

Terms of Service

These Terms of Service ("Terms") govern access to and use of the services offered by Pack Bay Logistics, including the receipt, processing, transportation, storage, and delivery of packages and goods, both domestic and international.

By using our services, registering on our platform or contracting any of our services, the user ("User" or "Client") declares that he/she has read, understood and accepted these Terms.

Acceptance of Terms

By contracting or using Pack Bay Logistics' services, the User agrees to be bound by these Terms, as well as any additional policies, fees or conditions that are applicable to the contracted service.

If the User does not agree with any of these Terms, he/she must refrain from using the services.

Description of Service

Pack Bay Logistics provides the following services:

- Transportation, Packing, Repacking, and Forwarding within and from the United States
- Personal address when shipping in San Diego, California, United States.
- Reception and temporary storage of packages in our warehouse
- Forwarding consolidated packages from the United States to Mexico
- Consolidating multiple packages into one shipment
- Customs Documentation Management and Home Delivery in Mexico

The availability of each service will depend on the destination, type of goods, dimensions, weight, legal restrictions and conditions of the carriers involved.

Account Registration

In order to use certain services, the User must provide correct, complete and up-to-date information.

The User is responsible for maintaining the confidentiality of his/her login credentials and for all activity carried out under his/her account.

Pack Bay Logistics may suspend or terminate an account where there is false information, fraudulent activity, breach of these Terms or any other circumstance that may put the Company, its customers or third parties at risk.

Pricing & Payments

- Shipping prices are based on box size (S, M, L, XL)
- Prices are fixed and transparent, with no hidden fees

- Full payment (100%) of the total cost is required before your package is processed and shipped
- The payment covers the costs of consolidation, customs documentation and domestic shipping via FedEx, Baja Pack and/or Grupo Castores depending on the destination and/or type of item(s)
- Once payment is made and the shipping bill is generated, refunds are not accepted
- All payments are processed securely through Square

Shipping, Delivery, and Carrier Liability

- Estimated delivery times are 3-5 business days from when your shipment is processed through FedEx, Baja pack and/or Grupo Castores
- Pack Bay Logistics acts as a shipping intermediary and uses FedEx, Baja pack and/or Grupo Castores as the carrier. Once Packbay Logistics generates and provides the tracking number, and the package is delivered to the carrier, any delays, losses, damages or delivery issues are the sole responsibility of the carrier (FedEx, Baja pack and/or Grupo Castores). Pack Bay Logistics is NOT responsible for lost, damaged or delayed packages once delivered to the carrier.
- You are responsible for providing a complete, accurate and valid delivery address in Mexico. Pack Bay Logistics and the carrier (FedEx, Baja pack and/or Grupo Castores) are not responsible for failed deliveries due to incorrect, incomplete or invalid addresses provided by the customer
- Pack Bay Logistics is not responsible for delays caused by customs, weather conditions, natural disasters, strikes, pandemics, government restrictions, or any other force majeure circumstances beyond our control
- Once the carrier (FedEx, Baja pack and/or Grupo Castores) marks your package as 'delivered', Pack Bay Logistics has no responsibility for non-receipt claims. Any delivery disputes must be handled directly with the carrier
- Pack Bay Logistics will provide the tracking number of FedEx, Baja pack and/or Grupo Castores once the package is shipped. It is your responsibility to track your package and be available to receive it
- If the carrier is unable to deliver your package due to incorrect address, absence of the recipient, or refusal of delivery, you will be responsible for any additional reshipping or storage charges
- Pack Bay Logistics does not offer guarantees on specific delivery times. Estimates of 3-5 business days are approximate and may vary depending on the location, season, and circumstances of the carrier.

Package loss or damage

Insurance and Claims Policy:

- Pack Bay Logistics acts exclusively as a logistics intermediary and not as a carrier or insurer
- Pack Bay Logistics does not offer direct insurance on shipments. The customer can take out additional insurance directly with the relevant parcel company (such as FedEx), subject to the terms and conditions of that parcel
- Once the package is delivered to the parcel company for shipment, the responsibility for transport, handling and delivery lies exclusively with the selected parcel
- In case of damage, loss or delay, Pack Bay Logistics may provide administrative support in the tracking or claim process; however, the resolution, response times and any compensation will depend exclusively on the parcel or insurer
- In the event of not having insurance, the customer assumes the total risk of the shipment. Pack Bay Logistics will not be responsible for losses, damages or incidents occurring during transport

Service Warranties

- Pack Bay Logistics is committed to handling packages with reasonable care during their receipt and consolidation process at its facilities. However, Pack Bay Logistics does not guarantee the absolute integrity of the contents, nor does it assume responsibility for damages, shortages or incidents arising from poor packaging by the supplier or conditions prior to receipt
- Once shipments are delivered to third parties for crossing, transport or delivery (including parcel and logistics providers), the responsibility lies solely with those third parties
- Pack Bay Logistics does not offer guarantees of delivery, transit times or service results, as these may be affected by external factors such as customs processes, inspections, logistical delays or causes beyond its control

Prohibited Items

The User may not use the services to ship goods whose possession, transport, import or export is prohibited or restricted by applicable law.

Items that may be prohibited or subject to restrictions include, depending on the destination and carrier:

- Illicit drugs and substances.
- Weapons and ammunition.
- Explosives.
- Hazardous materials.

- Counterfeit or smuggled goods.
- Illegal Materials.
- Stolen goods.
- Certain medications.
- Biological material or hazardous substances.
- Live animals, when not expressly authorised.
- Cash or other items restricted by the carrier.
- Any merchandise the importation or transportation of which is prohibited by law.

Pack Bay Logistics may refuse, withhold or cancel a shipment where it has reasonable grounds to believe that it contains prohibited or restricted items.

Customs and Import Requirements

International shipments may be subject to inspections, taxes, duties, import duties, restrictions, and customs procedures in the country of origin, transit, or destination.

The User shall be responsible for providing true and complete information about the content, value, quantity, origin and nature of the goods.

The User shall also be responsible for complying with the import and documentation requirements demanded by the appropriate authorities.

Pack Bay Logistics does not guarantee that a package will be released by customs authorities or that it will be exempt from taxes, duties or other charges.

Any delays, holds, confiscations or rejections caused by customs authorities may occur independently of Pack Bay Logistics.

Expiration Date for my address or my packages

The U.S. address service is for indefinite use; however, packages received must be processed and shipped within a maximum period of 60 calendar days from receipt. In the event that a package remains unmoved or without instructions from the customer during this period, Pack Bay Logistics reserves the right to dispose of the merchandise, including its disposal, donation or liquidation, without any liability. Pack Bay Logistics will not be responsible for packages that are unclaimed or uninstructed after this period.

Cancellation and Refunds

Cancellation requests must be made before the service has been processed or the package has been delivered to the carrier, where applicable.

Refunds will be subject to the conditions of the contracted service and may exclude expenses already incurred, administrative fees, transportation costs, storage, customs or other non-recoverable charges.

Once transportation has begun, cancellation may be limited or unavailable.

Refunds only apply to orders cancelled prior to payment processing and will be processed within 7-10 business days.

User Conduct

The User undertakes to use the services in a legal and responsible manner.

It is prohibited to use the services to:

- Committing or facilitating illegal activities.
- Providing false information.
- Evading taxes or customs controls.
- Shipping prohibited goods.
- Defraud Pack Bay Logistics, carriers, or third parties.
- Interfering with Pack Bay Logistics' technology systems.
- Using third-party accounts without authorization.
- Carry out any activity that may harm other users or Pack Bay Logistics.

Privacy

Pack Bay Logistics will collect and use personal information necessary to provide the services, process payments, manage shipments, communicate with the User and comply with legal obligations.

Personal information will be treated in accordance with applicable privacy legislation and Pack Bay Logistics' Privacy Policy.

When necessary to provide the service, certain information may be shared with carriers, service providers, customs authorities, government entities, or third parties related to the operation of the shipment.

Service Modifications

Pack Bay Logistics reserves the right to modify, suspend or discontinue certain services, rates, features or conditions when necessary. Where appropriate, important changes will be communicated to the User by the means available.

Your continued use of the Services after the modifications become effective will constitute acceptance of the new terms.

Intellectual Property

All rights related to the trademark, trade name, logos, designs, content, platform, and other materials belonging to Pack Bay Logistics are the property of the Company or their respective owners.

The User may not copy, reproduce, modify, distribute, sell or use such materials without prior written authorization.

Completion

Pack Bay Logistics may suspend or terminate your account for:

- Violation of these Terms
- Fraudulent or illegal activity
- Failure to pay
- Any reason at the discretion of Pack Bay Logistics

The User may stop using the services at any time, subject to the outstanding obligations and the conditions of the services already contracted.

Indemnification

The User agrees to indemnify and hold harmless Pack Bay Logistics, its employees, representatives, contractors and suppliers against any claims, losses, damages, fines, costs or expenses arising from:

- Breach of these Terms.
- Incorrect information provided by the User.
- The shipment of prohibited goods.
- Failure to comply with laws or regulations.
- Damage caused by improper packaging.
- Misuse of the Services.

Limitation of Liability

To the extent permitted by applicable law, Pack Bay Logistics shall not be liable for any indirect, incidental, special, or consequential losses arising from the use of the services.

Pack Bay Logistics' liability, where legally applicable, will be limited to the terms of the contracted service and the limitations established by applicable law.

Dispute Resolution

The parties will endeavour to resolve any dispute by direct communication and in good faith.

The User must first contact Pack Bay Logistics to try to resolve any complaint before initiating formal proceedings, except where otherwise provided by applicable law.

Where a dispute cannot be resolved through negotiation, it may be submitted to the courts or resolution mechanisms set forth in these Terms and applicable law.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of California, United States, and the applicable federal laws of the United States and Mexico, without regard to its conflict of law provisions.

Entire Agreement

These Terms, together with any policies and documents expressly incorporated by reference, constitute the entire agreement between the User and Pack Bay Logistics regarding the use of the services and supersede all prior or contemporaneous agreements, whether written or oral.

Contact Information

Pack Bay Logistics

Email: everdugo@packbaylogistics.com

WhatsApp: +1 (619) 313-1149

Hours of Operation: Monday to Friday 9:00 AM – 6:00 PM Saturday 9:00 AM – 2:00 PM

Customer Service Hours: Monday to Friday 10:00 AM – 5:00PM