

## GLOPAL MERCHANT TERMS OF SERVICE

*Last updated December 16th, 2024*

Glopal S.A.S, registered with the Registry of Trade and Companies under RCS number 879 903 243, whose registered office is located at 128 rue de la Boétie, OCP Business Center 4, 75008 Paris, France (“**Glopal**,” “**we**,” or “**us**”) provides a suite of services (the “**Services**”) to enable professional online sellers (“**Merchant(s)**” or “**you**”) to market, sell and ship their products to purchasers around the globe.

The present Glopal Merchant Terms of Service (“**Terms**”) govern Merchants’ use of the Services as herein defined. It is therefore important that you read and understand these Terms. These Terms supersede all previous terms of service between you and us related to the Services.

The English-language version of these Terms is the definitive legal version and prevails over versions in any other language.

### 1. DEFINITIONS

As used in the present Terms, the words below have the following meanings:

“**Account**” means a Merchant’s account created with Glopal;

“**Check-out Services**” means services provided to Merchants by Glopal at the time of check-out by a Shopper as further described in Section 6.b of the present Terms;

“**Consignee**” means a person or entity to whom a Shipment is to be delivered;

“**Guaranteed Landed Cost Services**” means the services further described in Section 6.e of the present Terms;

“**HS Code**” means the harmonized system code used in international trade that classifies traded products and allows customs authorities around the world to identify products when assessing duties and taxes;

“**Import Fees**” means import taxes and customs duties that may be levied by governmental authorities of the country to which goods are being shipped, as well as any disbursement fees, advancement fees or similar fees that may be imposed by a carrier, a broker, or a customs authority;

“**Localization Services**” means the services further described in Section 6.a of the present Terms and include Translation Services and Currency Conversion;

“**Merchant**” means a professional product seller as defined both by (i) article L. 121-1 of the French Commercial Code, and (ii) the law of all jurisdictions in which the seller is registered and/or has a place of business;

“**Payment Services**” means services further described in Section 6.c of the present Terms that facilitate the transfer of funds from a Shopper to a Merchant and/or to Glopal;

“**Return Services**” means services further described in Section 6.e of the present Terms that enable Shoppers to return one or more purchased items to a Merchant;

“**Services**” means any services proposed by Glocal to Merchants, which may include, among others, Localization Services, Translation Services, Check-out Services, Payment Services, Shipping Services, Guaranteed Landed Cost Services, VAT Services and Return Services;

“**Shipment**” means any item or items sent by (i) a Merchant to Glocal, to a Consignee or to a Shopper or (ii) Glocal to a Consignee or to a Shopper;

“**Shipping Services**” means services further described in Section 6.d of the present Terms that facilitate the delivery of Shipments to international Shoppers;

“**Shopper**” means a person who has purchased or who is considering purchasing a product or products offered for sale using Glocal Services;

“**Translation Services**” means services further described in Section 6.a of the present Terms provided involving the translation of text, including product descriptions and product listings;

“**VAT Services**” means the services further described in Section 6.f of the present Terms.

## 2. ABOUT GLOCAL

Glocal provides a suite of services to Shoppers and Merchants that allow Shoppers to purchase in Shoppers’ local language and currency products from Merchants in foreign countries. Glocal automatically translates product descriptions so that Shoppers can read those descriptions in their own language. Glocal enables Shoppers to choose the currency in which they purchase the Merchant’s products, which enables more Shopper-friendly browsing and check-out. For Merchants in select countries, Glocal also offers international Shipping Services. All Glocal services are listed under Section 5 of the present Terms.

## 3. ELIGIBILITY TO USE GLOCAL SERVICES

To use our Services, you must be a professional product seller as defined both by (i) article L. 121-1 of the French Commercial Code, and (ii) the law of all jurisdictions in which you are registered and/or have a place of business.

To use our Services, you must be legally competent to enter into and perform contracts, including the present Terms. You must be at least eighteen (18) years of age. You also must have reached the age of a legally recognized adult where you live if that age is greater than eighteen (18) years.

You may only use our Services if you are and at all times remain in compliance with all applicable laws and regulations, including but not limited to laws and regulations relating to consumer protection, tax, import/export restrictions, data privacy and protection, product labeling and descriptions, advertising, sales of goods, product safety, intellectual property, warranties, product returns and order cancellation.

We do not represent that our Services are appropriate or available for use in any particular location. Those who choose to use the Services do so on their own initiative and are

responsible for compliance with all applicable local laws, including, if you are in the United States or the European Union, any applicable export control or foreign assets control regulations.

Without limiting the foregoing, if you are selling your products to Shoppers outside your country of residence, you acknowledge that you may be subject to the laws of the countries in which Shoppers are located and you agree to comply with all such laws. Additionally, and without limiting the foregoing, it is Glocal's policy that any Merchant whose aggregate sales to Shoppers located in any given country exceed 50,000 Euros in any calendar year must ensure that its terms of service comply with the laws of that country.

You are solely responsible for determining whether there are any contractual or other restrictions on your right to sell a product to a Shopper located in a particular country.

Glocal reserves the right in our sole discretion to refuse to provide Services to any person.

Glocal reserves the right to suspend or terminate your Account if we know or have good reason to believe that you have violated these Terms, for security reasons, if we are required to do so by law, or for other good cause.

#### 4. **REGISTRATION**

In order to access or use certain features of the Services, you may be required to register and create an Account. During the registration process, depending on the Services you use, you may be required to provide certain information ("**Account Information**"), which may include your username for your accounts on third party advertising services (e.g., Google Ads, Facebook) ("**Online Advertising Service**"), Glocal online stores ("**Online Stores**"), or your own online shop(s) ("**Your Website**"). We may ask you to create your own credentials to access Glocal, including a password.

You represent that you are entitled to disclose your Account Information to us and grant us access to your Online Advertising Service account(s). You expressly authorize the exchange of personal and commercial data between Glocal platforms, on the one hand, and Online Advertising Services, on the other hand. All access by Glocal to Online Advertising Services to facilitate the provision of Services to you will be deemed to be authorized by you.

You agree to provide accurate, current and complete information during the registration process and at all other times when you use the Services and to update such information to keep it accurate, current and complete. Any personal data you provide to us will be handled in accordance with Glocal's Privacy Policy.

You are responsible for safeguarding your Glocal password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You agree to immediately notify us of any unauthorized use of your Account.

#### 5. **Glocal SERVICES**

##### a. **Localization Services**

**Translation Services.** Glocal will translate the product listings and descriptions that appear

on Your Website into the principal language of the country where it appears a Shopper is located based on the Shopper's IP address. The Shopper may also select a different language in which the product listings and descriptions appear.

Please be aware that some content may not be translated. For example, the automatic translation algorithm has trouble capturing for translation text within images and dynamic content.

WHILE WE TRY TO OFFER COMPLETE AND RELIABLE TRANSLATIONS, WE DO NOT PROMISE OR GUARANTEE THAT THE TRANSLATIONS WE PROVIDE WILL BE ACCURATE, COMPLETE, UP-TO-DATE, OR FREE FROM ERRORS OR OTHER FAILURES.

You agree that neither Glocal nor any third-party translation service shall be liable for any inaccuracies, errors, or other failures in translation of any kind whatsoever.

Glocal provides a translator editor, available in the admin interface. You have to use this tool to modify, edit or amend translations.

**Currency Conversion.** Glocal will convert your product prices so that they are displayed in the currency of the country where it appears the Shopper is located based upon the Shopper's IP address. If you enable this feature, The Shopper may also select a different currency in which to view product prices and make purchases ("**Chosen Currency**"). In converting the price of a Merchant's goods, Glocal reserves the right to apply an exchange rate selected by Glocal. The exchange rate will be indicated to the Shopper on the checkout page.

If You use a fixed price for the currency into which the price is converted, Glocal will not indicate the exchange rate to the Shopper.

#### **b. Check-out Services**

Glocal will provide the Check-out Services described in the present section to facilitate the purchase of your goods by international Shoppers.

Glocal will provide Shoppers with a check-out page written in the principal language of the country where it appears the Shopper is located based upon the Shopper's IP address. The Shopper may also choose to have the check-out page appear in a different language.

During check-out, Glocal will display product prices either in the currency of the country where it appears the Shopper is located based upon the Shopper's IP address or in the Shopper's Chosen Currency. Glocal reserves the right to apply an exchange rate selected by Glocal and including Glocal fees, which exchange rate will be indicated to the Shopper on the checkout page (except as otherwise stated above).

Where available, Glocal will also provide the Shopper with a quote for international shipping from your business address to the delivery address indicated by the Shopper, a quote for estimated Import Fees, and a quote for VAT Services.

### **c. Payment Services**

Glopal will act as a platform or technical payment gateway and will offer payment processing services (“Payment Services”) through third-party service providers. GLOPAL WILL ONLY CALL UPON THE SERVICES OF REPUTABLE INTERNATIONAL PAYMENT PROCESSORS, BUT DOES NOT GUARANTEE THE AVAILABILITY, PERFORMANCE OR ACCURACY OF PAYMENT PROCESSING SERVICES PROVIDED THROUGH ANY THIRD-PARTY SERVICE PROVIDER.

Payment services providers may create a virtual Merchant’s escrow account to store the funds linked to the merchants’ transaction, minus fees due to Glopal. Merchants will determine frequency of the sweep from their escrow account to their own Bank account via Glopal’s back office.

Glopal manages chargebacks to Shoppers, acting on behalf of the Merchants as a Platform. Glopal may require further information from You to defend the chargeback vis-à-vis the third-party payment processor and the issuing banks. In addition, and due to Glopal management of the chargebacks and based on the Merchants refunds past activity, a minimum reserve amount (amount to be determined at Glopal's discretion) must stay on your Merchant’s escrow account and will not be transferable to your bank account during use of the Payment services, or during a period of 60 (sixty) days after termination of your Agreement with Glopal. In any event, if Glopal bears any part of the cost of such chargebacks, You authorize Glopal to issue an invoice to yourselves for such amounts, which invoice is to be paid within 30 days of the invoice date.

### **d. Shipping Services**

Merchants in some countries can elect to offer international shipping through Glopal (“**Shipping Services**”). Glopal reserves the right to modify at any time and in its sole discretion the countries in which Shipping Services are available.

If Shipping Services are available in your country and you elect to use Glopal’s Shipping Services, Glopal will provide Shoppers with a quote for each of the following Services, when available: domestic handling, international shipping, and estimated Import Fees. Shipping and handling and Import Fees will be calculated in the currency of the country where it appears the Shopper is located based upon the Shopper’s IP address or in the Shopper’s Chosen Currency.

If Shipping Services are available in your country and you elect to use Glopal’s Shipping Services, you will be responsible for the packaging of the goods purchased by a Shopper. You will handle shipping those goods domestically to Glopal’s warehouse at an address that is in your country and that will be provided to you by Glopal (“**Glopal Hub**”). Glopal will handle the international shipping from the Glopal Hub to the address provided by the Shopper during check-out (“**Delivery Address**”). YOU AGREE AND ACKNOWLEDGE THAT GLOPAL IS NOT LIABLE FOR ANY FAILURE IN SHIPMENT, LOSS, THEFT, DELAY, OR OTHER DAMAGES THAT MAY ARISE OUT OF OR RELATE TO THE SHIPMENT OF GOODS FROM YOUR FACILITIES TO THE GLOPAL HUB. You further agree and acknowledge that Glopal uses partners and subcontractors in connection with Shipping Services and remains liable for the acts and/or omissions of such partners and/or subcontractors, subject to the warranty limitations and limitations of liability set forth in

Articles 5, 16 and 17.

Shipping Services are not available for shipping to all countries. Glocal reserves the right at its sole discretion to modify the list of countries to which Merchants may have Shipments sent using Glocal's Shipping Services. For a list of eligible countries, please contact Customer Support.

Not all items are eligible for Shipping Services. You remain solely responsible for determining whether an item can be shipped from your facilities to the country of destination. Certain ineligible items are listed here if shipping from the U.S. and here if shipping from the U.K.

You agree that if you send an item to Glocal for Shipment to a country for which Shipping Services are unavailable or send to us an ineligible item, Glocal will have the right, at its sole discretion, to dispose of the item(s); hand the item(s) over to governmental authorities; or return the item(s) to you. Glocal shall not be liable to you or to a Shopper for the value of the item(s) or for the reimbursement of sums paid for the purchase of the item(s), for shipping and handling, or for Import Fees.

Shipments with a total value of all items exceeding USD 5,000 (five thousand U.S. dollars) are not eligible for Shipping Services. For such Shipments, you can contact our Customer Support to discuss a customised quotation. We recommend not using our Shipping Services for valuable goods such as antiques, jewelry, money, works of art, fragile objects, official documents such as passports, or shares certificates as our Shipping Services include the use of mechanical handling and transshipments.

You agree that we, our partners and subcontractors, or customs may open and inspect parcels shipped through our Shipping Services at any time and without notice.

You agree and acknowledge that at no time does Glocal acquire title to any shipped item. Until delivery of a shipped item at the Delivery Address, title to all shipped items remains with you. Title transfers to the Shopper or the Consignee upon delivery at the Delivery Address. This means that you bear all risk of loss or damage to an item until it is delivered to the Delivery Address. You should consider securing appropriate insurance coverage for loss or damage during transit.

#### **e. Guaranteed Landed Cost Services**

Glocal calculates estimated Import Fees based upon information provided by you and other sources, which may include (1) product descriptions, (2) HS Codes, (3) Country of Origin, (4) the purchase price(s) paid by the Shopper, (4) the weight and dimensions of shipping packages, (6) shipping costs, and (7) shipping insurance costs. Using this information, Glocal provides an estimate to the Shopper for Import Fees (the "**Estimate**"). The Shopper has the option to either (a) pay the amount of the Estimate at the time of check-out and bear no further liability for Import Fees, even if Import Fees should exceed the amount of the Estimate, or (b) wait to pay Import Fees, in which case the Shopper remains liable for the direct remittance of Import Fees, which may be more or less than the amount of the Estimate.

**If you use Glocal Guaranteed Landed Cost Services, you acknowledge that Glocal**

**calculates estimated Import Fees in reliance on information that you have provided or otherwise made available, and that you may be liable for excess Import Fees in the event that this information is inaccurate or misleading.**

**f. VAT Services for Merchants using Glocal Checkout and Payment services**

- From 1st July 2021, for sales to Shoppers located in the European Union, Glocal may collect European Value Added Tax (VAT) on behalf of all Merchants in accordance with European laws.

In this scenario, Glocal will share with You its IOSS and VAT numbers that You are required to treat as highly confidential and that You must not be communicated to any other third party.

In case of an audit, questions, or requests from the Tax or Customs authorities or any other relevant government agency regarding a Merchant's products, You agree to promptly provide any information required by Glocal for the purpose of such audit, questions or requests.

While Glocal will handle the collection and remittance of European VAT on behalf of Merchants, the Merchants shall remain ultimately responsible for all such VAT, as well as any other taxes, customs duties, levies and eco-contributions due in respect of the transaction they enter into with Shoppers.

- From 1st of January 2024, for Sales to Shoppers located in Norway, Glocal may collect Norwegian VAT under the VOEC tax regime.

In this scenario, Glocal will share with You its VOEC tax number that You are required to treat as highly confidential and that You must not be communicated to any other third party.

In case of an audit, questions, or requests from the Tax or Customs authorities or any other relevant government agency regarding a Merchant's products, You agree to promptly provide any information required by Glocal for the purpose of such audit, questions or requests.

While Glocal will handle the collection and remittance of Norwegian VAT on behalf of Merchants, the Merchants shall remain ultimately responsible for all such VAT, as well as any other taxes, customs duties, levies and eco-contributions due in respect of the transaction they enter into with Shoppers.

- From 1st January 2025, for Sales to Shoppers located in Switzerland, Glocal may collect Swiss VAT on behalf of the Merchants based on Swiss Tax regulation in force.

In this scenario, Glocal will share with You its Swiss VAT tax number that You are required to treat as highly confidential and that You must not be communicated to any other third party.

In case of an audit, questions, or requests from the Tax or Customs authorities or any other relevant government agency regarding a Merchant's products, You agree to promptly provide any information required by Glocal for the purpose of such audit, questions or requests.

While Glocal will handle the collection and remittance of Swiss VAT on behalf of Merchants, the Merchants shall remain ultimately responsible for all such VAT, as well as any other taxes, customs duties, levies and eco-contributions due in respect of the transaction they enter into with Shoppers.

#### **g. Return Services**

Merchants are solely responsible for adopting, publishing, and administering their own return policies, including determining whether and under what conditions to accept a return, in compliance with all applicable laws. Merchants represent that their return policies are and promise that at all times their return policies will remain in compliance with all applicable laws and regulations. Glocal does not create, publish, administer or implement product return policies.

If a Merchant decides to accept a return, Glocal will provide limited Return Services that may, but will not in all cases, include: facilitating communication between Shoppers and Merchants relating to return requests; using a third-party payment processing service to request the issuance of refunds to Shoppers; contracting with a carrier to arrange for return shipment; and/or providing shipping labels to Shoppers for the packaging of returns.

The cost of returns will be borne by the Shopper or the Merchant. Due to the difficulty of recovery, no refund of Import Fees will be collected by Glocal or reimbursed to Shoppers, and Glocal will not refund any shipping or handling fees that may have been charged by Glocal, except as otherwise required by law.

The Shopper remains responsible for remitting the item(s) to be returned to the carrier along with all required documentation. If you need more information on Glocal's Return Services, you can contact our [Customer Support](#).

### **6. FRAMING AND GLOCAL BRANDING**

As a condition to using our Standard Services, you agree that we may frame Your Website. Framing means that visitors to Glocal's website will see parts of Your Website that will appear directly on the Glocal website. When they appear on Glocal's website, the framed parts of Your Website may differ in appearance from the manner in which they appear on Your Website. You hereby expressly consent to the framing of Your Website by Glocal, even if the manner in which framed portions of Your Website appear should differ on Glocal's website.

### **7. BILLING, PAYMENT AND COLLECTIONS**

If you have signed up for Global Services, we will bill you on a monthly basis or as otherwise agreed between us.

You agree to pay to us all fees and applicable taxes incurred by you in connection with your use of the Services.

We may change the fees and charges in effect, or add new fees and charges from time to time,



but we will give you advance notice of these changes.. We may also not always be able to notify you of changes in any applicable taxes. PAYMENTS ARE NON-REFUNDABLE AND THERE ARE NO REFUNDS FOR PARTIALLY-USED PERIODS UNLESS EXPRESSLY PROVIDED OTHERWISE IN THESE TERMS.

We reserve the right to pursue any amounts that you owe to us and that you fail to pay to us on time in connection with your use of the Services. You will remain liable to us for all such amounts and all costs we incur in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and court costs.

Without prejudice to any other provisions of these Terms regarding termination, we may terminate this agreement, your Account or your use of the Services and delete all your listings at any time if you have failed to pay on time any amount due to us in connection with your use of the Services. In addition, any amounts you have not paid by the due date will automatically and without prior notice bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. We may also charge you a fixed collection fee of 40 Euros, without prejudice to our right to seek full indemnification for all additional costs incurred by us to collect amounts due.

## **8. SUSPENSION AND TERMINATION**

You may terminate your Glocal Account at any time.

You can terminate your Account by contacting our Customer Support.

Glocal reserves the right to suspend or terminate your Account if we know or have good reason to believe that you have violated these Terms, for security reasons, if we are required to do so by law, or for other good cause.

In the event Glocal chooses to suspend or modify your Account, Glocal will notify you of the suspension or termination by sending you an e-mail to the last e-mail address you provided to us. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the suspension or termination. Suspension or termination will be effective immediately.

In the event of termination of your Account, you will not be entitled to a pro rata refund of any prepaid subscription fee paid to us.

In the event of suspension of your Account, you shall be entitled to obtain, as full compensation, the pro rata refund of any prepaid subscription fee paid to us and corresponding to the period during which your Account is suspended. Payment of such compensation constitutes your sole and full remedy for suspension.

## **9. MERCHANTS' ADDITIONAL OBLIGATIONS**

You expressly agree not to do any of the following:

- a. Use the Services in a way that breaches the Terms, any other policies set out on

Glopal's website, any other agreement between you and Glopal, Glopal's Privacy Policy, or terms of use or privacy policies of any third-party website or service;

- b.** Engage in any action (including linking Glopal's website(s) or Services to a website) that:
  - i) infringes, misappropriates or violates our or a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - iii) is fraudulent, false, misleading or deceptive;
  - iv) is defamatory, obscene, pornographic, pedophilic, vulgar or offensive;
  - v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
  - vi) attacks the honor or reputation of a person or undermines the safety, private life, or image of a third party;
  - vii) is violent or threatening or promotes violence or actions that are threatening to any other person;
  - viii) is illegal or promotes illegal or harmful activities or substances;
  - ix) justifies or incites war crimes, crimes against humanity, terrorist acts, or acts of damage; or
  - x) may expose us to potential legal liability or risk.
- c.** Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from others;
- d.** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- e.** Post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- f.** Bypass any robot exclusion headers or other measures we employ to restrict access to the Services or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Services, or harvest or manipulate data. Additionally, you agree that you will not: (1) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; or (2) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;

- g.** Use, display, or broadcast the Services, any individual element within the Services, Glopal's name, any Glopal trademark, logo or other proprietary information, or the layout or design of any page or form contained on a page, without Glopal's express written consent;
- h.** Attempt to probe, scan, or test the vulnerability of any Glopal system or network or breach any security or authentication measures;
- i.** Impersonate another person, indicate falsely that you are a Glopal employee or a representative of Glopal, or attempt to mislead users by indicating that you represent Glopal or any of Glopal's partners or affiliates; or
- j.** Encourage or enable any other individual to do any of the foregoing.

You agree that engaging in any of the foregoing could cause Glopal to suffer irreparable harm, entitling Glopal to seek injunctive relief, without prejudice to other claims, causes of action, or legal or equitable remedies that Glopal might pursue.

## **10. INTELLECTUAL PROPERTY**

The Services are protected by copyright, trademark, and other laws of France, the United States and other countries. Except as expressly provided in these Terms, Glopal and its licensors exclusively own all rights, title and interest in and to the Services, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. You further agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, in whole or in part. All trademarks, service marks, logos, trade names and any other proprietary designations of Glopal are trademarks or registered trademarks of Glopal. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

The Services may contain links, text, graphics, images, audio, video, information, code, or other materials available, including translations and localizations produced by us from listings submitted by users of the Services ("**Glopal Content**"). Subject to your compliance with the Terms, we grant you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Services. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Glopal Content, except as expressly permitted in the Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms. **User Submitted Content.** With respect to content you submit or make available on the Services ("**User Content**"), you grant us an irrevocable, fully sub-licensable, world-wide, royalty-free, non-exclusive license, for the legal duration of the intellectual property rights related to the User Content, to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part) for the purposes of carrying out the Services and for advertising purposes. You understand that you take sole responsibility for all User Content you upload, transmit, or otherwise include on the Services, whether privately

transmitted or made publicly available. Under no circumstances will we be liable in any way for any User Content uploaded, posted, shared, emailed, transmitted or otherwise made available via the Services by you or other users. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services or you have all rights, licenses, permissions, consents and releases that are necessary to grant us the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or our use of the User Content (or any portion thereof) on, through or by means of the Services or otherwise will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You acknowledge that we may or may not pre-screen User Content, but that we and our designees have the right (but not the obligation) in our sole discretion to pre-screen, refuse, permanently delete, and/or move any User or Glocal Content available via the Services. Without limiting the foregoing, we and our designees shall have the right to remove any User or Glocal Content that violates the Terms, may expose us to potential legal liability or risk, or is otherwise objectionable, in our sole discretion. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You are solely responsible for your interactions with other users of the Services and with any Shoppers. **Feedback, comments, proposals, ideas or suggestions.** If you choose to provide us with feedback, comments, proposals, ideas and/or suggestions, whether in written or oral form ("**Feedback**"), you represent and warrant that you have the right to disclose such Feedback to us and that such disclosure does not violate the rights of any other person. By submitting Feedback, you acknowledge and recognize that we are continually working on new products, services and technologies, and as such, we may currently or in the future be internally developing proposals, ideas or information or receiving proposals, ideas or information from others that are likely to be similar to the Feedback provided by you. We assume no fiduciary or confidentiality obligation of any kind with respect to any Feedback. You understand and agree that our willingness to review any Feedback is not an admission by us of novelty, priority, or originality and does not impair our right to contest existing or future patents or copyrights claiming the ideas contained in or implied by the Feedback. You acknowledge that we may freely use, license, and otherwise exploit the ideas contained in or implied by the Feedback and that you are not entitled to any compensation, royalties, or reimbursement of any kind from us arising out of or relating to the Feedback.

**Contacting Glocal.** If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Glocal's Copyright Agent a Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located; - your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Glocal's Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached by contacting our [Customer Support](#).

## 11. MONITORING OF THE SERVICES

We may access, preserve and disclose any of your information carried, maintained, hosted, or sent through the Services if we are required to do so by law, or if we believe in good faith that doing so is reasonably necessary:

- (i) to respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants);
- (ii) to enforce or administer our agreements with users, including the present Terms; (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes; or
- (iv) to protect the rights, property or safety of Glocal, its users, or members of the public.

You acknowledge that we have no obligation to monitor your access to or use of the Services, or to review or edit any User Content, but we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that we determine is otherwise objectionable or as set forth in the Terms. We reserve the right, at any time and without prior notice, to remove or disable access to any content that we, in our sole discretion, consider to be objectionable for any reason, in violation of the Terms or otherwise harmful to the Services.

In order to protect the integrity of the Services, we also reserve the right at any time in our sole discretion to block users from certain IP addresses from accessing and using the Services. To improve user experience, you acknowledge and agree, that, if applicable, in the course of your order execution, email communication between you and the buyers with regards to the shipping service, will be conducted through Glocal. Messages related to shipping and sent to buyers may be edited & optimized in order to provide buyers with clearer, more user-friendly order tracking information. While the related email filter is being applied, all marketing, promotional and other important notifications will flow through uninterrupted and unaffected. In case you wish to terminate or cancel membership of this program and therefore cease communication being processed by Glocal, we guarantee that e-mail addresses of buyers (alias addresses) will be active for thirty (30) calendar days post notice of cancellation. Once these 30 days have been exceeded these buyer addresses (alias addresses) may be deactivated/removed at any time without additional or prior notice.

## 12. RELATIONSHIP BETWEEN THE PARTIES

**Relationship between you and Glocal.** The present Terms shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, franchisee, or representative.

**Relationship between you and Shoppers.** When a Shopper purchases from you via Glocal, you are entering into a sales agreement directly with the Shopper. The sales agreement between you and the Shopper is governed by applicable law and your terms and conditions, which must be made available on Your Website and which may include, for example, shipping, returns, payment and selling policies, and where required by law, privacy policies. You are responsible for enforcing your own reasonable terms and conditions. We reserve the right to request that you modify your terms and conditions in order to be eligible to sell through Glocal.

Glopal is not directly involved in the transaction between you and a Shopper and therefore has no control over the quality, safety, morality, or legality of any aspect of the items listed, the truth or accuracy of the listings, or the ability of Shoppers to pay for items. You acknowledge that if you direct your sales activities toward a foreign jurisdiction, you may become subject to the laws of that jurisdiction, including its consumer protection legislation, and you expressly agree to comply with all applicable laws. We do not guarantee that you and a Shopper will actually complete a transaction, nor do we transfer legal ownership of items from the seller to the buyer. We cannot guarantee the true identity, age, and nationality of a Shopper. We encourage you to communicate directly with Shoppers.

**Importer/exporter of record.** For all international Shipments made using Glopal's Shipping Services, you are the exporter of record. The Shopper is the importer of record.

### **13. MODIFICATIONS TO THE TERMS AND/OR SERVICES**

GLOPAL RESERVES THE RIGHT TO MODIFY THE TERMS AND/OR THE SERVICES AT ANY TIME, AT ITS SOLE DISCRETION, AND WITHOUT PRIOR NOTICE EXCEPT IN THE EVENT OF MATERIAL CHANGES.

In the event that any modifications to the Terms and/or the Services constitute material changes, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or providing notification on our website. You will be deemed to have accepted the material changes unless you terminate your use of ongoing Services within thirty (30) days of receipt of our notice. In such case, you shall be entitled to obtain, as full compensation, a pro rata refund of any prepaid subscription fee paid to us and corresponding to the period after the date of the termination. This pro rata refund constitutes your sole and full remedy for termination by you of the ongoing Services.

Please note that you are responsible for updating your email address with us. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the modifications described in the notice.

If you have any questions or concerns about modifications, please contact our [Customer Support](#).

### **14. ASSIGNMENT**

Glopal may assign and/or transfer, without limitation and with no need for prior notice to or authorization by you, any or all of rights and/or duties under the present contract.

You may not assign and/or transfer any of your rights and/or duties under the present contract, whether by operation of law or otherwise, without obtaining Glopal's prior, written consent.

### **15. DATA PRIVACY AND PROTECTION**

Your use of Glopal Services is subject to Glopal's Privacy Policy.

### **16. EXCLUSIONS OF WARRANTIES, LIMITED WARRANTY**

EXCEPT IN CASES OF FORCE MAJEURE, SHOULD SERVICES BECOME

UNAVAILABLE DURING THE PERIOD FOR WHICH YOU HAVE SUBSCRIBED, WE WILL PROVIDE YOU, AT YOUR ELECTION, EITHER (1) A COST-FREE EXTENSION OF SERVICES FOR A PERIOD OF TIME EQUAL TO THE PERIOD DURING WHICH SERVICES WERE UNAVAILABLE OR (2) A PRO RATA REFUND OF SERVICE FEES YOU PAID FOR THE PERIOD DURING WHICH SERVICES WERE UNAVAILABLE.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GLOPAL DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GLOPAL MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, ANY SERVICES PROVIDED BY THIRD PARTY PROVIDERS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

WE DO NOT GUARANTEE THAT ANY PARTICULAR PARTS OF THE SERVICES WILL BE AVAILABLE AT ALL TIMES OR AT ANY GIVEN TIME, OR THAT WE WILL CONTINUE TO OFFER THE SERVICES, IN WHOLE OR IN PART, FOR ANY PARTICULAR LENGTH OF TIME.

#### **17. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GLOPAL (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, AND SUPPLIERS (“**RELATED PERSONS**”)) BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES,) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THESE TERMS, YOUR USE OF THE SERVICES, OR ANY PRODUCTS YOU MARKET OR SELL, HOWEVER ARISING, INCLUDING BY GLOPAL’S OR A RELATED PERSON’S OWN NEGLIGENCE, EVEN IF GLOPAL OR GLOPAL’S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER GLOPAL NOR A RELATED PERSON SHALL BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO OR ARISING OUT OF THESE TERMS, THE SERVICES, OR YOUR USE OF THE SERVICES FOR MORE THAN THE GREATER OF (A) \$100 OR (B) THE AMOUNTS PAID BY YOU TO GLOPAL FOR THE PAST 12 MONTHS OF THE SERVICES.

#### **18. INDEMNIFICATION**

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless Glopal and its officers, directors, employees, agents, shareholders, and affiliates (each, an

“**Indemnified Party**”) from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys’ and experts’ fees and expenses, as well as attorneys’ fees and costs incurred in enforcing the present indemnification obligation, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your business activities, your use of the Services, or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule or regulation, or actual or alleged violation of the rights of any third party.

## **19. FORCE MAJEURE**

Neither Party will be liable for any delay or failure in performance under the Terms resulting from acts beyond the control of such Party, including without limitation acts of God, acts or regulations of any government authority, war or national emergency, whether declared or undeclared, terrorism, accident, fire, lightning, equipment failure, computer software malfunction or design defect, electrical grid or power failure, telecommunication line or submarine cable failure, acts or omissions of telecommunications providers, riots, strikes, lock-outs, industrial disputes or epidemics of infectious diseases.

## **20. SEVERABILITY**

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. In case of invalidity or unenforceability of any provision of these Terms, the parties agree to replace the invalid provision by one that is valid and complies with the parties’ business intention.

## **21. NON-WAIVER**

Glopal’s failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

## **22. APPLICABLE LAW**

The entire relationship between you and Glopal will be exclusively governed by the laws of France, without giving effect to any choice of law principles that would require the application of the laws of a different country or state. To avoid all ambiguity, and while the present contract is not a contract for the sale of goods, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply.

## **23. DISPUTE RESOLUTION**

You can contact our [Customer Support](#) regarding any concerns you have regarding the Services. Most concerns are quickly resolved in this manner and to our customers’ satisfaction. You and we agree to use our best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations. In the absence of an amicable resolution, all controversies, disputes, demands, counts, claims or causes of action arising out of, under, or related to these Terms or any other agreement between you and Glopal shall be submitted to the exclusive jurisdiction of the courts of Paris, France. Notwithstanding the foregoing, either Party may apply to the courts of the jurisdiction where the defendant has its registered place of business or, in the event that the defendant’s registered place of business is in a jurisdiction where the defendant has no actual operations



or assets, in the jurisdiction where the defendant has actual operations and/or assets, for such provisional, protective measures as may be available under the law of that jurisdiction.

#### **24. NOTICE, CONSENT TO ELECTRONIC COMMUNICATIONS**

By using the Services, you consent to receiving electronic communications from us. These communications may include invoices, confirmation e-mails and other transactional information, and information concerning or related to the Services, and may include newsletters and promotional communications from us if you have chosen to receive such communications during sign-up and have not opted out. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You agree to receive calls, including autodialed and/or pre-recorded message calls, from us at any of the telephone numbers (including mobile telephone numbers) that we have available, including telephone numbers you have provided us, or that we have obtained from third parties or collected via our own efforts. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at that number. Standard telephone and text charges may apply if we contact you at a mobile number or device. You agree we may contact you in the manner described above at the telephone numbers we have in our records for the following purposes:

- To contact you for reasons relating to your use of our Services (such as to confirm an address, collect a debt, resolve a dispute, or to otherwise enforce our Terms) or as authorized by applicable law.
- To contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future.

We may share your telephone numbers with our service providers (such as subcontractors, partners, billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under these Terms, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or pre-recorded messages calls and/or SMS or other text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes. We will not share your telephone number with non-affiliated third parties for their purposes without your explicit consent, but may share your telephone numbers with our affiliates, who will only contact you using autodialed or pre-recorded message calls and/or SMS or other text messages, if you have requested their services.