

**DHL EXPRESS PHILIPPINES**  
**ADVANCE DUTY COLLECTION TERMS OF USE**  
**(DHL ADC TERMS)**

1. These DHL ADC Terms apply to agreements for the use of DHL Express Philippines' ("DHL Philippines") Advance Duty Collection System ("ADC System").
2. Shipments are delivered by DHL Philippines on the basis of the terms and conditions of carriage agreed with the shipper, as supplemented by the DHL on Demand Delivery Terms of Use and these DHL Philippines ADC Terms.
3. DHL Philippines may at any time modify these DHL ADC Terms and/or the ADC System.
4. Payment in advance of duties and taxes may only be made with a Credit Card, Debit Card, or other modes of payment acceptable to DHL Philippines.
5. The Credit Card or Debit Card information supplied at the time of using the ADC System is processed by the payment gateway service provider and is not supplied to DHL Philippines. It is your sole responsibility to ensure that the information you provided and entered therein are true and correct. You also agree that you are duly authorized to use the Credit Card or Debit Card you have utilized for the payment of duties and taxes under the ADC System.
6. You agree, understand, and confirm that your personal data including without limitation, details relating to your Credit or Debit Card transmitted over the internet may be susceptible to misuse, hacking, theft and/or fraud and that DHL Philippines has no control over such matters.
7. The ADC System uses a payment gateway service provider through a secure gateway. However, DHL Philippines does not give any assurance that the information you provided online is secured and may be read or intercepted by a third party. Subject to existing law, DHL Philippines shall have no liability, in contract, tort, or otherwise in the event of unauthorized interception, hacking, or unauthorized access to information provided by you.
8. DHL Philippines shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message.

9. DHL Philippines, its employees, directors, and its third party agents involved in the processing, delivering, and managing of the ADC System, shall in no case be liable for any loss of profit, loss of sales, loss of market, loss of goodwill or reputation, third party claims, incidental or special damages or indirect or consequential loss of any kind.
10. The payments made through the ADC System includes only the import duties, taxes, other import fees or penalties required under applicable laws and regulations ("Customs Duties") and revenue charges and excludes freight charges. In exceptional circumstances, you may need to pay additional charges due to DHL Philippines. DHL Philippines shall contact you in such an eventuality and you agree to pay DHL Philippines the Additional Charges.
11. The use of the ADC System and this ADC Terms shall be governed and construed in accordance the laws of the Philippines. You and DHL Philippines agree to submit to the exclusive jurisdiction of the courts of the Philippines in relation to any matter arising from or in connection with your use of the ADC System or this ADC Terms.
12. This ADC Terms shall only apply to DHL Philippines and only to shipments going into the Philippines.