POLICY OF INTERACTION WITH DHL INFORMATION SYSTEMS

This policy shall govern all the issues connected with the Service developed by DHL and transferred to the User in the course of fulfilling the obligations under the agreement with the User. Should the need arise, DHL may change this Policy.

1. DEFINITIONS

1.1 "User" means a person or party who uses the Service as DHL fulfills its obligations under the agreement with the Service User.

1.2 "Interface" means an aggregate of means, methods and rules of interaction between information systems.

1.3 "Operational Environment" means software and hardware developed by DHL and used for execution of the Agreement.

1.4 "Request" means a set of data transferred via the Interface.

1.5 "Toolkit" means a package of tools and documents necessary to use the Service.

1.6 "Service" means a process of using the interface developed by DHL for data transfer between the information systems of DHL and the third party.

1.7 "Application" means any specific software used in the course of the Service usage.

1.8 "DHL" means AO DHL International or any other company of Deutsche Post DHL group holding exclusive rights of the Interface.

1.9 "Agreement" means a logistics service agreement (including transportation, storage and other similar agreements) between DHL and the User and specifying a Service as a condition for fulfillment of contractual obligations.

2. USER'S GUARANTEES

2.1 The User guarantees and warrants that the Toolkit transferred by DHL and including all the things the User may need in order to use the Service and any component of such Toolkit is individual and shall not be transferred to the third parties without prior written consent of DHL.

2.2 The User hereby acknowledges the exclusive property rights of DHL to the Interface and its components. The User guarantees that it will not attempt to license or distribute (for profit or not) the software solutions that may come to its knowledge in the course of the Service use as well as will restrict the use of such software solutions to DHL only.

2.3 The User agrees not to send an excessive number of Requests unless it is dictated by the need in the course of the Service use.

2.4 The User confirms that the information it transfers to DHL when using the Service is true.

2.5 The User confirms that upon the expiration of the validity term of the Agreement, is shall return to DHL or destroy all the copies of documentation connected with the Service as well as the copies of single documents, fragments of documents and other components of documentation connected with the Service.

2.6 When shipment delivery status is received, the information systems of the Client shall display the following message:
"IMPORTANT INFORMATION: DHL tracking data are the sole property of DHL and may only be used to track shipments sent via DHL by or to the shipper.
Any other use of tracking data is strictly prohibited."

2.7 All the Applications created by the Client shall include only accurate references to DHL and DHL services. The references to DHL may not be used in such a way that, in DHL opinion, may damage DHL good name.

3. SERVICE USE PROCEDURE

3.1 The User may use the Service to:

3.1.1 Transfer data about shipment between DHL information systems and the Service User in order arrange the shipment via DHL.

3.1.2 Transfer data about goods between the information systems of DHL and the Service User in order to arrange handling the goods on the warehouses.

3.1.3 Transfer shipment tracking data between the information systems of DHL and the Service User.

3.1.4 Transfer data on invoices for services provided by DHL between the information systems of DHL and the Service User.

3.1.5 Transfer data required for performing goods clearance at the Custom.

3.1.6 Transfer other data that may be required for fulfilling of the agreement between DHL and the Service User.

4. SERVICE TERM

4.1 The User may use the Service within the validity term of the Agreement requiring such Service.

5. TEST MODE

5.1 Before using the Service via the Application within the Operational Environment of DHL, the User shall test the Application to ensure that the interaction via the Service interface satisfies the requirements of this Policy.

5.2 Once the User has demonstrated to DHL that the Application and the interaction via the Service interface operate in accordance with and conform to test criteria and this Policy, DHL will provide the Client with parameters of the Production Environment which will be available to such Application when the latter is put into the production mode.

5.3 The Application must present all the data within each data field without any amendment, deletion or modification as specified in the Service documentation. DHL may request an access to or a copy of the Application. DHL right to review includes, without limitation, the right to test the integration with the Service interface either separately or in conjunction with the Application and to verify that the Application has been designed in compliance with the requirements of this Policy. The User undertakes to make all changes requested by DHL within 5 (five) days. In case of failure to observe the specified term DHL have a right to suspend providing the Service to the User.

6. UPDATES

6.1 Shall DHL decide to update the Service, Toolkit and/or associated documentation, it shall notify the User of such updates. Upon such notification, the Client shall properly update the Application within the next 60 (sixty) days.

7. NOTIFICATION

7.1 The User shall immediately notify DHL of:

7.1.1 Any third party attempt to get an unauthorized access to the Service via the Application or in a manner that may harm DHL systems.

7.1.2 Any third party infringement or attempted infringement of DHL intellectual property rights.

7.1.3 Any third party actions that may expose DHL to loss, obligations or liability of any type.

7.1.4 The User will make every effort to prevent any attempts or actions of the types listed above.