



ZipX Account Application Form

Personal Information

Caps Trader ID #: _____
Title: _____
First Name: _____ Last Name: _____
Middle Initial: _____
Company Name: _____
Home Phone: _____ Home Fax: _____
Home E-Mail: _____ Cellular: _____
Work Phone: _____ Work E-Mail: _____

Billing and Mailing Address

House/Company Name: _____
House #: _____
Road/Street: _____ Apartment #: _____
City/Parish: _____ Suite #: _____
Postal Code: _____

Credit/Debit Information

Type of Card: _____ Name on Card: _____
Card #: _____ Expiry Date: _____

Second Credit/Debit Card Information

Type of Card: _____ Name on Card: _____
Card #: _____ Expiry Date: _____

Delivery Address*

House Name: _____ House #: _____
Road/Street: _____ Apartment #: _____
Floor #: _____
Trim Color: _____ City/Parish: _____
Shutter Color: _____ Postal Code: _____
House Color: _____ Location of Mailbox: _____

** If different from Mailing/Billing Address*

Delivery

You may choose to have both mail and packages delivered to your business/home address. IBC will make one (1) attempt to deliver your mail/packages between 8:00am and 6:00pm

Monday - Friday. If no one is present to receive packages, a note will be left to advise you of a failed delivery attempt. Your packages will then be brought back to our Hamilton facility where you may collect them or make arrangements to have the packages delivered and be charged normal delivery rates. Mail will be delivered regardless and will be left at your door whether or not anyone is there to receive it.

As most deliveries are made during the daytime hours, you may wish to receive your deliveries at your place of employment. *(N.B. Notice of any change in delivery address must be given in writing to IBC.)*

The Hours of Express Center are Monday – Friday, 8:00am to 6:00pm and Saturdays, 9:00am to 12:00 noon.

Please indicate which delivery method you would prefer: _____

Special Instructions

I.E. Directions to delivery address from main road, license plate number of vehicles in proximity to delivery address. If no one is available to sign for delivery, can parcel be left in a secure location? If so, please list details.

By submitting this application, I, the undersigned, agree to the terms and conditions of the ZipX service and our rates which may be amended from time-to-time.

Signed: _____ Date: _____

To submit this form please fax it to 296-2003

or

Drop it off at our ZipX Express Centre:

Dallas Building, 10 Park Road, Hamilton HM 11, Bermuda

Terms & Conditions

1. *Ownership of the Foreign Shipping/Mailing Address*

The actual shipping address/ mailing address is the property of IBC and not the customer

2. *Access to the Shipping/Mailing Address*

Access to the Shipping/Mailing address (hereinafter collectively referred to as "shipping address") is restricted solely to IBC personnel. The customer is not permitted physical access to the said shipping address and is only permitted to have packages/mail (hereinafter collectively referred to as "mail") sent to the shipping address and to receive the said mail via the delivery services of IBC.

3. *Prohibited Mail*

The customer shall not use or permit the shipping address to be used for the purposes of sending, delivering or storing items of unusual intrinsic value such as cash, negotiable securities, jewellery, furs and the like.

The customer agrees to use the shipping address service only for lawful purposes.

4. *Limitation of Liability*

- (a) IBC will not be liable for any loss of or damage to any mail from suppliers or vendors before they arrive and are signed for at the shipping address.
- (b) Except as otherwise provided for in Paragraph 5 below, whilst the mail is in the possession of IBC or IBC's agents, IBC will not be liable for loss or damage of any kind.
- (c) Without restricting the generality of the foregoing, IBC shall not be liable for;
 - (i) Lost, damaged or misdelivered mail;
 - (ii) Delays in the delivery of the mail;
 - (iii) Consequential loss, such as loss of income, interest or business investment opportunities as a result of lost, damaged, destroyed or misdelivered mail; or as a result of delays in the delivery of the mail; or as a result of the negligence of IBC.

5. *Compensation*

It is agreed that the total liability of IBC shall be limited, in any event, to the sum of \$100.00. In addition, IBC provides insurance coverage for shipments with a value not exceeding \$5000.00. In the event that lost or damaged mail exceeds the \$100 provided for by IBC, it is the customer's responsibility to file any claim with IBC in writing so that IBC can seek indemnification from the insurance company on the customer's behalf. Separate insurance arrangements must be made by the customer for shipments over a value of \$5000.00. If shipments arrive damaged, they will be inspected for adequate packaging consistent with the type of merchandise being sent. If, in IBC's opinion, packaging is not adequate, insurance coverage may be revoked for that shipment.

6. *Time Limit for Claims*

IBC shall not be liable to pay any compensation per paragraph 5 hereof, to the customer unless written claims are made within the following time frames, dependent upon the nature of the claim:

- (a) 14 days of the delivery of the customers mail claimed to be received damaged

(b) 28 days of arrival of the goods into the Zipx shipping address as evidenced by a proof of delivery at the Zipx shipping address if a claim for loss is being made.

7. *Taxes, Customs Duties, Customs Clearance*

Charges & Exchange Rates

(a) The customer agrees to pay all taxes and Customs duties imposed by the Government of Bermuda, the Government of the United States, the Government of Canada and the Government of the United Kingdom or any other government or country in respect of the customer's mail or goods.

(b) The customer agrees to pay any Customs clearance charges imposed by IBC or their agents in respect of the customer's mail.

(c) IBC reserves the right to adjust its charges to reflect any significant fluctuation in the exchange rates and the customer agrees to pay any such additional charges in respect of the customer's mail.

8. *Collection of Packages*

Packages received by IBC and not collected within 90 days, when the customer has been notified of the package arrival, will be disposed of by IBC without liability to reimburse for the charges associated with those packages.

9. *Payment for Services*

(a) The customer authorizes IBC to charge his/her credit/debit card for all charges associated with the Zipx service including membership, shipping charges, Customs duties and any other charges arising from use of this service. (No separate Bermuda Air Express \$7.00 terminal handling fee or Customs clearance charge will be shown on your billing ticket. These charges are included in your 1st pound rate.)

(b) The customer agrees to pay IBC for the personal forwarding service even though the mail received may have been unsolicited by the customer (e.g. junk mail), may have been received in a damaged condition or fails to correspond with the items the customer ordered.

(c) Shipping rates are subject to change without notice.

(d) In the event that payment is not received in accordance with its terms, IBC may, as an option, turn the outstanding account over to an attorney or collection agency for collection and there shall be added to the amount due, the attorney's fees or collection agency's charges.

10. *Jurisdiction*

The proper forum and jurisdiction for any and all legal action that result from this agreement or the services provided by IBC shall be Bermuda.