

# Webinterpret

## Parcel Forwarding Terms of Service

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Webinterpret S.A.S, with a share capital of 2,661,854.23 Euros, registered with the Registry of Trade and Companies under RCS number 501 216 071 Grasse, whose registered office is located 1501, route des Dolines - Le Thélème, Sophia Antipolis, 06560 Valbonne, France (“Webinterpret,” “we,” or “us”) provides parcel forwarding service to enable buyers on Online Stores to have their purchased products delivered (the “Services”). These detailed Terms of Service (“TOS”) and any other terms that have been provided with in connection with your (“Buyer”) access to and use of the Services, govern your use of the Services. It is therefore important that you read and understand these TOS. This TOS supersedes all previous terms of service available on the Services.

### 1. Acceptance of the WEBINTERPRET PARCEL FORWARDING TOS

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES (AS DEFINED BELOW) YOU, YOUR HEIRS, AND ASSIGNS (COLLECTIVELY, “YOU”) ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE PARCEL FORWARDING TOS. WEBINTERPRET PRIVACY POLICY IS PART OF THESE TOS. IF YOU DO NOT AGREE TO THESE TOS AND PRIVACY POLICY, THEN YOU HAVE NO RIGHT TO ACCESS OR USE WEBINTERPRET PARCEL FORWARDING SERVICES. You must be at least 18 (eighteen) years of old to use our Services (or have reached the age of majority if that is not 18 years of age where you live) or that you have reviewed this Parcel Forwarding TOS with your parent or guardian and he or she assents to these Parcel Forwarding TOS on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in the Parcel Forwarding TOS, and to abide and comply with the Parcel Forwarding TOS. The Services are targeted to a general audience and are not intended to be used by children, without involvement, supervision, and approval of a parent or legal guardian.

### 2. Modifications to the Webinterpret Parcel Forwarding TOS

Webinterpret reserves the right, in its sole discretion, to amend these Terms, including applicable fees, at any time by posting the amended terms on the Webinterpret site. Except as stated otherwise, all amended terms shall take effect immediately and automatically when posted on Webinterpret site.

### 3. Definitions

Under these Parcel Forwarding Terms of Service, the titles would have the following meaning:

**Acceptance** – means that the Webinterpret tracking system has recorded the receipt of the Shipment and a Proof of delivery to the respective Webinterpret Hub from the domestic carrier has been issued.

**Buyer** – means person or entity who purchased item/items (on Online Stores) to be delivered through our Services;

**Claim Procedure** – if your Shipment is stated lost or damaged by Webinterpret, then you have the right to claim the refund of your Shipment. The refund will be processed within 14 business days from when the claim has been approved by Webinterpret;

**Consignee** – person or entity to whom the Shipment is to be delivered;

**Delivery address** – address to which the Shipment is to be delivered, exactly as stated in the completed transaction, cannot be changed or modified;

**Hub** – parcel processing center to which the Seller is meant to send the Shipment and from which Webinterpret dispatches the Shipment to the Delivery address;

**Online Store** – localized version of Seller’s domestic online store provided by Webinterpret;

**Proof of delivery** – electronic or hard-copy document that confirms that the Shipment is delivered to the respective hub;

**PUDO** – Pick Up Drop Off location, meaning place where you need to pick up the Shipment;

**Return** – return of the Shipment from the Delivery address to the Seller’s address;

**Seller** – means person or entity selling its products on Online Stores from whom the Buyer purchased item/items and who is responsible to dispatch Shipment to our respective Hub;

**Seller’s dispatch time** – time period between the payment completion and its Acceptance at our Hub;

**Shipment** – item/items purchased by the Buyer on Online Stores that is/ are contained in one or several parcels that is/are sent to the Delivery address;

**Webinterpret Parcel Forwarding Services (or the “Services”)** – parcel delivery service dedicated to buyers of Online Stores. The service begins at the time of Acceptance at the respective Webinterpret Hub until its final delivery.

#### 4. Services

a. **Appointment.** Webinterpret agrees to provide to the Buyer with the Parcel Forwarding Services as indicated in the checkout. Buyer agrees to appoint Webinterpret to provide the Services in accordance with these Terms of Service.

b. **Scope of services.** We offer Parcel Forwarding Services for purchase. We reserve the right to modify, terminate or otherwise amend our offered services at any time in our sole discretion.

c. **Subcontractors.** You agree and acknowledge that Webinterpret is not in fact providing any services and it is using partners and subcontractors for the Services, but Webinterpret is liable for acts and omissions of its partners & subcontractors with exceptions described in section 12 below.

d. **Cancellation.** The Buyer cannot cancel Parcel Forwarding Services in whole or in part once the Shipment has been Accepted by us.

## 5. Eligibility

a. **Eligible items.** Not all items are eligible for our Services. Webinterpret reserves the right at any time, at its sole discretion, to alter or amend eligibility requirements for items to be serviced. You agree that if any item is found to be ineligible, Webinterpret will have no liability and will have a right to dispose item either by destroying it, or handing over the item to the authorities, or return item to the Seller.

b. **Eligible countries.** The Services are not available to all countries. Webinterpret reserves the right at any time at its sole discretion to limit or expand eligible countries. You agree that if we discover that country of destination is ineligible, Webinterpret will have no liability and will have a right to dispose item either by destroying it, or handing over the item to the authorities, or return item to the Seller

c. **Right to inspect.** You agree that we, our partners and subcontractors, or customs may open and inspect your Shipment at any time without notice.

d. **Prohibited items.** We do not accept prohibited items. Prohibited items are goods that are forbidden either under international law or in a country of destination.

e. **Eligible and valuable goods.** You agree that Shipments of total value of all items exceeding USD 5,000 (five thousand US dollars) are not eligible for the Services. For such parcels, you can contact [support@webinterpret.com](mailto:support@webinterpret.com) to discuss bespoke offering. We recommend that you should rather not use our network of parcel forwarding system for valuable goods such as: antiques, jewelry, money, art pieces, fragile objects, official documents as passports, shares, certificates as our system involves use of mechanical handling and transshipments.

f. **Transfer of title.** At no time Webinterpret acquires title to the shipped item. During the whole time the title to the item remains with your Seller until the Shipment is being successfully delivered to you or your Consignee. Then, the title shall transfer to you or your Consignee.

## 6. Delivery

a. **Delivery.** Depending on the destination country, service level or consignee's availability, the Shipment will be delivered either to your door or to the nearest PUDO (providing that the Shipment had been released from customs). The delivery address must be valid and complete; we cannot guarantee that the Shipment will be delivered to P.O. Box, Army Post Office, or Fleet Post Office.

**b. Delivery time.** The Seller aims to dispatch your Shipment as soon as possible, however Webinterpret has no control over the process until the Shipment's Acceptance. After Acceptance, Webinterpret subcontracts the service to various partners and subcontractors. As the matter of fact, Webinterpret shall not be held liable for any delay, except as stated in Section 9 below.

The list of expected delivery times for each destination supported by Webinterpret is available. These delivery times are expressed in working days and do not include: weekends, public holidays & bank holidays together with other event beyond our control (for example customs). You hereby acknowledge and agree that transit times are given only for illustrative purposes and we shall not be liable for any deviations in that respect.

**c. Non-delivered or rejected items.** if, for some reasons, the Shipment cannot be delivered (e.g.: wrong Delivery address, Buyer's unavailability, on-hold for an extended period of time), then it will be returned to us and forwarded to the Seller within reasonable period of time, however all parcel forwarding charges related to the Services and already paid will not be refunded. Where Webinterpret is unable to complete delivery to you or the Consignee, we reserve the right to leave a notice at the Delivery address stating that the delivery was attempted. If, the Consignee refuses to accept the Shipment, it will be returned to us and forwarded to the Seller within reasonable period of time.

## **7. Billing**

**a. Fees.** You agree to pay to us all fees and applicable taxes (excluding customs & import duties) incurred by you in connection with the Services. We may change the fees and charges during providing the Services. PAYMENTS ARE NON-REFUNDABLE, UNLESS THE SERVICES ARE CANCELLED.

**b. Payment method.** You must pay for the Services using payment method facilitated by PayPal.

**c. Pricing.** The pricing that is displayed to you at checkout is inclusive of all parcel forwarding charges, but exclusive of any customs and taxes related to the Services (unless stated otherwise at checkout).

**d. Ineligibility.** For some reasons, if Webinterpret determines, after the completed transaction of the Parcel Forwarding Service, that the item is ineligible or cannot be shipped for whatever reason, then we have right to cancel your purchase and in such a case we may reverse the PayPal payment that you made for the Parcel Forwarding Service.

**e. Collection.** If, for some reason the payment for our Services have not been processed, Webinterpret reserves the right to collect, using any collection methods at its sole discretion, any unpaid amounts that Webinterpret paid to its partners and subcontractors because of your non-payment or failed payment.

## **8. Risk of Loss**

Prior to the Shipment's Acceptance at the respective Hub, the risk of loss or damage of all Shipments remain with the Seller.

## 9. Claim Procedure

In case that your Shipment is lost (even partially) or damaged you may submit a claim. The Shipment is lost when Webinterpret declares it as lost. To trigger our Claim Procedure, you need either to submit a ticket to [support@webinterpret.com](mailto:support@webinterpret.com) attaching the tracking number, a proof of complaint from you and a purchase invoice or ask the Seller to do it on your behalf or you can issue a PayPal dispute (to dispel any doubts, if you submit both a claim and a PayPal dispute in reference to the same case, only one claim will be processed). Within next 14 days we analyze the case and if your claim is substantiated we will trigger a refund. The refund will be processed within 14 business days from the moment the claim has been approved by Webinterpret. Webinterpret offers refund for the lost (even partial) or damaged Shipments. You agree, that you have 90 (ninety) days from Acceptance date to submit a claim. Please note that we process refunds every Friday to your PayPal account. Webinterpret investigates all claims it receives in a fair and speedy manner, but such investigations are more accurate and are easier to perform soon after the loss or damage is alleged to have incurred and on that basis, therefore timely notification of a claim is necessary to ensure that such investigations can be performed fairly. In addition, providing that your Shipment is stuck in transit for over 20 days and you submit PayPal dispute, then you may claim a refund.

## 10. Data Privacy

In order to provide you with the Parcel Forwarding Services we need certain personal information including, but not limited to: your name, user ID, address, email address, telephone number and in certain countries tax identification information or national identification information. By agreeing to these Terms, you agree that your personal data will be processed either by Webinterpret, its affiliates, subcontractors and service providers ("Personal Data"). By using our Services, you are accepting the terms of our Privacy Policy, and you are consenting to our collection, use, disclosure and retention of your personal data as described in Webinterpret's Privacy Policy.

You are responsible for the accuracy of this information and acknowledge that you are authorized to provide this information for the purpose of parcel forwarding to you or Consignee. Your personal and order information will be collected, used, disclosed only for the purpose of providing the Services in accordance with Webinterpret's Privacy Policy. You acknowledge, that Webinterpret may disclose this information, however collected, to its affiliates, partners, subcontractors and service providers and other third parties (as customs and other authorities) as necessary to perform the Services that you have purchased.

## 11. Limited Warranty and Disclaimers

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **12. Limitation of Liability**

YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: • THE USE OR THE INABILITY TO USE THE SERVICES; • DELAYS OR DISRUPTIONS IN THE SERVICES; • UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; • STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR • ANY OTHER MATTER RELATING TO THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR USE OF THE SPECIFIC SERVICES THAT GAVE RISE TO THE LIABILITY. IMPORTANT INFORMATION RELATING TO WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER TYPES OF DAMAGES, IN SUCH STATES OR JURISDICTIONS, YOU MAY HAVE DIFFERENT OR ADDITIONAL RIGHTS ACCORDING TO THE APPLICABLE LAWS OF COUNTRY FROM WHICH YOU VALIDLY ACQUIRED AND USE THE SERVICES AND IN WHICH CASE THE LIABILITY OF WEBINTERPRET AND ITS AFFILIATES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **13. Indemnity**

You agree to defend, indemnify, and hold Webinterpret, its subsidiaries and affiliates, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or Webinterpret or, your breach of any law or the rights of a third party, or your violation of these Webinterpret Parcel Forwarding TOS. If you have a dispute in relation with your purchase done online, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such

disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### 14. Applicable Law and Competent Jurisdiction

The Webinterpret Parcel Forwarding TOS and the relationship between you and Webinterpret will be 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. You can contact our [Customer Support](#) regarding any concerns you have regarding the Services. Most concerns are quickly resolved in this manner to our customer's satisfaction. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit. If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution is pursued, to the extent permitted by applicable law, all controversies, disputes, demands, counts, claims or causes of action between you and Webinterpret arising out of, under, or related to this Parcel Forwarding TOS, shall be submitted to the exclusive jurisdiction of the courts of Paris (France), even in case of summary proceedings, multiple defendants or appeals.

#### 15. General Provisions

**a. Notices and 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 collected for you, including telephone numbers you have provided us, or that we have obtained from third parties or collected by 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 these purposes:

- To contact you for reasons relating to your use of our Services (such as to confirm a delivery address, collect a debt, resolve a dispute, or to otherwise enforce our TOS) 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.

If you do not wish to receive such communications, you can opt-out by contacting our [Customer Support](#). 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 TOS, our policies, or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded 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 prerecorded message calls and/or SMS or other text messages, if you have requested their services.

**b. Service testing.** From time to time, we test various aspects of the Services, including our website, user interfaces. You acknowledge and agree that such testing may from time to time temporarily impair or change parts of the Services.

**c. Agency.** No agency, partnership, joint-venture or franchiser-franchisee relationship between you and Webinterpret is intended or created by these Terms.

**d. Assignment.** You may not assign your rights or obligations under or transfer these Parcel Forwarding TOS, by operation of law or otherwise, without our prior written consent. We may assign or transfer these Parcel Forwarding TOS, in our sole discretion, without restriction. Subject to the foregoing, these Parcel Forwarding TOS will bind and inure to the benefit of the parties, their successors and permitted assigns.

**e. Force majeure** We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond our control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials. In the event of force majeure, the obligations of this agreement are suspended. If the event of force majeure continues for more than one month, this agreement is automatically terminated without formal notice. Immediately upon the occurrence of an event of force majeure, the affected party shall inform the other party thereof by registered mail. Such notice, however, does not relieve the affected party of its obligation to mitigate the consequences of a force majeure situation to the maximum possible extent.

**f. Miscellaneous.** You acknowledge that this Parcel Forwarding TOS, the guidelines and policies incorporated herein, either in their entirety or by explicit reference, constitute the entire agreement between you and us and govern your use of the Services. If any provision of the Parcel Forwarding TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible by law, and the other provisions of the Parcel Forwarding TOS will remain in force. Our failure to exercise or enforce any right or provision of the Parcel Forwarding TOS shall not constitute a waiver of such right or provision unless acknowledged and agreed by us in writing.

Without limiting our remedies, included those described elsewhere within Webinterpret's policies, Webinterpret may at any time, in its sole discretion with or without notice to you, limit, suspend, block, refuse, cancel or terminate your purchase of our Services if you violate any of these Terms, or Webinterpret's policies or any applicable laws.

The section titles in this TOS are used solely for the convenience of you and us and have no legal or contractual significance. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of the Parcel Forwarding TOS.