

## TERMS AND CONDITIONS

### FEDEX ® RETAIL MEMBERSHIP

#### JAMAICA

Federal Express Jamaica Limited, domiciled in 40 Half-Way Tree Road Kingston 5, Jamaica, Kingston (hereinafter "**FedEx**") establishes the following Terms and Conditions for the "FedEx ® Retail Membership Program":

1. The "FedEx ® Retail Membership Program" will begin on June 1<sup>st</sup>, 2019 and will be valid throughout the territory of Jamaica. By participating and enrolling the customer understands that FedEx may, among other things, (i) withdraw, limit, modify, or cancel the program; (ii) change program benefits, conditions of participation, and any rules thereto; (iii) rename or redefine program elements or benefits; (iv) increase, limit or otherwise restrict the continued availability of benefits or special offers; or (v) end any of its member programs.
2. The following FedEx services participate in the "FedEx ® Retail Membership Program":

- FedEx International Priority®
- FedEx International Economy®

Note: Participating services may change without prior notification.

#### 3. REGISTRATION

"FedEx ® Retail Membership Program" registration is voluntary and free of charge. Individuals over 18 (eighteen) years old without a FedEx account and shipping using any of the participating services, paid in cash or credit/debit cards (hereinafter the "FedEx ® Retail Member").

To register in the "FedEx ® Retail Membership Program", it's necessary that the customer provides personal information that will be stored in the FedEx databases and will be used, treated and if applicable, transferred according to the Privacy Policy terms that the "FedEx ® Retail Member" may review at any time in <https://www.fedex.com/en-jm/privacy-policy.html>

By providing your personal data to FedEx and enrolling to the "FedEx ® Retail Membership Program" and by signing at the bottom of this document, you accept the Terms and Conditions of the "FedEx ® Retail Membership Program" and the Privacy Policy previously mentioned.

By signing up in the "FedEx ® Retail Membership Program", the "FedEx ® Retail Member" accepts to comply to the terms, norms, conditions and policies of the aforementioned program, which are included in this document or the future versions issued hereinafter, which shall be duly informed to the "FedEx ® Retail Members".

The "FedEx ® Retail Members" grant their express authorization to store, transmit and use of their personal data to send future promotional information, gifts, special offers or surveys (opinion and /or consumption habits), complying with Federal Express Corporation Privacy Policy. Participants, may however, request at any time, in writing, the deletion of their data in order to stop receiving the information and gifts mentioned above.

When registering for the program, the "FedEx ® Retail Member" will receive a card that identifies it as such.

Each "FedEx ® Retail Member" will be assigned a "FedEx ® Retail Membership" account, in which the amounts of shipments made at FedEx Ship Centers will be accumulated and will determine the discount category to be applied.

#### 4. REQUIREMENT TO PARTICIPATE IN THE "FEDEX ® RETAIL MEMBERSHIP PROGRAM"

- Each time the "FedEx ® Retail Member" ships using any of the services included in the PROGRAM at any FedEx Ship Center, the amount of that purchase will be registered.

- The purchase amount represented in the shipments accumulated in the account of the “FedEx ® Retail Member” account will be measured quarterly starting from the registration date or when the discount category change is made.
- The “FedEx ® Retail Membership Program” considers the following 4 Discount Categories, based on the billing amount registered each quarter by each “FedEx ® Retail Member”

<b>DISCOUNT CATEGORY</b>	<b>Minimum quarterly billing amount required *</b>	<b>DISCOUNT PERCENTAGE (For shipments)</b>
FedEx ® Retail Member	Granted at the moment of enrolling to the “FedEx ® Retail Membership Program”. Billing range up to JMD\$64120	10% (Ten percent)
FedEx ® Retail Member <b>VIP</b>	JMD \$64121	13% (Thirteen percent)
FedEx ® Retail Member <b>Premier</b>	JMD \$128372	17% (Seventeen percent)
FedEx ® Retail Member <b>Exclusive</b>	JMD\$192493	20% (Twenty percent)

- At the end of each quarter, FedEx will review the billing amount registered in that period by the “FedEx ® Retail Member” and will determine whether or not obtains the income range to move up the discount category. In case of not achieving the purchases level required in any given period, the “FedEx ® Retail Member” will fall into the previous category.

#### 4. “FEDEX ® RETAIL MEMBERSHIP PROGRAM” RESTRICTIONS

- Customers with a FedEx Account number cannot participate of the “FedEx ® Retail Membership Program”.
- FedEx reserves the right to modify at any time, these “FedEx ® Retail Membership Program” terms and conditions.
- The discount granted in each category of the “FedEx ® Retail Membership Program” can’t be purchased, sold or transferred in any way (included the death of the “FedEx ® Retail Member”, nor exchanged for cash.
- FedEx reserves the right to verify the authenticity of the data provided by the “FedEx ® Retail Member” in any moment and in case of falsehood your registration to the “FedEx ® Retail Membership Program” will be cancelled.
- The “FedEx ® Retail Membership Program” card is issued exclusively by FedEx, reserving the latter right to request its return, revoke it or cancel it at any time. Therefore, the “FedEx ® Retail Member” expressly waives the right to take any action on this regard. the “FedEx ® Retail Membership” is non-transferable and its use is regulated by these terms and conditions. The “FedEx ® Retail Member” assumes responsibility for the use that is given to the card/membership assigned to him.
- FedEx reserves the right to temporarily suspend or permanently cancel the “FedEx ® Retail Membership Program” to any “FedEx ® Retail Member” due to the breach of these terms and conditions or by the best interest of the “FedEx ® Retail Member”. Written notification 24 hours in advance to the “FedEx ® Retail Member”. Temporary suspension will result in the disqualification for a certain period of time, at the discretion of FedEx, of the account of the “FedEx ® Retail Membership” assigned, for which the “FedEx ® Retail Member” will not be able to do so during the term: register shipments, make use of the discount assigned to him and the general suspension of all benefits granted by the “FedEx ® Retail Membership Program”.
- Dollar conversions to Jamaican dollars will be based on the exchange rate published by the country’s central bank or included in the oanda.com website on the date of registration of the shipments.
- Each purchase will be credited to the “FedEx ® Retail Member” account once the shipment has been delivered by the recipient and that delivery is registered in FedEx tracking system.
- Shipments rejected will be labeled as INVALID in the shipping history of the “FedEx ® Retail Member” and will not be registered for the quarter.
- If the “FedEx ® Retail Member” obtains a FedEx account will lose the “FedEx ® Retail Membership Program” benefits.
- FedEx employees or its subsidiaries or related companies, or their family members up to and including third degree may not participate of the “FedEx ® Retail Membership Program”.

- FedEx reserves the right to restrict the “FedEx ® Retail Membership Program” accumulations with other promotions.
- The amount of each registered shipment, as well as the percentage discount category will be applied before collecting the corresponding Value Added Tax.
- The “FedEx ® Retail Member” who does not generate account movements in the “FedEx ® Retail Membership Program” for a 12 consecutive months after his enrollment date, will be removed from it.
- The “FedEx ® Retail Member” must notify directly at any FedEx Ship Center any changes on his address, telephone and / or email in order to receive all the information related to its registration to the “FedEx ® Retail Membership Program” and the movements made in the “FedEx ® Retail Membership Program” account. As long as the “FedEx ® Retail Member” does not give notices of the changes in the aforementioned data, the communications made with the registered data will have their effects.
- FedEx will not be responsible for data that has not been correctly registered in the servers, due to failures in the system or force majeure.
- The “FedEx ® Retail Membership Program” complies with each and every one of the applicable government requirements, regulations and dispositions.
- For any clarification or information regarding the “FedEx ® Retail Membership Program”, contact our Call Center at 1. 888.GO. FEDEX (1.888.463.3339)