

Pitney Bowes Global Trade Solutions Terms & Conditions

Pitney Bowes Global Trade Solutions welcomes you to dutycalculator.com and its related pages (collectively, the “**Website**”, and for the sake of clarity, includes a page on the internet, mobile app, tablet app, or similar concepts). Pitney Bowes Global Trade Solutions’ legal name is “Borderfree UK Limited” (f/k/a Bundle Tech Limited) and our registered address is at Building 5 Trident Place, Hatfield Business Park, Mosquito Way, Hatfield, Hertfordshire AL10 9UJ, United Kingdom (Company No. 6777781; VAT No. GB 946 0077 23) (“**GTS**”, “**we**”, “**us**”, “**our**”).

By visiting the Website and/or using its Services or Content, you are agreeing that such visit and/or use is bound by the terms & conditions (“**T&Cs**”) set forth herein. “**Services**” means the services made available on or from the Website. We brand our Services “Pitney Bowes Global Trade Solutions”. “**Content**” means the content of the Services and the Website, including all results and other items presented and generated by the Services and the Website, and any API Keys, explanations or documentation of or related to those items. “**Licensed Items**” means, collectively, the Website, the Service and Content. Please read these T&Cs carefully before using the Website, providing your account details on the Website, and/or using any of the Licensed Items.

1. INTRODUCTION

1.1 You may access many areas of the Website without providing your account details to us. Certain Licensed Items are only available from the Website if you provide your account details and/or pay a fee.

1.2 By accessing any part of the Website, you shall be deemed to have accepted these T&Cs in full.

1.3 GTS may revise these T&Cs at any time. You should check the Website from time to time to review the then current T&Cs because they are binding on you. Certain provisions of these T&Cs may be superseded or added to by terms located on particular pages of the Website or terms associated with new Licensed Items. These T&Cs were last updated on June 20, 2016.

2. WHAT GTS PROVIDES TO YOU

2.1 GTS makes available to you the Website and in some instances, subject to you providing account details and payment, certain Licensed Items.

2.2 GTS does not provide professional tax advice or opinions. Any Licensed Items that may be provided to you or used by you may not be appropriate for your specific circumstances. Whilst GTS has a rigorous quality assurance process and strives to provide Content that is accurate, it is often wholly dependent upon the accuracy of third-party sources and the timely updating of those sources by third parties in providing you with accurate Content. As such, we recommend that you confirm the accuracy of any Content and seek the assistance of tax and/or accountancy professionals in ensuring that the Content and the Services are suitable for each situation for which you need them.

3. WHAT YOU ARE LICENSED TO DO & WHO MAY SIGN UP FOR AN ACCOUNT AND USE THE LICENSE ITEMS

3.1 For the Term, so long as any account you may have is in good standing (and there are no disputes about it), any payments owed have been paid, and you have not at any time breached any obligations in these T&Cs, GTS grants you a non-exclusive, personal (meaning only to you, and to no one else in your company, third party companies or any other person or entity), non-sublicensable, and non-transferable license (the “**License**”) to use the following:

(a) GTS' trade and service marks, i.e., “Pitney Bowes Global Trade Solutions”, “PB Global Trade Solutions”, and “DutyCalculator” as they are used on the Website (the “**GTS Brand Features**”), but only for placing a link on your website to the Website and subject to the conditions set out in 13.2 and otherwise herein.

(b) Licensed Items for Permitted Uses. “**Permitted Uses**” means only one-time computations, classifications, information and/or data made or provided in a given session after you enter your username, password, and/or API key, where you do not use or reuse the computations, classifications, information data and/or other items made, provided or generated thereby (“**Data**”) after that one-time use, do not use the Data for the purpose of collecting data, caching data, creating a database, or otherwise, and do not use it for any other purpose (including without limitation any uses prohibited hereunder).

3.2 Any license or rights not expressly granted in these T&Cs are reserved to GTS.

3.3 For the sake of clarity, the licenses granted to you in this section do not permit you to share your username, password, and/or API key with any other person or with multiple users on a network or otherwise. Sharing your username, password, and/or API key with any other person or with multiple users on a network for any purpose shall be deemed to be a breach of these T&Cs and shall give GTS the right to terminate these T&Cs with immediate effect.

3.4 Should you use a username, password, and/or API key to access the Licensed Items from more than three devices in a given 30-day period, GTS reserves the right to suspend your account, require you to register additional users on your account, create additional accounts for additional users, upgrade your account to reflect your usage of the Licensed Items, and/or terminate these T&Cs with immediate effect. Failure to abide by such requirements shall be deemed to be a breach of these T&Cs and shall give GTS the right to terminate these T&Cs with immediate effect.

3.5 The person that signs up for the account is the person to whom the License is being granted. If that person wants Licenses for additional users, that person will need to notify GTS of the users' names and companies. If GTS grants Licenses to those additional users, those users will need to agree to these T&Cs, and by use of any of the License Items will hereby indicate such agreement.

3.6 Notwithstanding anything to the contrary in these T&Cs, GTS reserves the right not to allow anyone or any entity sign up for any account, add any additional Licenses to an existing account, or use any Licensed Items in its sole discretion for any reason.

4. WHAT YOU MUST DO

4.1 You shall:

- (a) provide true, accurate, current, and complete information about yourself and/or your organization as applicable when providing your account details, not open up more than one account at the same time, and not open up an account under a different name than you have in the past;
- (b) maintain the security of any password and/or API key that is provided to you and not reveal it to anyone else;
- (c) comply with any security and administrative regulations notified to you by GTS;
- (d) be responsible for all activities that occur on your account and notify us immediately of any unauthorized use or other security breach of which you become aware; and
- (e) comply with all applicable laws in your use of the Licensed Items and ensure that your use of the Licensed Items is undertaken in a responsible manner and not in a way that might damage our name or reputation or that of any of our affiliates, including any of the Pitney Bowes Group Companies.

4.2 We reserve the right to terminate your account with us and suspend your use of the Licensed Items at any time and with immediate effect if in our opinion you are in breach of these T&Cs or if you fail to comply with any of the above matters set out in clause 4.1.

5. WHAT YOU MUST NOT DO

5.1 You shall not:

- (a) post or transmit to or from the Website anything that is technically or otherwise harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious software or harmful data);
- (b) misuse the Licensed Items (including, without limitation, by hacking);
- (c) frame or use any framing techniques to enclose the Website, or any part of it, or any web page from which any of the Licensed Items are accessible;
- (d) cache any part of the Licensed Items;
- (e) take any action that in GTS' sole discretion places an unreasonable or disproportionately large load on GTS' servers or other infrastructure;
- (f) use any robot, bot, rover, spider, scraper, data mining device, or other automatic device, system, process, or means to access the Licensed Items;
- (g) use the Licensed Items in any way that may cause, or be likely to cause, access to or use of the Licensed Items to be (for you, GTS, or for any person or entity) interrupted, damaged, or impaired in any way;

- (h) distribute, sell, supply, modify, alter, adapt, translate, amend, incorporate, merge, or otherwise change the Licensed Items;
- (i) attempt to decompile, reverse engineer, or otherwise disassemble any of the Licensed Items (except to the extent allowed by law);
- (j) attempt to copy or decrypt any of the Licensed Items;
- (k) create any derivative works of any of the Licensed Items;
- (l) use the Licensed Items to create a database independent of the Licensed Items;
- (m) redistribute, encumber, sell, rent, lease, transfer, or otherwise use any of the Licensed Items;
- (n) attempt to gain unauthorised access to the Licensed Items or GTS' servers;
- (o) probe, scan, or test the vulnerability of the Website or any network connected to the Website, or breach the security or authentication measures on the Website or any network connected to the Website;
- (p) modify or remove any copyright and/or other intellectual property notices or watermarks on any of the Licensed Items; or
- (q) use the Licensed Items to create any content, services, or websites that, in GTS' sole discretion, are deemed to be similar to or that could or would compete with GTS, its current and future ultimate parent company, and any of that parent company's subsidiaries and affiliates (collectively, "**Pitney Bowes Group Companies**").

5.2 Doing any of the above shall be deemed to be a breach of these T&Cs and shall give GTS the right to terminate these T&Cs with immediate effect.

6. GUARANTEED DDP SERVICE

6.1 The Guaranteed DDP Service ("**Guaranteed DDP Service**") is a service whereby GTS, subject to the terms set forth herein, will be responsible for any variance between the duty and taxes that we estimate for commodities that you wish to ship ("**Estimated D&T**") with a third party logistics provider ("**Logistics Provider**") and the actual duty and taxes that the Logistics Provider pays to the relevant customs and duty authorities when importing your commodities into the country of destination ("**D&T**").

6.2 When using the Guaranteed DDP Service, you are contracting with the Logistics Provider for the shipment of your commodities. GTS will facilitate the placing of your shipment with the Logistics Provider through the Website or via API, but GTS is not a party to that shipment. Rather, subject to the Conditions as defined below, GTS will agree to be invoiced directly by the Logistics Provider for the D&T ("**D&T Invoice**"). In order to use the Guaranteed DDP Service, you must have a pre-existing account with the Logistics Provider. Your shipment with the Logistics Provider is subject to the terms and conditions of that pre-existing account with the Logistics Provider, and GTS is not an agent, partner, party to a joint venture, or otherwise affiliated with the Logistics Provider. In no event will GTS be responsible for any disputes, claims, or complaints relating to services that the Logistics Provider provides you with for the shipment of your commodities including but not limited to loss, damage, or delays.

6.3 Using your account information with the Logistics Provider, you will be prompted to create a shipper profile. GTS will then ask you for information relevant to the commodities that you would like to ship (“**Commodity Information**”) and you will use our online classification tools to classify the commodities (“**Commodity Classification**”). Using the Commodity Classification and the Commodity Information, GTS will calculate the Estimated D&T. You are obligated to provide GTS with complete and accurate Commodity Information and a complete and accurate Commodity Classification. When using the GTS API, you will provide the Commodity Information to GTS, and GTS will create the Commodity Classification. Based on the Commodity Classification, the Commodity Information, and the address to which you would like the Logistics Provider to ship the commodities, GTS will gather shipment options and rates from the Logistics Provider and display them to you. You will then select the desired shipment option.

6.4 Before GTS places your shipment with the Logistics Provider, we will calculate the Estimated D&T based on the Commodity Classification and display the fee that GTS will charge you for the Guaranteed DDP Service (“**GDDP Fee**”). Once you confirm that this information is correct and acceptable, you will pay GTS for the Estimated D&T and the GDDP Fee. GTS will then place your shipment with the Logistics Provider. The Logistics Provider will directly charge you for all fees associated with the cost of the shipment other than the D&T (“**Transportation Fees**”) through your account with the Logistics Provider. In the event that the Logistics Provider includes any Transportation Fees in the D&T Invoice, GTS will invoice you directly for such Transportation Fees.

6.5 After you have paid GTS for the Estimated DDP and the GDDP Fee, GTS will generate shipping documents for you, and GTS will also provide you with the shipping label that the Logistics Provider has generated for you. You must affix this shipping label to your parcel and tender the parcel along with the shipping documents to the Logistics Provider within seven (7) calendar days (“**Time Limit**”) from the date on which GTS provides them to you.

6.6 Once the Logistics Provider has shipped your commodities and cleared customs, the Logistics Provider will charge you for the Transportation Fees and the Logistics Provider will send the D&T Invoice to GTS. While GTS shall be responsible for paying the D&T Invoice to the Logistics Provider subject to the Conditions as defined below, in no event will GTS be responsible for remitting the D&T to the relevant customs or revenue authorities.

6.7 After receiving the D&T Invoice, GTS will pay the Logistics Provider the amount of the D&T even if it is different from the Estimated D&T subject to the following conditions (“**Conditions**”):

- (a) You have not misrepresented or misclassified the commodities in your shipment or otherwise failed to provide sufficient and accurate Commodity Information or an accurate Commodity Classification affecting the Estimated D&T, which GTS shall determine in its sole discretion.
- (b) You have tendered your shipment to the Logistics Provider within the Time Limit.
- (c) Additional costs have not been incurred because of your failure to get any licenses, permits, or other documents necessary to effect your shipment.

6.8 In the event GTS determines in its sole discretion that any of the Conditions have not been met, you will be responsible for paying the amount of the D&T Invoice to GTS regardless of the Estimated D&T. GTS may also, in its sole discretion, pass on to you any actual costs that GTS may incur in connection with your failure to meet the Conditions. In the event that you exceed the Time Limit, GTS will cancel your shipment with the Logistics Provider and refund you the Estimated D&T. You shall not be entitled to a refund of the GDDP Fee in the event that you

exceed the Time Limit.

6.9 Your agreement to these T&Cs constitutes your consent to GTS contacting the Logistics Provider in order to place your shipment with the Logistics Provider, cancel your shipment in the event that you exceed the Time Limit, and/or investigate and dispute the D&T Invoice with the Logistics Provider as applicable. Willful misrepresentation and/or misclassification of the commodities that you have tendered to the Logistics Provider or the intentional provision of inaccurate Commodity Information or an inaccurate Commodity Classification, as determined by GTS in its sole discretion, shall be deemed to be a breach of these T&Cs and shall give GTS the right to terminate these T&Cs with immediate effect.

7. REGISTRATION, PAYMENT AND YOUR USE OF THE LICENSED ITEMS

7.1 By providing your account details, you are registering with GTS for a single user only. As discussed elsewhere in these T&Cs, GTS does not permit you to share your username, password, and/or API key with any other person or with multiple users on a network.

7.2 You are entirely responsible for all activities that occur under your account. You shall notify GTS immediately of any unauthorised use of your account. None of the Pitney Bowes Group Companies shall be liable for any loss or damages that you may incur as a result of someone else using your password, API key, or account, either with or without your knowledge.

7.3 You shall pay GTS the sums stipulated on the Website when you register with us or as may be otherwise notified to you from time to time (or otherwise agreed by you and GTS in writing and signed by both you and us) for the services ordered by you. VAT, if applicable, shall be paid in addition. GTS reserves the right to discontinue or modify any discounts or promotions at any time without notice.

7.4 If payment is not made when due, GTS may charge interest at the rate of 2% per annum above the prevailing base rate of Barclays Bank PLC from the due date until the date of actual payment, whether before or after judgment.

7.5 You acknowledge and agree that any account, credit card, and related billing and payment information that you provide to GTS may be shared by GTS with companies who work on GTS' behalf solely for the purpose of performing credit checks, effecting payment to GTS, collecting debts owed to GTS, and/or servicing your account.

7.6 For the sake of clarity, the Permitted Uses require that any Data be paid for once and used only once. Unless it is objectively verifiable that such data or other information has been generated by a third-party source that does use the Licensed Items, you shall be obligated to return to the Website and regenerate the Data and make the payment therefore as defined in 7.3, above. Reuse of the Data for the purposes of caching, filling a database, or other similar uses shall be deemed a breach of these T&Cs.

7.7 By providing your account and corporate name and other details, you consent to use of your company name and logo by any of the Pitney Bowes Group Companies' customer lists, marketing materials, and websites. This license shall survive the termination of these T&Cs (but only to refer to events during the Term, e.g., a "former client").

7.8 On creation of an account with GTS, you shall provide true and accurate credit card/PayPal/billing information. You shall ensure that you have sufficient funds in the relevant account to pay all sums due under these T&Cs when they are due to be paid.

7.9 In the event of billing disputes, GTS reserves the right in its sole discretion to apply credits to future sums due rather than refunds against past payments.

7.10 If you breach any of the terms in these T&Cs, your license to use the Licensed Items shall automatically terminate. In addition, without prejudice to any other rights or remedies that GTS may have, in such circumstances, GTS shall have the right to block, restrict, disable, suspend or terminate your access to all or any part of the Licensed Items at any time in its discretion without liability to you.

8. TERM AND TERMINATION

8.1 The term (“**Term**”) of these T&Cs (including any licenses granted hereunder) shall be effective from when you first use any of the Licensed Items and shall continue in effect until and unless terminated in accordance with the terms herein or until and upon the cancellation of your registration.

8.2 Notwithstanding anything else in these T&Cs, you or GTS may terminate these T&Cs with immediate effect at any time and for any reason whatsoever.

8.3 If either you or we terminate these T&Cs, we will refund to you the prorated unused portion of any money you have already paid.

8.4 For the sake of clarity (and not by way of limitation), GTS reserves the right at any time to review your usage of the Licensed Items, including the Services, and suspend or terminate (at GTS’ sole discretion) your account if it appears to us that your usage appears abnormal or suspicious. GTS will contact you after it investigates to discuss your usage, and if GTS, in its sole opinion accepts the explanation, GTS will reinstate your account. If GTS does not accept your explanation or if you fail to respond to GTS’ requests to discuss, your account will be terminated.

9. ACCESSIBILITY OF THE LICENSED ITEMS

9.1 While GTS endeavours to ensure that the Licensed Items are available 24 hours a day, we cannot guarantee the continuous, uninterrupted or error-free operability of any of the Licensed Items. A record of the Website’s response times and uptime can be found [here](#).

9.2 Access to the Licensed Items may be suspended temporarily or otherwise not available, without notice, in the case of system failure, for reasons beyond GTS’ control, or for maintenance, updates, or repair.

9.3 GTS reserves the right at any time and from time to time to modify, suspend, or discontinue, temporarily or permanently, any of the Services (including the prices thereof). You agree that GTS shall not be liable to you or to any third party for any such modification, suspension, or discontinuance of any of the Licensed Items.

10. YOUR PRIVACY AND OUR USE OF COOKIES

10.1 GTS is committed to respecting your privacy and the privacy of all individuals using the Licensed Items. More information regarding how GTS may use your personal data, including its use of cookies, can be found in GTS’ privacy policy at http://www.dutycalculator.com/help_center/privacy-policy/.

11. INTELLECTUAL PROPERTY

11.1 Nothing in these T&Cs shall give you any Intellectual Property Rights in any of the Licensed Items, and you hereby acknowledge and agree that all such Intellectual Property Rights shall remain vested in GTS or its licensors. You further acknowledge that you do not acquire any ownership rights by downloading and/or accessing the content of any Licensed Items. “**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. You grant GTS and all of the Pitney Bowes Group Companies, an exclusive, perpetual, sublicensable, and transferrable license to use the data that you provide to GTS for any reason. This license shall survive the termination of these T&Cs.

12. CONFIDENTIALITY

12.1 The recipient of any confidential information will not disclose that confidential information, except to employees and/or professional advisors who need to know it and who have agreed in writing through non-disclosure language in applicable written agreements to keep it confidential. The recipient will ensure that those people and entities: (a) use such confidential information only to exercise rights and fulfill obligations under these T&Cs, and (b) keep such confidential information confidential. The recipient may also disclose confidential information when required by law after giving reasonable notice to the discloser, such notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order, or similar remedies or relief prior to disclosure.

12.2 Nothing in this clause 12 shall prevent GTS from disclosing the information to any Pitney Bowes Group Companies.

13. LINKS TO AND FROM OTHER WEBSITES

13.1 Links to third-party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. GTS has not reviewed these third-party websites and does not control and is not responsible for these websites, their services, their content, or their availability. GTS does not endorse or make any representations about third-party websites, or any material found on third-party websites, or any results that may be obtained from using third-party websites. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

13.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page (and only the home page) of the Website, and subject to the following conditions:

(a) you do not remove, distort, or otherwise alter the size or appearance of the GTS Brand Features;

(b) you do not create a frame or any other browser or border environment around the Website;

(c) you do not in any way imply that any of the GTS or any of the Pitney Bowes Group Companies is your partner, affiliate, associate, or is in any way connected to you, or endorses any products, services, or contents other than its own;

(d) you do not anywhere misrepresent your relationship with any of GTS or the Pitney Bowes Group Companies, nor present any false or negative information about any of GTS or the Pitney Bowes Group Companies or otherwise put any of GTS or the Pitney Bowes Group Companies in a negative light (which shall be judged by GTS in its sole discretion);

(e) you do not otherwise use any GTS Brand Features;

(f) you do not link from a website that is not owned by you; and

(g) your website does not contain anything that is distasteful, offensive, controversial (all which shall be judged by GTS in its sole discretion), or infringes any intellectual property rights or other rights of any other person or does not comply with all applicable laws and regulations.

13.3 GTS expressly reserves the right to revoke the benefit referred to in clause 13.2 for at any time and for any reason, and you must stop all use immediately thereafter.

13.4 You shall fully indemnify GTS and each of the Pitney Bowes Group Companies for any loss or damage suffered by any of the Pitney Bowes Group Companies for a breach of clause 13.2.

14. DISCLAIMER

14.1 While GTS endeavours to ensure that the Licensed Items are accurate, GTS does not make or give any representation or warranty as to the accuracy or completeness, correctness, reliability, integrity, quality, fitness for purpose, or originality of any of the Licensed Items; and to the fullest extent permitted by the law, all implied warranties, conditions, or other terms of any kind are hereby excluded, and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Licensed Items and/or relying on any of the content of the Licensed Items. GTS may make changes to the Licensed Items or to the prices, payable by you, of the Licensed Items at any time without notice.

14.2 The Licensed Items are provided "as is" without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, GTS provides you with the Licensed Items on the basis that GTS and its licensors exclude all representations, warranties, conditions, and other terms (including, without limitation, conditions implied by law with respect to satisfactory quality, fitness for purpose, and the use of reasonable care and skill) which, but for these T&Cs, might otherwise be relevant to the Licensed Items.

14.3 We cannot and do not guarantee that any of the content of the Licensed Items will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT Security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to their safety and reliability of content.

15. INDEMNITY

15.1 You hereby agree to indemnify GTS and all other Pitney Bowes Group Companies and its licensors against any loss, damages, costs, or expenses awarded against or incurred by any of them as a result of any claim or threatened claim (including any claim or threatened claim by a third party) arising out of or related to any breach or alleged breach by you of any of these T&Cs or your alleged or actual infringement of any Intellectual Property Rights, whether yours, ours, or a third party's.

16. LIABILITY

16.1 Nothing in these T&Cs shall exclude or limit either your or GTS' liability for:

- (a) death or personal injury resulting from the negligence of the other or their servants, agents, or employees;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of any implied condition as to title or quiet enjoyment.

16.2 Save to the extent that these terms and conditions state otherwise, nothing in these T&Cs shall exclude or limit either party's liability for breach of clause 15 (Indemnity).

16.3 Subject to clauses 16.1 and 16.2, neither you nor GTS nor any Pitney Bowes Group Companies shall be liable in contract, tort (including, without limitation, negligence), pre-contract, or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with these T&Cs for:

- (a) any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services, or content);
- (b) any loss of goodwill or reputation; or
- (c) any special, indirect, or consequential losses;

in any case, whether or not such losses were within the contemplation of you and any of GTS and/or the Pitney Bowes Group Companies at the date of these T&Cs, suffered or incurred by you or any of GTS and/or the Pitney Bowes Group Companies arising out of or in connection with the provisions of, or any matter under, these T&Cs.

16.4 Subject to clauses 16.1, 16.2 and 16.3, each party's total liability (and for the sake of clarity all of the Pitney Bowes Group Companies' collective liability) in relation to all events or series of connected events occurring under this Agreement (and whether the liability arises because of breach of contract, negligence, or for any other reason) shall be limited to the amount of revenue received by GTS from you in the 12-month period immediately prior to the first event allegedly giving rise to the liability.

16.5 If your use of the Licensed Items results in the need for servicing, repair, or correction of equipment, software, or data, you assume all costs thereof.

17. COPYRIGHTS

17.1 All content included in or on the Licensed Items, such as text, graphics, logos, button

icons, images, audio clips, digital downloads, data compilations, and software, is the property of GTS or its licensors and is protected by applicable law. The software and compilation of all Licensed Items is the exclusive property of GTS or its licensors and is protected by applicable law.

18. TRADEMARKS

18.1 Pitney Bowes Global Trade Solutions, PB Global Trade Solutions, DutyCalculator, Borderfree, dutycalculator.com, borderfree.com, BundleTech, bundletech.com, FiftyOne, fiftyone.com, E4X and e4x.com, and other Website graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of GTS or one of the Pitney Bowes Group Companies or its licensors in the United Kingdom and/or other countries. Said trademarks and trade dress may not be used in connection with any product or service that is not GTS' or any of the Pitney Bowes Group Companies', in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits any of the Pitney Bowes Group Companies. All other trademarks not owned by GTS and/or one of the Pitney Bowes Group Companies that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by GTS.

19. MISCELLANEOUS

19.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control.

19.2 The invalidity, illegality, or unenforceability of any provision of these T&Cs shall not affect or impact the continuation in force of the remainder of these T&Cs.

19.3 You may not assign or otherwise transfer your rights or delegate your obligations under these T&Cs, in whole or in part, without the prior written consent of GTS.

19.4 GTS may sub-contract, assign, transfer, or delegate any of its obligations or rights under these T&Cs in whole or in part at its sole discretion.

19.5 These T&Cs constitute the entire agreement between you and GTS and supersede and extinguish all previous drafts, agreements, arrangements, and understandings between us, whether written or oral, relating to its subject matter.

19.6 Any notices to be sent under these T&Cs shall be sent (if to you) by email to the email address you provide us upon registration and (if to GTS) by first-class post or a prepaid next working day delivery service that provides proof of delivery to the address stated at the beginning of these T&Cs.

19.7 Both you and GTS agree that none of the Pitney Bowes Group Companies shall have any remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these T&Cs.

19.8 These T&Cs shall be governed by and construed in accordance with English law. Disputes arising out of or relating to these T&Cs shall be subject to the exclusive jurisdiction of the English courts. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

20. CONTACTING US

Please submit any questions you have about these terms and conditions or any problems concerning the website by email to support@dutycalculator.com. You may also visit the European Commission's Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>.