



Terms and Conditions

Acceptance

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to always abide by them.

All orders are subject to the terms and conditions detailed on the Send4Less website www.send4Less.com which together constitute the entire and exclusive agreement of the parties, unless modified by virtue of any agreement entered into between the parties by written and may not be distorted or modified by virtue of an oral agreement or any other circumstance alleged by the sender, recipient or third parties. These Terms and Conditions will apply to the fullest extent permitted by applicable law. If any part of these Terms and Conditions is unenforceable, this will not affect the enforceability of any other part.

Service

Send4Less provides you with the ability to select a wide variety of carriers to ship your documents and envelopes. You are also deemed to have knowledge of and accept the terms of service and conditions of any carrier retained by Send4Less on your behalf. In the case of any discrepancy between such carriers' terms and conditions of service and the Terms and Conditions of Send4Less, the Send4Less Terms and Conditions shall prevail. Send4Less cannot alter the terms and conditions of service of any carrier retained to ship your documents and envelopes. Any shipment request or specific instructions made on Send4Less platform/website, whether oral or written, that conflict with either the Send4Less Terms and Conditions or freight carrier terms and conditions shall be deemed null and voided.

This Site is a multicarrier platform/website solution that allows individuals, and corporate customers to send documents and envelopes worldwide.

Send4Less will provide the sender with the international service for the transportation of shipments, subject to the conditions established in the generated orders (Waybill), reserving the right to transport by the routes and/or means that it deems convenient, as well as to subcontract to third parties that it decides. To comply with this.

Modality

Each send4Less International Guide (Waybill) will both contain and be considered as a single service, when specified in this document. Each service may contain one or several packages or documents, on the understanding that, if a specific number is not specified, it will be understood that it is a single package or document. Envelopes are considered individual.

Packaging, labelling, and Shipping requirements

You acknowledge that all labels created from Send4Less platform/website must be printed and attached to the envelope prior to the shipping process. Labels created manually or handwritten are not permitted.

You are responsible of ensuring your envelope/package is received by the carrier selected from the Send4Less platform/website. Send4Less shall not be responsible for any missed package pickup or delays in the delivery process that may result.

Tracking

In such case there are any issues with your envelope/package, the carrier may not contact you. Consequently, you are solely responsible for tracking your package or contacting either the carrier selected or Send4Less team in case any issue occurs, and/or for correcting such issue.

Shipping Overseas and delivery

You are solely responsible for all applicable international regulations, laws, and/or requirements of any country where Send4Less and partner carriers have availability to send envelopes and documents.



Likewise, all shipments will be subject to the provisions of the applicable law of the jurisdiction in which the shipment originated. If air transport involves a destination or a stopover in a country other than the country of departure, it will be regulated by the Warsaw Convention. The rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed on October 12, 1929, in Warsaw, Poland, or any amendments to the same shall apply to the international transport of any shipment as long as it is governed by said regulations.

No intermediate stops will be made during the transport of the shipment at the request of the client, and Send4Less reserves the right to redirect the shipment in the way it deems appropriate. Notwithstanding any provision to the contrary, international road transport shall be governed by the terms and conditions of the Convention on the Contract for the International Carriage of Goods by Road signed in Geneva on May 19, 1956, and any amendments thereto ("The CMR Agreement"). Send4Less may employ subcontractors to provide services and fulfill contracts in its name and on its behalf, each of which will benefit from these Terms and Conditions. None of the afore mentioned parties may waive compliance with these terms and conditions nor may they modify them. All packages or envelopes included in a single Send4Less International Waybill or its subcontractors (Waybill) or Send4Less proof of delivery will be considered a single shipment. A shipment may be transported making any intermediate stop that Send4Less or its allies deem appropriate. Unless otherwise agreed, in advance and in writing, before the shipment is entrusted to Send4Less or its subcontractors or allies, the service to be provided by Send4Less or its subcontractors or allies is limited to picking up the shipment, transporting it, perform customs clearance when applicable, and deliver the shipment. The sender agrees that the shipments will be consolidated with shipments corresponding to other companies for the purposes of their transportation and that Send4Less cannot monitor the movement of shipments in and out individually in all distribution centers

Wrong delivery addresses.

If Send4Less or its subcontractors cannot deliver an envelope as a result of a wrong address, Send4Less will try to find the correct one by all reasonable means at its disposal. If the correct address is finally obtained and they correspond to the same destination country, the sender will be notified of the correction and Send4Less or its subcontractors may charge an additional charge for delivery or attempted delivery to the correct address, on the understanding that the sender accepts this service at his own expense. In case the correct address is obtained, and it is in another country, the provisions of the following paragraphs will apply.

Delivery Attempts

Where possible, if Send4Less or its subcontractors are unable to complete the delivery of a shipment, a notice will be left at the address of the recipient specifying that a delivery has been attempted. From that moment, Send4Less or its subcontractors in their sole discretion may choose to make one or more subsequent delivery attempts at the discretion of the subcontractor or, alternatively, forward the shipment after the first delivery attempt to an office / branch of any of our subcontractors at their counter or Access Centers.

Send4Less or its subcontractors may deliver a shipment to its recipient or to whoever appears to be his agent or representative, at the address or place specified in the Send4Less delivery system, or to any person who is present at the address or place specified in the delivery system. Send4Less, or to an alternative address or place, which, according to the legislation, uses or commercial customs of each country, are established for the delivery of courier

Proof of Delivery

The Sender agrees to accept as sufficient proof of the completion of the Service, the signature of the consignees or persons who are located at their address at the time of delivery, through the Electronic Device for the Acquisition of Delivery Information or through any other electronic or manual system that may be used in the future

Undelivered items

The parties agree that shipments that have been rejected by the recipient, or that for any other reason cannot be delivered for reasons beyond the control of Send4Less, will be retained at the discretion of Send4Less or its subcontractors, and/or Send4Less or its subcontractors will attempt contact the sender for instructions. In this act and derived from the fact that Send4Less is not responsible for this type of delay, the sender will be responsible for the payment of all charges, including without limitation the shipment, such as costs for the return of the shipment, as well as any tariff and tax that correspond, even though any of these has not been determined at the time of contracting the service.

Interruption and Suspension of the Service



If, in Send4Less's opinion, any shipment does not comply with the restrictions or conditions established by Send4Less, Send4Less may refuse to transport the envelope in question (or any shipment of which said envelope is a part) and if the shipment is in transit, Send4Less may suspend the transport and retain the shipment. send4less also reserves the right to refuse to provide services, among other reasons, that a package, due to the dangerous nature or type of its contents may, at the sole discretion of Send4Less dirty, stain or in any way damage other shipments or the equipment of Send4Less or its subcontractors, or that it has been packed improperly or with little security. Send4Less also reserves the right to refuse to provide services in connection with any envelope, from or to any place, or to provide special services in those cases that, among other reasons, Send4Less, in its sole discretion, considers to be unsafe or economically or operationally impossible to provide the service. Send4less may, at its sole discretion, suspend the carriage of any Submission if it deems the content to be unacceptable for carriage for any reason.

The sender will be responsible for the payment of all charges calculated in accordance with the Send4Less rates that are applicable at that time that originate in said suspension of transport, including without limitation the shipment, disposition of it, or costs for the transport of return, as well as any applicable duty or tax. The sender will be responsible for the costs and expenses incurred by Send4Less (including without limitation storage) due to said losses, taxes, and customs duties that Send4Less must pay and for all claims made against Send4Less derived from the fact that an envelope does not comply with the restrictions or conditions established, or due to a refusal or suspension of transport or return of a shipment in accordance with these Terms and Conditions. Send4Less will not be responsible and the client will not have the right to claim reimbursement for the loss or damage of any envelope whose contents are not authorized, Send4Less will not be responsible for those envelopes that the consignee states that it will not accept or that it has the right to reject. ; the cancellation of prepaid guides by the client that do not derive from non-compliance attributable to Send4Less, the erroneous acceptance or contrary to the terms to transport any envelope or shipment that Send4Less does not accept to transport or whose dispatch is prohibited to the senders, will not imply the waiver of any provision of these Terms and Conditions or those published on www.Send4Less.com

Send4Less will not be responsible and the Send4Less Service Guarantee will not apply, for any interruption of the service due to causes beyond its control including, without limitation: the unavailability of the recipient or the rejection of the envelopes by him, causes of force majeure, acts of government authorities carried out with real or apparent powers, acts or omissions of customs authorities in the exercise of their powers of inspection, or similar, insufficient or out of time information provided by a client, the imposition of security regulations arranged by the government or otherwise applicable at the place of delivery, retentions, ordered by a government authority, riots, strikes and other labor disputes, civil disputes, interruptions of any kind in the air or land transport networks, either in the transport network of Send4Less and its subcontractors or in any other such as natural disasters, acts of terrorism, failures or interruptions in communication systems.

Liability

The Shipper, consignee or third party acknowledges and agrees that when the rules relating to liability established by the Warsaw Convention or the CMR Convention and the Convention for the Unification of Certain Rules relating to International Carriage by Air are applicable, the liability of Send4Less shall be established in accordance with their terms and conditions. In accordance with the applicable laws, in the event that such Agreements are not applicable, the responsibility of Send4Less for loss, theft or damage to shipments, will be established exclusively by these Terms and Conditions and will be limited to proven damages in an amount never greater than declared value or its equivalent in national currency per shipment, Send4Less will be responsible to the sender, regarding losses, damages, defects in delivery and delays derived from or related to Send4Less services, if such losses, damages, defects and delays are due to the improper and intentional conduct of the latter, unless Send4Less can demonstrate that these have been caused or aggravated by acts or omissions of the sender, recipient or the owner of the shipment or by acts beyond its control. Send4Less will not be responsible under any circumstances for damages caused by loss, deterioration, or defects in the delivery of shipments that occurred during a suspension of transport or because of the termination of the transport service.

Send4Less shall not be liable under any circumstances for any consequential, consequential, or indirect loss, loss of profits, loss of business opportunity or income arising from loss of use, resulting from any loss, damage, or delay in connection with a shipment, even when they are motivated by failure to perform their duties or other reasons. Send4Less establishes and acknowledges that it will be responsible for loss or damage, only with the natural or legal person using the services provided, ignoring in this act any figure of surrogate, guardian, including without limitation insurers, creditors, etc. with which the sender or consignee has contracted, in the case of documents, the sender accepts that the documents have no commercial value, so the obligation of Send4Less in case of damage or loss will be to reimburse the sender the amount that he had paid for the service. In case of delay in the delivery of documents, Send4Less's obligation will be to reimburse the sender the amount that he would have paid for the service. Said guarantee will not be applicable when the delay has been caused by force majeure or accidents, stoppages, or labor problems and in general any of the causes mentioned for the Interruption and suspension of the Service.

Restrictions



Articles whose weight exceeds 350 grams per envelope will not be transported, unless something different is previously agreed between Send4Less and the Sender and that said agreement is in writing signed by a legally authorized person by both parties.

The maximum value declared value that can be established per shipment that is transported is the value paid or its equivalent in national currency, so the maximum responsibility of Send4Less per shipment is the same amount paid.

Send4Less reserves the right to refuse, suspend, intercept, return or retain the transport of any shipment that does not include adequate information about the sender and recipient of the same. Any damage or loss of the shipment during its return derived from those established in this paragraph will be the sole responsibility of the sender. The sender will be responsible for ensuring that the data included in the order generated by Send4Less is accurate and correct, and for ensuring that all shipments include adequate contact details regarding the sender and recipient and that they are correctly identified and labeled, that your content is accurately described and meets the requirements of these Send4Less terms and conditions, as well as applicable law

The sender is thus obliged to count and provide the information in a timely manner that Send4Less or any competent authority determines necessary, for the entry or exit of the shipment from the country, since Send4Less will not be responsible for the damages caused to the Sender or Consignee by the delay in the delivery of such information. Before accepting any shipment Send4Less reserves the right to verify, at its sole discretion, the necessary data of the sender, the recipient, such as names, addresses or any other information that Send4Less deems necessary to accept or deliver the shipment. Recipients who receive in residential areas must present identification in accordance with the requirements and established policies of each of the Send4Less subcontractors.

Forbidden Items

Send4Less reserves the right to refuse any shipment of envelope which, in its sole opinion, does not comply with the Send4Less Terms and Conditions or the terms and conditions of carriage of any partner carrier.

Shipments that contain any prohibited item detailed and listed in the forbidden items in the Terms and Conditions of the Send4Less website www.Send4Less.com, or those prohibited items detailed on the websites of subcontractors, will not be transported in the service. including but not limited to, items of exceptional value such as coins, bills, postage stamps, credit titles such as checks, promissory notes, etc., since in case of transportation, for Send4Less they will have no commercial value, orders of money, precious stones, industrial diamonds, non-replaceable items or unique pieces and hazardous materials, according to the applicable law, some items can only be transported under pre-established conditions, specifications that are detailed on the Send4Less page or, that has been agreed by both parties through a contract

List of Forbidden items.

- Bank notes
- Cash
- Bank checks
- Money Orders
- Precious stones
- Dangerous Goods
- Postal stamps
- Anything that fits inside an envelope, but it is not considered letters or documents.

Send4Less does not provide protection services for the transport of envelopes that contain perishable items or that require protection from heat or cold, therefore, if the transport of said merchandise is sent, it will be at the risk of the sender and exempting the sender from any responsibility. Send4Less regarding any damage caused during transport

Dangerous Goods



No item prohibited by any applicable law or regulation in the country of origin or destination, or that Send4Less and/or its subcontractors determine is prohibited, or that may violate any applicable export, import or other laws, will not be transported. Dangerous articles and elements will not be accepted for transportation, including hazardous materials regulated as such in terms of law, including for such purposes the provisions of the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO) or the Title 49 of the North American Code of Federal Regulations.

Payment

Send4Less will charge you in advance for the service provided.

We accept the following payment methods on our Site:

- Credit Card. (only Credit Cards issued in Canada, USA, and UK)
- PayPal; and
- E-transfer (Only within Canada).

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Fees and Additional Charges

Send4Less reserves the right to audit any envelope or shipment, as well as review invoices to identify the contracted service and thereby determine if the charges charged were properly applied. At its sole discretion, it may increase or adjust the charges and fees according to the result of said audit. Sender guarantees payment of all charges and will indemnify Send4Less in case of loss (including loss caused by confiscation or detention of Send4Less or its subcontractors' goods), damage or delay suffered by Sender or any other person to whom Send4Less is responsible because it has not provided the correct and complete information and declarations related to the shipment sufficient to comply with the customs and security or administrative requirements in the places of origin and destination, as well as all the charges derived from any administrative procedure or judicial derivative of the transportation of shipments. When the client concludes a contract with Send4Less for the provision of regular courier services, all charges for said services will be payable according to the terms established in the contract, except for those shipments contracted under the freight collect modality and invoice to third parties. If the Sender is not in the previous case, that is, when he has not contracted the regular Service, he must pay for the Service upon contracting it in advance by credit card. All delinquent amounts owed to Send4Less will incur late charges at the rate specified on the invoice from the due date until the date Send4Less receives payment, regardless of whether this occurs before or after any other judgment.

The rates in force are those established in our Send4Less platform in relation to the service selected by the sender and that is applicable and in force at the time of sending, as well as all additional costs or fees corresponding to extraordinary services, extraordinary or additional uses, and any additional charges referred to on the example page: insurance, packaging, etc., or the additional fees that are applicable and are detailed in individual contracts that have been entered into with the Sender or Consignee. In order to determine the amount of any charge for Send4Less services, the current Send4Less rates, available on the aforementioned platform, should be consulted.

Accounts

When you create an account on our Site or when you use the instant quotation/order creation tool, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.



We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the rights of other users of our Site.
- Violate the intellectual property rights of the Site owners or any third party to the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Applicable Law

For the interpretation, compliance and execution of these Terms and Conditions, as well as any contract entered that incorporates them, they will be governed in all their aspects by the "Canadian Consumer Protection Law" and the "Courts of the country Canada, expressly waiving any other jurisdiction that may correspond to them due to their present or future domiciles.

Consumer Protection Law

Where the Consumer Protection Act, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Send4Less and our directors, officers, agents, employees, subsidiaries, strategic partners, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Send4Less and our directors, officers, agents, employees, subsidiaries, strategic partners, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Intellectual Property

All content published and made available on our Site is the property of Send4Less and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Communications

Send4Less will set the e-mail as its preferred contact method to provide information regarding shipments, updates, and new/current features, products, and services. By entering into this agreement, you are consenting to receive such communications via email from Send4Less to the email address provided at the time of the creation of the order or in the form available on our site.

Future Changes to Terms and Conditions



These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Enforcement of terms or conditions

Any failure by us to enforce or apply a term or condition of this Agreement does not constitute a waiver of that term or condition and does not otherwise prevent Send4Less from relying on such term or condition.

Acknowledgment

By using the services provided by Send4Less, you acknowledge to have read, understood and agreed to be bound by the preceding Terms and Conditions. Until such time as you accept the above Terms and Conditions, you will not be permitted to use the service provided by Send4Less and a contractual agreement will not be formed between the parties.