Recipient provided by the Sender shall be given in Latin characters;

- Payer of services and cost of transportation, payment method;

- The Invoiced value of the content;

- Additional information;

- Signatures of the Sender and the Express Carrier's representative;

- Date and time of registration of the Shipment in the Express Carrier's Information System;

- Type of the Shipment, number of places, weight of the Shipment, volumetric and actual weight;

- Description of the content;

- Method of Shipment packaging
- Other relevant information.

**6.4.** Should there be no access to the mains and/or the Internet, it shall be allowed to fill in the express waybill on a printed form containing a unique number.

**6.5.** The Shipment shall be finally registered by the Express Carrier by entering the International Express Waybill in the Express Carrier's Information System. Entering the International Express Waybill in the Express Carrier's Information System shall be carried out by the Express Carrier during the physical Acceptance of the Shipment by the Express Carrier at the Branch or address.

**6.6.** To prove the Invoiced value, the Sender shall provide supporting documents (receipt, online order, account statement confirming payment, or other document confirming the value of the content). The Cargo type Shipments must be supported by documents confirming the value of the Shipment and its contents (invoice, commercial invoice, proforma invoice, etc.). These documents must be approved by the Sender's signature and seal (if any). The commercial invoice shall be drawn up by the Sender on the official letterhead, signed by the head, and stamped (if any). The invoice must be securely fixed (pasted) in a visible place on the outer packaging of the Shipment with the "customs documents" mark.

**6.7.** To declare and import the Shipment to the country of destination, the Express Carrier shall be entitled to request, and the Shipper shall be required to provide, the necessary information (including in English or the language of the country of destination), additional documents, etc. regarding the Shipment. If the Sender refuses to provide the specified information or documents, the Express Carrier shall be entitled to refuse to provide the services to the Sender and return the Shipment to the Sender, whereby the Express Carrier shall be released from any liability for refusal to provide the services.

**6.8.** To complete customs procedures, at the Express Carrier's request, Users must provide additional documents and/or information about the goods transported as part of the Shipment, as well as the identity of the Sender or the Recipient.

**6.9.** The Sender shall be responsible for the validity, completeness and accuracy of the information about the Sender and the Recipient, their addresses, the goods transported as part of the Shipment, and their value.

**6.10.** The Senders accept that the Express Carrier is entitled to inspect the contents of the Shipment on its own initiative, including by means of special electronic equipment for scanning goods, in order to verify the compliance of the contents of the Shipment with the supporting documents provided by the Sender.

Should the contents of the Shipment be found to be inconsistent with the supporting documents provided by the Sender, including the Invoiced value, the Express Carrier shall return the Shipment to the Sender and charge the Sender with the costs of returning the Shipment. Meanwhile, the Express Carrier shall be entitled to retain the Shipment until the Sender settles with the latter.

**6.11.** Users accept that in case of returning goods to the addresses of foreign online stores, they have notified them as Recipients and received confirmation of the return possibility.



**6.12.** The Sender shall provide a properly packed Shipment for transportation or have the opportunity to avail of the additional service known as Packing. A properly packed Shipment shall mean a Shipment packed according to the requirements of the Express Carrier specified on the Website. Pallet type Shipments should be placed on a plastic pallet or wooden pallet with IPPC-15 marking (Shipments on wooden pallets without IPPC-15 marking shall not be accepted for transportation).

**6.13.** When sending more than one pallet, each pallet must have a DocuFIX with a packing list bearing the following information:

- Quantity of each type and grade of goods
- Quantity of units in the package
- Number of the package (place)

**6.14.** If the Shipment is sent by a representative of a legal entity or individual entrepreneur, such representative shall provide the Express Carrier with a business customer identification card when accepting the Shipment at the Branch. If the representative fails to have a business customer identification card upon the first visit to the Branch, such representative shall provide the original power of attorney bearing the mandatory details according to the requirements of the Express Carrier and one of the identity documents specified in the power of attorney, namely:

- Passport of a citizen of Ukraine;
- Passport of a citizen of Ukraine for travel abroad;
- Diplomatic passport of Ukraine;
- Service passport of Ukraine;
- Seafarer's identity card;
- Crew member's identity card;
- Identity card for returning to Ukraine;
- Temporary certificate of a citizen of Ukraine;
- Driver's license;
- Stateless person's certificate for traveling abroad;
- Permanent residence permit;
- Temporary residence permit;
- Migrant card;
- Refugee certificate;
- Refugee travel document;
- Supplementary protection certificate;
- Travel document of a person granted subsidiary protection;
- Passport document of a foreigner;

Original powers of attorney provided to the Express Carrier shall not be returned.

**6.15.** If the Sender independently registers the Shipment and provides the printed International Express Waybill to the Express Carrier, he or she may not provide the above documents.

**6.16.** If there is any suspicion that the Shipment contains prohibited goods, the Express Carrier shall be entitled to request that the Shipment be provided for inspection and verification of the goods. In case of refusal and/or detection of prohibited goods, the Express Carrier shall refuse to accept the Shipment for transportation.

**6.17.** Once the Shipment has been accepted for transportation, the Sender shall inform the Recipient of the International Express Waybill number, the estimated delivery time, and other information that it has become aware of while applying for the services of the Express Carrier.

**6.18.** The following categories of Users shall be served without queues when accepting Shipments for transportation:

- Elderly persons (the representative of the Express Carrier shall be entitled to check the pension certificate);
- Persons with disabilities regardless of the group (the representative of the Express Carrier shall be entitled to check the pension certificate or other document confirming the disability);
- Persons accompanying children under 3 years of age;
- Pregnant women;
- Combatants (upon presentation of the relevant certificate);
- Servicemen of the Armed Forces of Ukraine, the National Guard of Ukraine, the Security Service of Ukraine, the Foreign Intelligence Service of Ukraine, the State Border Guard Service of Ukraine, the Ministry of Internal Affairs of Ukraine, the State Security Administration of Ukraine, the State Service for Special Communications and Information Protection of Ukraine, subject to presentation of a service certificate or any other certificate confirming that the person is currently in military service;
- Volunteers of territorial defense (upon presentation of the relevant certificate).

## **7. Invoiced value**

**7.1.** The Invoiced value of the Shipments that can be transported under these terms shall be set in euros without cents. The equivalent value of the Shipment indicated in another currency shall be determined at the official exchange rates of the National Bank of Ukraine of hryvnia to foreign currencies on the relevant day.

**7.2.** The Invoiced value shall be equal to the real (market) value of the Shipment. However, Documents type Shipments do not have an Invoiced value, unless the International Regulations or the regulations of the Recipient's country establish other requirements for determining the value of Documents type Shipments.

**7.3.** The Invoiced value may not exceed EUR 10,000 or the equivalent of this amount in the national currency of the Sender's country. Goods with an Invoiced value exceeding EUR 10,000 may be transported by the Express Carrier on separate terms and under a separate written agreement concluded with the User.

**7.4.** Should there be any doubt as to whether the Shipment corresponds to its Invoiced value, regardless of the amount of such declared Invoiced value, the representative of the Express Carrier shall be entitled to take a photo of the contents of the Shipment to upload it to the Express Carrier's Information System.

## **8. Types, sizes, and maximum weight of Shipments**

## **8.1.** Shipments are classified into:

- Documents shall mean a Shipment containing business papers, written correspondence, whether business or private, airline tickets, as well as any messages, information, or data on any media (paper or electromagnetic, including floppy disks, CDs, tapes, etc.) that have no commercial value or Invoiced value and do not contain information that cannot be transported across the customs border by law or requires permits from the relevant government authorities of the country of destination. The weight of the Shipment shall not exceed 1 kg and the dimensions shall not exceed 32 cm in length, 23 cm in width, and 2 cm in height. Please note that the dimensions include packaging. A detailed list of content considered to be documents is available on the Website;
- Parcel shall mean a Shipment containing items, things, property, goods, or materials with a declared value. Such a Shipment shall be mandatorily accompanied by a document confirming the Invoiced value of the Shipment and its contents (invoice, commercial invoice, proforma invoice, etc.), shall be subject to customs clearance both in the country of dispatch and in the country of destination, and may be insured. The weight of the Shipment shall not exceed 30 kg (actual or volumetric weight) with a maximum length of one of the sides not exceeding 120 cm, and each other side not exceeding 70 cm. Please note that the dimensions include packaging;
- Cargo shall mean a Shipment containing items, things, property, goods, or materials with a declared value. Such a Shipment shall be mandatorily accompanied by a document confirming the Invoiced value of the Shipment and its contents (invoice, commercial invoice, proforma invoice, etc.), shall be subject to customs clearance both in the country of dispatch and in the country of destination, and may be insured. The weight of the Shipment shall exceed 30 kg (actual or volumetric weight) but not more than 1000 kg (actual or volumetric weight) with a maximum length of one of the sides not exceeding 300 cm and each other side not exceeding 170 cm. Please note that the dimensions include packaging;
- Pallet shall mean a Shipment whose weight or dimensions exceed the weight or dimensions of a Parcel type Shipment and which is placed individually on a pallet.

## **8.2.** When calculating the cost of delivering a Shipment with an actual weight of up to 30 kg (inclusive), the following is included:

- The actual weight only if the Shipment is up to 120 cm long and the sum of the sides (L+W+H) is up to 150 cm;
- The greater of the actual or volumetric weight if the Shipment is more than 120 cm long and/or the sum of the sides (L+W+H) is more than 150 cm.

When calculating the cost of delivering a Shipment with an actual weight exceeding 30 kg (inclusive), the greater of the actual or volumetric weight shall be used.

The actual weight is determined in kg by weighing the Shipment on the scales.

The volumetric weight of the Shipment is determined by measuring the dimensions of the Shipment according to the formula: Volumetric weight [kg] = Length [cm] x Width [cm] x Height [cm] / 5,000.

If the Shipment's weight exceeds 1 kilogram but is not a multiple of 1 kilogram, the number of grams less than 0.5 kilograms is rounded up to 0.5 kilograms. If the number of grams exceeds 0.5 kilograms, the weight is rounded up to the nearest whole kilogram.

## **9. Contents prohibited for transportation**

### **9.1.** The following contents as part of international express shipments are prohibited for transportation:

- Goods prohibited by the Customs Code of Ukraine and other legislative acts of Ukraine for importation into or exportation from the customs territory of Ukraine;
- Goods shipped in violation of customs regulations;
- Goods lacking the relevant permits in the case of non-tariff regulation of foreign economic activity;
- Goods not released under the declared customs regime according to the results of official control measures following the purpose of their importation into Ukraine;
- Goods (clothes, shoes, etc.) previously used and in a dirty condition, which by their nature may pose a danger to the employees of the Express Carrier, without documents on fumigation;
- Goods classified as 1-24 groups according to the Ukrainian Classification of Goods for Foreign Economic Activity that are transported (sent) to the address of citizens or sent by citizens, except for food products with a total weight not exceeding 10 kilograms in the manufacturer's packaging;
- Alcoholic beverages and/or tobacco products that are transported (sent) to the address of citizens or sent by citizens, regardless of value;
- Contents prohibited for importation into the customs territory of the country of destination, which are listed by the Express Carrier [on the Website](#).

The Sender shall check and verify the list before handing over the Shipment to the Express Carrier.

**9.2.** No goods, regardless of their total Invoiced value, may be transported in the Shipment outside the customs territory of Ukraine, as defined in the List of goods prohibited for export (transportation) by citizens outside the customs territory of Ukraine, as set forth in the Resolution of the Cabinet of Ministers of Ukraine No. 468 dated May 28, 2012.

**9.3.** The Express Carrier shall not accept the following goods for transportation outside the customs territory of Ukraine:

- Narcotic drugs and psychotropic substances, their analogues and precursors;
- Cultural assets without a standardized certificate authorizing the export of cultural assets;
- Hazardous goods, goods that may damage other goods, or goods that require special storage conditions;
- Military, hunting, sporting firearms, basic firearm parts, cold steel and pneumatic weapons, explosives and ammunition, special means charged with tear gas and irritant substances;
- Currency valuables such as the national currency (hryvnia), foreign currency, and precious metals.

The Sender shall prove that the content of the Shipment does not fall within the categories described in this clause.

**9.4.** Precious metals (except for banking metals, commemorative, and jubilee coins of Ukraine made of precious metals), precious stones, and products thereof shall be exported from the customs territory of Ukraine if the total Invoiced value of precious metals, precious stones, and products thereof does not exceed the amount equivalent to EUR 10,000 (except for precious metals prohibited for export from the customs territory of Ukraine). The Sender shall prove that the precious metals, precious stones, and

products thereof are not prohibited for export outside the customs territory of Ukraine and their value does not exceed the equivalent of EUR 10,000.

**9.5.** By transferring the Shipment for transportation, the Sender shall confirm that the Shipment does not contain any contents prohibited for transportation according to these Terms. The Sender shall be liable for violation of customs legislation and any direct or indirect losses arising from the transfer of the Shipment containing prohibited contents for transportation. If the Sender violates the prohibitions set forth in these Terms, any liability of the Express Carrier for loss, non-delivery to the Recipient, or damage to the Shipment shall be excluded.

**9.6.** The Express Carrier shall be entitled to refuse to accept the Shipment for transportation or to suspend the provision of the transportation service specified in this section of the Terms. Shipments containing prohibited contents found after acceptance for transportation may be returned to the Sender at his/her expense:

- To the Branch previously agreed with the Sender;
- To the Branch of the Shipment's dispatch (in case of absence of communication with the Sender).

**9.7.** Shipments containing prohibited contents found after exportation shall be returned to the Sender and the cost of return shall be charged to such Sender.

Shipments containing contents prohibited for transportation found by a foreign operator after receiving them from the Express Carrier on the territory of a foreign state shall be disposed of in the customs control zone according to the procedure established by the legislation of the country of destination.

## **10. Shipment security verification**

**10.1.** The Express Carrier shall be entitled to check the Shipment for its safety and absence of prohibited contents. If there are suspicions that the contents of a certain Shipment are prohibited for transportation or the Shipment contains more than one type of contents, the Express Carrier shall be entitled to open the Shipment at the central sorting station and draw up an inspection report. If dangerous contents or contents prohibited for transportation are found, such contents shall be seized with an entry made in the inspection report. The Sender expressly agrees to such Shipment security verifications. If the contents of the Shipment exhibit signs of a criminal offense, the Express Carrier shall notify the law enforcement authorities thereof.

**10.2.** Once the contents have been seized, the Express Carrier shall inform the Sender thereof. The Sender must immediately pick up the seized contents at his/her own expense within five business days following the day of notification. If the Sender fails to claim the contents within five business days, they shall be deemed to have been waived by the Sender.

**10.3.** The time of Shipment security verification shall not be included in the standard transportation time.

## **11. Customs clearance**

**11.1.** Unless otherwise specified in the agreement with the User, the customs declaration of goods transported as part of the Shipment on behalf of the User and at his/her expense in Ukraine shall be carried out by the Express Carrier. The customs clearance of goods transported as part of the Shipment on behalf of the User and at the User's expense abroad shall be carried out by a foreign operator.

**11.2.** The Express Carrier shall inform the User of the need to provide complete, accurate, and reliable information and documents (invoice, commercial invoice, proforma invoice, packing list, certificate of origin, etc.) about the Shipment to provide customs clearance (declaration) services.

**11.3.** Should it be found during customs procedures that the information about the Shipment or the supporting documents to the Shipment contain inaccurate, incomplete, or false information about the goods transported as part of the Shipment and/or the Recipient's identity, the Sender or the Recipient shall provide accurate, complete, and reliable information about the Shipment and/or the Recipient's identity. Until such information is received, the Express Carrier shall not be liable for failure to deliver the Shipment to the Recipient.

**11.4.** If the User refuses the customs declaration services or the User fails to perform the actions required for customs declaration (fails to provide documents, provides an incomplete set of documents, fails to make an independent declaration, etc.) or there is no communication with the User within the period provided for customs clearance, it shall be deemed that the User has refused the Shipment.

**11.5.** If the Express Carrier or a foreign operator is subject to sanctions imposed by Ukraine or a foreign state due to the Users' fault, the Users shall reimburse the Express Carrier or a foreign operator for the sanctions before the Shipment is delivered.

**11.6.** Customs clearance, customs control, and the Shipment's stay under customs control shall be carried out according to the customs legislation of Ukraine and the countries of dispatch/destination.

**11.7.** The Express Carrier shall not be liable for delays of the Shipments by the customs authorities of Ukraine or foreign countries, including shall not reimburse losses, non-property damage, or lost profits resulting from such delays.

**11.8.** If the Express Carrier or a foreign operator is required to pay customs duties or other payments related to customs procedures to fulfill its obligations to the User, the Users shall agree that they will reimburse the Express Carrier for such payments.

If the Recipient refuses to pay customs duties, the Express Carrier shall return the Shipment to the Sender and ensure that the Sender reimburses all expenses incurred for the transportation and return of the Shipment. The Express Carrier shall be entitled to retain the Shipment until the Sender settles the final payment. If these costs are not paid within 30 calendar days following the date the Sender receives the Express Carrier's notification of the obligation to pay these costs, the Express Carrier shall be entitled to dispose of the Shipment independently or transfer it to a contractor for disposal.

**11.9.** Unless otherwise specified in the agreement, only the Recipient may pay the costs associated with the customs clearance of the Shipment in the Recipient's country. If the Recipient refuses to pay them, these costs shall be paid by the Sender, provided that the Shipment is returned to the Sender.

**11.10.** Users shall not entrust customs procedures to anyone other than the Express Carrier, foreign operators, and contractors engaged by the Express Carrier or foreign operators.

## **12. Delivery of Shipments**

**12.1.** The Shipments shall be delivered to the Recipients subject to the fact that the services of the Express Carrier, as well as its expenses incurred as part of the customs procedures, have been paid in full.

**12.2.** To receive Shipments with an Invoiced value of less than 30,000 (thirty thousand) hryvnias, the Recipient shall present to the Express Carrier any document from the List prescribed by Article 13 of the Law of Ukraine “On the Unified State Demographic Register and Documents Confirming the Citizenship of Ukraine, Certifying the Identity or its Special Status” either in documentary or electronic form (from the Diia application by scanning the bar code), namely:

- Passport of a citizen of Ukraine;
- Passport of a citizen of Ukraine for travel abroad;
- Diplomatic passport of Ukraine;
- Service passport of Ukraine;
- Seafarer's identity card;
- Crew member's identity card;
- Identity card for returning to Ukraine;
- Temporary certificate of a citizen of Ukraine;
- Driver's license;
- Stateless person's certificate for traveling abroad;
- Permanent residence permit;
- Temporary residence permit;
- Migrant card;
- Refugee certificate;
- Refugee travel document;
- Supplementary protection certificate;
- Travel document of a person granted subsidiary protection;
- Passport document of a foreigner;

**12.3.** Shipments with an Invoiced value of less than 30,000 (thirty thousand) hryvnias or the equivalent in euros intended for an individual may be picked up by this individual upon presentation of a dynamic bar code (User card) from the Mobile Application to the Express Carrier for scanning if the phone number and full name of the Recipient in the International Express Waybill match the data of the User card.

**12.4.** To receive the Shipment with the Invoiced value of 30,000 (thirty thousand) hryvnias or the equivalent in euros and more, the Recipient shall provide one of the documents according to the List prescribed by Article 13 of the Law of Ukraine “On the Unified State Demographic Register and Documents Confirming the Citizenship of Ukraine, Certifying the Identity or its Special Status”, as well as to provide the SMS code sent by the Express Carrier to the Recipient's phone number indicated in the International Express Waybill or, if the SMS code is not received, by accepting an incoming call from the Express Carrier to the Recipient's phone number.

**12.5.** In absence of documents confirming the Recipient's identity, the Express Carrier may deliver the Shipment under one of the following conditions:

- The Recipient may provide the full number of the International Express Waybill, while the sum of the Invoiced value of the Shipment, the cost of the Express Carrier's services, and customs duties is less than 5,000 (five thousand) hryvnias;

- The Recipient may provide the number of the International Express Waybill and the SMS code sent by the Express Carrier to the Recipient's phone number specified in the International Express Waybill, while the amount of the Invoiced value of the Shipment is less than 30,000 (thirty thousand) hryvnias.

**12.6.** The Express Carrier reserves the right to change the conditions of receipt of the Shipment to preserve the Shipment and/or deliver it to the proper Recipient.

**12.7.** The Express Carrier shall confirm the delivery of the Shipment by recording it in the Information System.

**12.8.** A person not specified as the Recipient may receive a Shipment with an Invoiced value of up to 30,000 (thirty thousand) hryvnias, upon presentation to the Express Carrier of an identity document, the International Express Waybill number, and:

- A power of attorney executed according to the current legislation, or

- A document confirming the degree of kinship if the individual is the Recipient's close relative. For example: a marriage certificate with the Recipient or a stamp in the passport confirming such a marriage; a birth certificate indicating the degree of kinship with the Recipient as a parent or child or a stamp in the passport confirming such kinship, or

- A document from the guardianship authorities and a document identifying the guardian/custodian of the incapacitated person who is indicated as the Recipient of the Shipment.

If the Recipient of the Shipment is a married woman and her relative's passport bears her maiden name, it is mandatory to present the marriage certificate of such a woman.

If the Recipient has died, the Shipment intended for him/her before the death may be received by a person who presents the original death certificate, a document proving the kinship with the deceased, and a document proving the identity of the person receiving the Shipment instead of the deceased to the Express Carrier.

**12.9.** To receive the Shipments, representatives of legal entities and individual entrepreneurs shall provide the Express Carrier's representative with a business user identification card. The phone number and the Recipient's full name in the International Express Waybill must match the details of the identification card. If no such card is available, the original power of attorney bearing the mandatory details according to the requirements of the Express Carrier must be provided. The power of attorney shall be provided by the representative during the first visit to the Branch and shall remain with the Express Carrier. Upon provision of a power of attorney, subsequent Shipments shall be delivered to a representative of a legal entity or individual entrepreneur upon presentation of an identity document of the representative specified in the power of attorney.

**12.10.** Shipments sent from Ukraine to the Recipients located abroad shall be delivered according to the rules determined by the foreign operator with which the Express Carrier has concluded an agreement on the exchange of International Express Shipments.

### **13. Details of providing services at the address**

**13.1.** Addressed services shall be provided subject to the peculiarities stipulated in this section.

**13.2.** Addressed services shall be provided under the following conditions:



- The User is ready to transfer the Shipment to the Express Carrier or receive it from the Express Carrier at the address during the business day or within the relevant time interval specified for the pickup or delivery, respectively;
- The representative of the Express Carrier can reach the User's address on foot;
- The Shipment has an actual or volumetric weight not exceeding 30 kg, a maximum length not exceeding 300 cm, a height not exceeding 220 cm, and a width not exceeding 170 cm. Please note that the dimensions include packaging;
- The Express Carrier does not move the Shipment inside the User's premises;
- The Express Carrier's representative staying at the User's address should not exceed 15 minutes.

**13.3.** If the Shipment is not delivered on the estimated delivery day due to the Recipient's or his/her representative's unavailability, it shall be attempted to deliver it within three calendar days. Thereafter, the Shipment shall be delivered to the Branch nearest to the Recipient's address and shall be subject to pickup at the Branch.

**13.4.** During the martial law regime, if the Shipment cannot be delivered due to the Recipient's absence at the delivery address or for other reasons beyond the Express Carrier's control, the undelivered Shipment may also be delivered to the nearest Parcel locker (if there are free lockers), and the Express Carrier shall notify the Recipient thereof by sending a text message to the Mobile Application or, in its absence, to the Recipient's mobile phone number specified in the International Express Waybill.

**13.5.** The Shipment shall be delivered only to the territory of the Recipient's household. If the Recipient's address is a residential premises in an apartment building or a non-residential premises in a structure with more than one such premises, the Shipment shall be delivered to such apartment building or structure. The Shipment shall be delivered to the door of an apartment or other non-residential premises upon ordering the additional To the Door service.

**13.6.** The Shipment shall be picked up near the territory of the Recipient's household. If the Recipient's address is a residential premises in an apartment building or a non-residential premises in a structure with more than one such premises, the Shipment shall be picked up at such apartment building or structure. The Shipment shall be picked up at the door of the apartment or other non-residential premises upon ordering the additional From the Door service.

**13.7.** If the Invoiced value of the Shipment is less than 30,000 (thirty thousand) hryvnias, the Shipment may be delivered to the person located at the address indicated in the International Express Waybill.

#### **14. Details of delivering Shipments through the Parcel locker**

**14.1.** Shipments with an actual weight of up to 20 kg, a size not exceeding 40x60x30 cm, and an Invoiced value equivalent to up to 15,000 hryvnias may be delivered through the Parcel locker. Please note that the dimensions include packaging.

**14.2.** If the Shipment fails to fit into a Parcel locker by its dimensions or if the Parcel malfunctions while placing it inside, the Shipment shall be delivered to the Branch located nearest to the Parcel locker.

**14.3.** Once the Shipment is placed at the Parcel locker, the Express Carrier shall notify the Recipient thereof by sending a message to the Mobile Application or to the Recipient's phone number specified in the International Express Waybill.

**14.4.** One can receive the Shipment at the Parcel locker subject to prepayment of the Express Carrier's services, reimbursement of customs duties to the Express Carrier, and availability of the Recipient's mobile application and authorization therein. One can connect to the Parcel locker if Bluetooth, geolocation, and mobile network functions are enabled. One can open a locker by executing commands from the mobile application interface. Once the Shipment is received, the Recipient must close the locker.

**14.5.** If the Recipient fails to pick up the Shipment from the Parcel locker within 3 calendar days following the day of placing the Shipment in the Parcel locker, the Express Carrier shall move the Shipment to the nearest Branch, unless otherwise ordered by the Sender.

**14.6.** Shipments can be delivered or sent through the Parcel locker, installed in the common area of an apartment building, only by the Users residing in apartments or using non-residential premises located in such apartment buildings.

## **15. Details of sending or delivering Shipments through pickup points**

**15.1.** Pickup points shall be used to accept or deliver prepaid Shipments with an Invoiced value of less than 15,000 hryvnias, actual or volumetric weight not exceeding 30 kg, and a maximum length of one side of the Shipment not exceeding 120 cm. Pickup points shall not be used to pick up Shipments with unpaid fees for the services of the Express Carrier, customs duties, or the Invoiced value. Shipments not delivered to the Recipients within 5 calendar days following the day of receipt at the pickup point shall be transferred by the Express Carrier to the nearest Branch.

## **16. Order and method to pay for services**

**16.1.** The Express Carrier's services shall be paid for when ordered by the Sender or another person, if stipulated by the relevant agreement. The Recipient shall reimburse the Express Carrier's expenses for customs duties and services ordered after the Shipment has been delivered to the customs territory of Ukraine. The Recipient in the country of destination shall pay the costs of the foreign Express Carrier for customs duties and services ordered after the Shipment has been delivered to the country of destination. Payment for the Express Carrier's services shall be made in the national currency at the current rates.

**16.2.** The User may pay for the Express Carrier's services at the Express Carrier's cash desks (if any) or at the cash desks or through the software interface of the NovaPay LLC, a partner payment institution, by initiating a money transfer to the Express Carrier. Money transfer terms and conditions are available on the official website of NovaPay LLC at <https://novapay.ua/>. No fee shall be charged for initiating money transfers to the Express Carrier.

**16.3.** The User as a business entity (individual entrepreneur or legal entity) may pay for the Express Carrier's services or reimburse the Express Carrier's expenses by non-cash transfer to the Express Carrier's bank account according to the terms of the agreement.

**16.4.** When sending the Shipment to certain countries specified by the Express Carrier [on the Website](#), the Sender shall be entitled to make the Recipient the payer of the services provided by the Express Carrier. If so, the Sender shall declare that before sending the Shipment, such Sender has agreed with the Recipient that the Recipient has undertaken to pay the cost of the Express Carrier's services and any other costs associated with the expedited Shipment transportation to the foreign operator that is actually responsible for the delivery of the Shipment to the Recipient. If the Recipient fails to pay the cost of the Express Carrier's services and/or any other costs associated with the expedited Shipment transportation to the foreign operator that is actually responsible for the delivery of the Shipment to such Recipient, the cost of these services and costs, as well as other costs incurred by the foreign operator and the Express Carrier, shall be charged to the Sender. The cost of the Express Carrier's services and any other expenses related to the expedited Shipment transportation shall be paid to the foreign operator that is actually responsible for the delivery of the Shipment to the Recipient in the country of destination in the currency of the country of destination.

## **17. Shipment transportation time**

**17.1.** The Express Carrier shall transport the Shipment according to the time frame specified on the Website. Shipment transportation time shall be defined separately for each type of Shipment depending on the country of destination.

**17.2.** Transportation time is indicative and cannot be regarded as clearly defined and guaranteed; it may differ from the time specified in the IEW or on the Website and may not include:

- The day of passing the Shipment for transportation;
- Holidays and days off;
- Periods of Shipment security verification;
- Terms of customs clearance of the Shipment;
- Periods of force majeure;
- Seizure of the Shipment by customs authorities, border guards, or law enforcement agencies.

**17.3.** The Express Carrier shall not be liable for failure to comply with the Shipment transportation time if such failure is caused by the User's delay in providing the necessary (additional) documents or information about the Shipment.

**17.4.** Transportation times are specified subject to delivery between the capitals of the states. For example, Kyiv - Paris.

## **18. Shipment storage period**

**18.1.** Once Documents, Parcel, and Cargo type Shipments are received for delivery to the Recipient, they shall be stored for free at the Express Carrier's branch for seven calendar days following the day of their receipt. As for Pallet type Shipments, the free storage period shall amount to three calendar days following the day of their receipt. Starting from the eighth calendar day, the storage fee for the Documents, Parcel, and Cargo type Shipments shall be charged according to the Express Carrier's rates. As for Pallet type Shipments, the storage fee shall be charged from the fourth calendar day.

**18.2.** The Shipment storage period shall be limited to thirty calendar days. Once the specified storage period expires, the Shipment shall be deemed undelivered (unclaimed).

**18.3.** Shipments not delivered by the foreign operator to the Recipients, except for those refused by the Sender, shall be returned to such Sender followed by the reimbursement from him/her of all expenses related to the return of such Shipment. Shipments refused by the Sender after they have been returned to the customs territory of Ukraine or not delivered to the Sender within the storage period specified in these Terms shall be disposed of by the Express Carrier.

Shipments not delivered by a foreign operator to the Recipient and refused by the Sender, provided that such Shipments are located in the customs territory of a foreign state, shall be disposed of by the foreign operator.

## **19. Rights, obligations, and responsibilities of the Users**

**19.1.** Before the Shipment is delivered to the Recipient, the Sender shall be entitled to submit an application on:

- Delivering the Shipment to another address (if the Express Carrier or a foreign operator delivers the Shipment to another address specified by the Sender);
- Amending the data specified in the express waybill;
- Returning the Shipment. If so, the Sender shall assume the obligation to pay the cost of transportation of the International Express Shipment to Ukraine and to complete customs procedures and pay all customs duties;
- Extending the storage period of the Shipment within the storage period determined by the Express Carrier for a fee;
- Receiving information about the Delivery of the Shipment.

**19.2.** The Sender shall also be entitled to:

- Collect the Shipment if it has not yet been sent to its destination. If so, the transportation fee paid by the Sender shall be refunded to the Sender, except for the cost of the packaging service provided;
- Refuse to receive the Shipment returned to him/her if the Shipment is partially or completely damaged and demand compensation for the damages caused;
- Request to search for the Shipment sent by him/her.

**19.3.** The Recipient shall be entitled to submit an application on:

- Extending the storage period of the Shipment within the period determined by the Express Carrier;
- Delivering the Shipment intended for him/her to another address (if the Express Carrier or a foreign operator delivers the Shipment to another address specified by the Recipient).

**19.4.** The Recipient shall also be entitled to:

- Refuse to receive the Shipment;
- Submit an application to search for the Shipment sent to him/her;
- Refuse to receive the Shipment with partially or fully damaged contents and demand compensation for the damages caused.

**19.5.** The Users' appeals (applications, claims, etc.) to the Express Carrier shall be submitted in writing at the branches of the Express Carrier, by telephone, or by submitting an electronic document through the personal account or in the mobile application of the Express Carrier. The Users' appeals shall be accepted within six months from the date of acceptance of the Shipment for transportation.

**19.6.** The Express Carrier shall not consider the appeal if:

- A person submitting the appeal is neither the Sender nor the Recipient, nor a person authorized by them;
- The deadline for filing an appeal has expired.

**19.7.** Any information about the Shipment, the Sender (name, address) shall be provided only to the Recipient or his/her legal representative upon request.

## **20. Responsibility of the Express Carrier**

**20.1.** If the Express Carrier loses or completely damages the Shipment after accepting it for transportation, the Express Carrier shall refund the cost of services paid by the User according to the relevant International Express Waybill and reimburse the amount equal to the Invoiced value of the Shipment, but not exceeding the actual cost of the contents and not exceeding the equivalent of 10,000 euros on the day the User applies for reimbursement. As for Documents type Shipments, the maximum refund amount shall not exceed twice the amount of the transportation fee.

**20.2.** If the Express Carrier partially loses or partially damages the Shipment after accepting it for transportation, the Express Carrier shall refund the cost of services paid by the user according to the relevant International Express Waybill and reimburse the user for the damage caused.

**20.3.** If, upon consideration of the claim of the individual user (except for individual entrepreneurs and non-residents of Ukraine), the Express Carrier shall independently, out of court, admit its guilt in the loss or damage to the Shipment, and shall undertake to pay the customer a fine of 29.87% of the amount of compensation in addition to the amount of compensation.

**20.4.** The amount of compensation paid by the Express Carrier to the individual user (except for an individual entrepreneur) voluntarily, out of court, upon consideration of the claim, as well as the fine, shall be considered income of such individual user as defined in subclause 164.2.14 of clause 164.2 of Article 164 of the Tax Code of Ukraine and shall be taxed upon payment according to the procedure provided by law through accrual, withholding of personal income tax, military duty, and transfer to the budget. The Express Carrier shall notify the State Tax Service of the amounts paid and taxes withheld and transferred to the budget by submitting reports according to the procedure and within the time limits stipulated by the current legislation of Ukraine.

**20.5.** The Express Carrier shall not be liable for damage to the Shipment without packaging or with the packaging not ensuring its integrity or not meeting the characteristics of the Shipment.

**20.6.** If, upon delivery of the Shipment, damaged or missing contents are found in intact (undamaged) packaging, the Sender shall be liable for such damages or missing contents in the Shipment. The Express Carrier shall not be liable for damage to the contents if the detected damage to the packaging does not match the damage to the contents.

**20.7.** The Express Carrier's liability for the safety of the Shipment shall cease from the moment of its delivery to the Recipient.

**20.8.** The Express Carrier shall not be liable for:

- Compliance with the temperature regime during transportation or storage of the Shipment;

- Indirect losses or lost profits of the user.

**20.9.** The Express Carrier shall not verify the compliance of the packaging with the characteristics of the Shipment, the requirements of current legislation and state standards.

**20.10.** The User shall, at the request of the Express Carrier, provide a document confirming the Invoiced value of the International Express Shipment that was lost, damaged, etc. If the User fails to provide such a document, the Express Carrier shall be entitled to refuse to pay the compensation.

## **21. Ensuring the Shipment's safety**

**21.1.** The Express Carrier shall ensure the Shipment's safety by:

- Taking physical security measures in branches and terminals (fencing, protection of windows, doors, gates, locking systems);
- Proper lighting of the territory;
- Ensuring the video surveillance system;
- Ensuring the security alarm system;
- Implementing fire protection measures;
- Implementing an access control system for unauthorized persons to the office premises;
- Implementing an access control system for vehicles;
- Implementing an identification system for staff and visitors;
- Recruiting and training the staff.

## **22. Information privacy protection**

**22.1.** Storing restricted information and protecting personal data of users shall be part of the Express Carrier's security system. By applying appropriate technical and organizational measures, the Express Carrier shall take all physical and technical efforts to protect personal data from loss, damage, disclosure to unauthorized persons, alteration, or misuse. The Express Carrier shall take measures to protect users' personal data, information about the contents of the Shipments, other data of the Website and Mobile Application users to the extent and in the manner specified in the Policy.

**22.2.** The Express Carrier shall keep the primary accounting documents on the provision of services for the periods specified by the current legislation of Ukraine.

**22.3.** The Express Carrier shall store hard copy and electronic documents containing personal data based on the following requirements:

Purpose	List of data	Legal basis	Storage period
Shipment transportation	Full name of the Sender or the Recipient of the Shipment, addresses of the acceptance and delivery place, telephone numbers, e-mail addresses, and other information provided by the Sender,	In the case of the Sender: (1) the execution and fulfillment of an agreement (Article 6(1)(b) GDPR); and (2) the fulfillment of a legal commitment pursuant to Article	Within 3 (three) months; upon expiration of this period, personal data shall be anonymized and archived for 3 (three) years

	<p>the Recipient, as well as the signature of the Recipient of the Shipment. Data generated by the Express Carrier: International Express Waybill number, delivery confirmation, GPS data of the delivery location</p>	<p>6(1)(c) GDPR; In the case of the Recipient of the Shipment: (1) the fulfillment of a legal commitment pursuant to Article 6(1)(c) GDPR; and (2) the legitimate interest of the Express Carrier in delivering the Shipment to the proper Recipient (identification pursuant to Article 6(1)(f) GDPR)</p>	
<p>Execution of agreements (offers)</p>	<p>For individuals accepting the agreement: full name, address, telephone number, and e-mail address. For representatives of legal entities on whose behalf the agreement is concluded (for example, employees of the enterprise): full name, position, telephone number, e-mail address, signature, and the agreement to be concluded</p>	<p>Execution and fulfillment of an agreement (Article 6(1)(b) GDPR) Our legitimate interest in executing and fulfilling an agreement with the other party to the agreement through its representative (for the purposes of executing, fulfilling, communicating, identifying, signing documents, etc.) (Article 6(1)(f) GDPR)</p>	<p>Within 3 (three) months; upon expiration of this period, personal data shall be anonymized and archived for 3 (three) years, unless there is a need to store the data for a longer period, for example, to defend legal claims</p>
<p>Making payments and keeping accounting records</p>	<p>Data specified in the accounting documents: full name, EES, contact information, bank account number, payment details, services rendered, and other information according to the accounting regulations</p>	<p>Fulfilling the legal commitment to keep proper accounting records pursuant to Article 6(1)(c) GDPR (the Law of Ukraine “On Accounting and Financial Reporting in Ukraine”)</p>	<p>Five years, unless it is required to retain data for a longer period, for example, for legal defense</p>

<p>Ensuring the security of the Shipments stored in the branches and the Company's assets (video surveillance)</p>	<p>Video data (video recording), date and time of recording</p>	<p>and the Tax Code of Ukraine)</p> <p>Legitimate interest in ensuring the security of the Shipments stored in the branches and the security of the Company's assets (clause 6 of Article 11 of the Law of Ukraine “On Personal Data Protection” and Article 6(1)(f) GDPR)</p>	<p>No longer than 30 calendar days, unless there are grounds to believe that: (1) the video recording is a footage of an administrative offense, criminal offense, or other violation of the law or a breach of labor discipline and/or professional ethics; (2) the video data is required for pre-trial or court proceedings; or (3) the request to access the video data is received before the expiration of the data retention period. In such cases, the footage must be stored for as long as required for these purposes and destroyed as soon as it is no longer needed</p>
<p>Processing inquiries, complaints, and appeals (internal administration)</p>	<p>Full name, contact details, and any other information or documents you provide to us</p>	<p>Legitimate interest in proper and prompt consideration of claims, inquiries, and requests received pursuant to clause 6 of Article 11 of the Law of Ukraine “On Personal Data Protection” and Article 6(1)(f) GDPR</p>	<p>The data shall be stored for 1 (one) year after the problem is resolved. Personal data may be stored for a longer period if it is required by the Express Carrier to defend against claims, demands, or</p>



lawsuits filed against it.