

Terms and Conditions (FBO Transition)

By authorizing Federal Express entities, its parent and affiliates (collectively "FedEx") to use the information submitted by you and apply on your behalf for access to FedEx digital tools, namely fedex.com Login Registration ("FCL") and FedEx Billing Online ("FBO"), you accept and agree to the following:

1. You are the FedEx Account holder, and/or are duly authorized to act for and on behalf of the FedEx Account holder, in relation to the FedEx Account Number provided by you (your "FedEx Account").

2. You authorize FedEx to use the information submitted by you, and perform the following for and on your behalf:

a. Register for FCL and FBO; and

b. Register and link the FCL and FBO to your FedEx Account, (Collectively, the "Registrations").

3. Upon receipt of an email from FedEx containing your FCL user ID, you agree to:

a. set your own password (through the <u>reset password feature on fedex.com</u>); and

b. log in and verify all applicable data in relation to the Registrations.

4. The Registrations are subject to processing and approval by FedEx. Upon completion of such processing, you will no longer receive paper bills for your FedEx Account by physical mail and the corresponding bills will be made available to you via FBO. Pending completion of such processing, you authorize FedEx to continue to process your bill(s) in accordance with the mandate or instructions previously given to FedEx.

5. You shall notify FedEx in writing if you do not receive the bills for your FedEx Account via FBO within 7 days of the expected date of receipt, failing which you shall be deemed to have received it.

6. In relation to this form and the Registrations, your personal data may be processed for account management, relationship management and any other legitimate business purposes as authorized by you, or as otherwise required or permitted by law. In any case where FedEx collect, transfer personal data (including across jurisdictions), or otherwise process your personal data, it is subject to appropriate safeguards, in accordance with applicable laws.

7. You shall be deemed to have read and agreed to the FedEx.com Terms of Use: <u>www.fedex.com/en-us/terms-of-use.html</u>, and the applicable FedEx privacy policy and/or privacy notice in the country or territory of your FedEx Account Number, which is supplementary to, and shall be read together with, the FedEx Global Privacy Policy and Privacy Notice, available at https://www.fedex.com/en-us/trust-center/privacy.html.

8. You represent, warrant and covenant that any information provided by you to FedEx is and shall be true, accurate and complete.

9. You shall, at your sole cost and expense, defend, indemnify and hold harmless FedEx, and its respective officers, directors, employees, agents, successors, and assigns from all claims, demands, suits, damages, costs, expenses, fines and judgments, including reasonable attorneys' fees, arising out of FedEx's use of the information provided by you.

10. These terms and conditions are governed by and construed in accordance with the laws of the country or territory of your FedEx Account.