

# Webinterpret

## Terms of Service

Last Updated Date: 26.07.2022

Webinterpret S.A.S, with a share capital of 2,353,041.66 euros, registered with the Registry of Trade and Companies under RCS number 501 216 071 Paris and whose registered office is located at 128, rue de la Boétie, 75008 Paris, France (“Webinterpret,” “we,” or “us”) provides multiple solutions for e-commerce sellers (the “Services”). These detailed Terms of Service (“TOS”) and any other terms that have been provided in connection with your (“Seller”) access to and use of the Services, govern your use of the Services. So, it is important that you read and understand these TOS. These TOS supersede all previous terms of service available related to these Services.

### 1. Approval of the TOS

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCEPTING THESE TOS (AS DEFINED BELOW) YOU, YOUR HEIRS AND ASSIGNEES (COLLECTIVELY, “YOU”) INDICATE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TOS. WEBINTERPRET’S PRIVACY POLICY IS PART OF THESE TOS. IF YOU DO NOT AGREE TO THESE TOS AND THE PRIVACY POLICY, THEN YOU HAVE NO RIGHT TO ACCESS OR USE WEBINTERPRET SERVICES.

By using the Services, you affirm that you are at least 18 years of age (or have reached the age of majority if that is not 18 where you live) or that you have reviewed these TOS with your parent or guardian and he or she assents to these TOS on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian have full legal capacity to enter into the terms, conditions, obligations, representations and responsibilities set forth in the TOS, and to abide by and comply with the TOS. The Services are targeted at a general audience and are not intended to be used by children without the involvement, supervision and approval of a parent or legal guardian.

Notwithstanding the above, you further acknowledge and accept that by using the Services, you are an individual entrepreneur within the meaning of Article L. 121-1 of the French Commercial Code, subject to all obligations imposed on individual entrepreneurs by law. In addition, if you are selling your products outside of your country of residence you acknowledge that you may be subject to the laws of the country in which the products are being sold and agree to comply with such laws.

## 2. Modifications to the TOS

Webinterpret reserves the right, at its sole discretion, to modify or update its Services at any time without prior notice. If any modifications to our Services constitute material changes to scope or functionality, we will notify you by sending you an email to the last email address you have provided to us and/or by providing notification on our website. You will be deemed to have accepted our material changes to any Services, unless you terminate the Services within ten (10) calendar days of receipt of our notice. In the latter case, 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 after the date of termination. The payment of this compensation 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. If the last email address that you have provided us is not valid, or if for any reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the modifications described in the notice. We will also update the “Last Updated Date” at the top of the TOS. If you have any questions or concerns about the modified TOS, please contact our [Customer Support](#). The previous version of the Terms of Service may be found [here](#).

## 3. Definitions

Under these Terms of Service, the following definitions apply:

**Account** – is defined as the Seller’s account created on Webinterpret;

**Acceptance** – is defined as the moment when the Shipment or the Return Shipment enters the Webinterpret partners’ network either through parcel pick up or drop off;

**Buyer** – is defined as a natural person or entity who purchased an item(s) from a Seller on a supported Sales Channel to be delivered via our Services to a Consignee;

**Consignee** – is defined as a natural person or entity to whom the Shipment is to be delivered;

**Order** – is defined as an item or a group of items purchased by the Buyer on the Sales Channel;

**Return** - is defined as an item or a group of items purchased by the Buyer on the Sales Channel and to be returned to the Seller;

**Sales Channel** - is defined as the online channel where an Order has been placed;

**Seller** – is defined as a natural person or entity accepting these TOS and using Webinterpret Services;

**Shipment** – is defined as a parcel or a group of parcels containing an item(s) from an Order, or a group of Orders accepted by the Seller and to be delivered to the Consignee.

## 4. The Services

### 4.1. Registration and Availability

**4.1.1 Account Registration.** To access or use one or several Services you may be required to register and create an account (“Account”). During the registration process, you are required to provide certain information, such as your username for your accounts on third party Sales Channels, and/or your email, and you may be required to establish a password on Webinterpret. We may ask you to create your own credentials to access Webinterpret. You agree to provide accurate, current and complete information during the registration process and at other times when you use the Services and to update such information to keep it accurate, current and complete. We reserve the right at our sole discretion to refuse to preserve your Accounts, or to provide Services to any individual. We reserve the right to suspend or terminate your Account at our sole discretion. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and take sole responsibility for any activities or actions carried out using your Account, whether or not you have authorized these activities or actions. You will immediately notify us of any unauthorized use of your Account.

**4.1.2. Data Exchange.** It is necessary to link the Sales Channel to Webinterpret via a token to optimally use Webinterpret Services. You represent that you are entitled to disclose your Sales Channel username to us and/or grant us access to your Sales Channel account. Once this connection is made, you expressly authorize the exchange of personal and commercial data between the Sales Channel and Webinterpret platforms. All such access will be deemed authorized by you.

### 4.2. Translation and Localization Services

**4.2.1. Scope of Services.** Translation and localization services (“Translation and Localization Services”) are services that help to translate and localize your listings on designated Sales Channels. By using our Translation and Localization Services, you authorize us to translate and/or publish your existing listings with shipping rates (if applicable) and/or source product information to appear on the designated international sites of the Sales Channel, unless we suspect that there is an issue with the IP rights to such listings and/or source product information.

**4.2.2 Terms of Use.** To use the Translation and Localization Services you need to observe the following conditions:

- i. While we try to offer reliable data and translations, we cannot promise that all content translated and localized through the Services will be accurate and up-to-date, and you agree that you will not hold us or any third-party translation providers responsible for inaccuracies in translations. Nevertheless, if within ten (10) days of publishing of the

translation you notify our [Customer Support](#) of any errors in translation, then we will review the translation and, if we determine that there are errors, will do our best to correct errors within ten (10) days of receipt of your notice provided such corrections are feasible. You agree that this shall constitute your sole and full remedy for any errors in the translations.

- ii. You agree that we will not consider any claim or dispute submitted to us after 1 (one) year from the date you discovered, or should have discovered, the event triggering the claim.
- iii. We have no control over the underlying products being sold through the Sales Channel and we do not guarantee: the existence, quality, safety, or compliance with legal regulations of items advertised; the truth or accuracy of User Content (as defined below) or listings; the ability of you to sell items; the ability of buyers to pay for items; or that you and a buyer will actually complete a transaction. Any underlying contract for sale is directly between you and buyers - Webinterpret is not a party thereto.
- iv. Except as otherwise set forth herein, we do not guarantee that any individual parts of the Services or Webinterpret Content 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.
- v. We make no warranty or representation regarding the availability of the Services and reserve the right to modify or discontinue all or part of the Services at our discretion without notice.

**4.2.2. Limitation of Liability.** If you choose to translate and publish an existing listing on a Sales Channel for display on the international sites of the Sales Channel, you acknowledge and agree that we cannot be responsible for any errors or failures. We also cannot be held liable in the event that the content translated through the Services is rejected by a Sales Channel whether due to a violation of the Sales Channel's terms and conditions or otherwise. You are solely responsible for reading, understanding, and complying with the terms and conditions of each Sales Channel to which you link your Webinterpret Account and for any fees or payments you owe to the Sales Channel. You expressly authorize us to include language in each listing we create for you, if applicable, stating the existence of Webinterpret and promoting our services, without any financial compensation to you.

### **4.3. Marketing Services**

**4.3.1 Scope of Services.** Marketing services ("Marketing Services") are services that help you to promote your products on the dedicated Sales Channel in an optimal way. By using our Marketing Services, you authorize us to manage your marketing campaigns on the dedicated Sales Channel. You agree that we are acting as a marketing agency and the campaign itself is being run by the Sales Channel. You acknowledge and agree that we only facilitate creation and management of such campaign based on previously agreed guidelines. We manage the

organization (bidding, item selection and campaign creation request) of the campaign while the Sales Channel facilitates the creation, publishing, display and monitoring of data. We may limit the number of ads you can post, and we may also limit availability of any or all of the Marketing Services at our sole discretion.

**4.3.2 Terms of Use.** To use the Marketing Services you need to observe the following conditions:

- i. You may activate the promotion of your domestic items with Webinterpret. In this case, we may close all or some of your campaigns that you have on the Sales Channel to start promoting your domestic inventory.
- ii. Even though we believe that the Marketing Services will be beneficial for your revenue growth, we do not guarantee that a marketing campaign will bring you additional sales on the Sales Channel.
- iii. As a result of our service, you may be charged additional fees for marketing directly by the Sales Channel: depending on the service, you may be charged either a fee per click or a fee per sale by the sales channel. Any underlying contract for marketing campaign is directly between you and the Sales Channel, and Webinterpret is not a party thereto.

**4.3.3 Limitation of Liability.** In case of a process failure, you agree that your listings on the designated Sales Channel may be lost, and we may not be able to revoke them. In addition, to the extent permitted by the applicable law, we are not liable - and you agree not to hold Webinterpret liable for any damages or losses resulting directly or indirectly from your usage of our Marketing Services, including but not limited to deletion or modification of your listings. If you choose to use our Marketing Services, you acknowledge and agree that we cannot be responsible for any errors or failures related to services provided directly by the Sales Channel or any third party. Nevertheless, you acknowledge and agree that we will not consider any claim or dispute submitted to us after 1 (one) year from the date you discovered, or you should have discovered, the event triggering the claim.

## **4.4. Return Services**

**4.4.1 Scope of Return Services.** Return services (“Return Services” or “Returns Services”) are services that help your Buyers return items bought on Sales Channels. By using our Return Services, you authorize us to organize the return of a product(s) bought on the supported Sales Channel. You authorize us to fetch data from the Sales Channel to help you to facilitate your workflow. The Buyer may return a product(s) within time limit set up by your return policy that may be set by Webinterpret and in accordance with the rules and regulations of the Sales Channel.

**4.4.2 Terms of Use.** To use the Return Services, you need to observe the following conditions:

- i. You acknowledge that we facilitate the returns process, while the delivery is provided by the subcontractors of our choice. Webinterpret will provide the Buyer with a prepaid shipping label(s), or with the possibility of acquiring a label(s).
- ii. We may decide at our discretion to refund you the cost of the return without organizing the return shipment of products.
- iii. We reserve the right to modify, terminate or otherwise amend the services we offer at any time at our sole discretion.
- iv. You agree to comply with all state, federal, local and other laws while using our Return Services, including laws regarding online sales, taxes and privacy.
- v. Our Return Services conditions comply with the conditions of your return policy and the rules and regulations of the Sales Channel. You agree that we are not facilitating erroneous, incomplete or defective Returns. Some items may be restricted from being returned by your own return policy. You acknowledge that in some cases the Buyer must attach the receipt (for customs) to ship a returned product internationally.
- vi. Not all items are eligible for Returns. To check if your item is eligible click [here](#). Webinterpret reserves the right at any time, and 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 the right to dispose of an item(s) either by destroying it or handing said item(s) to the relevant authorities or to return an item(s) to the Buyer. You agree that return shipments with a total value of items exceeding USD 5,000 (five thousand US dollars) are not eligible for Return Services. For Return Shipment in the latter case, you can contact us [here](#) to discuss potential options. We recommend not utilizing our network of return system for valuable goods such as: antiques, jewelry, money, art pieces and fragile objects, etc. as our system involves the use of mechanical handling.
- vii. Return Services are not available to all countries. Webinterpret reserves the right at any time and at its sole discretion to limit or increase available countries. The list of eligible countries may be found [here](#). You agree that if the Seller's country is unavailable, Webinterpret will have no liability.
- viii. We do not accept prohibited items for Returns. Prohibited items are goods that are forbidden either under international law or in a country of destination. The list of prohibited items can be found [here](#). If Webinterpret determines, after the Acceptance, that the item is ineligible or cannot be shipped for whatever reason, then we reserve the right to cancel your Return Shipment.
- ix. Prior to the Return's Shipment Acceptance by a carrier, the risk of loss of or damage to all returned items remains with the Buyer. Once a Return is finalized and the returned item(s) are delivered to their destination you should confirm receipt of the returned item(s).

- x. You confirm that all the information provided either by you or the Buyer necessary to facilitate the Return is correct. You agree that you are liable for providing the correct information (including customs data).

**4.4.3 Return Claim Procedure.** In the event that a returned item is lost (even partially) or damaged, you may submit a claim. The returned item is lost when Webinterpret declares it as lost. To trigger our Claim Procedure, you need to submit a ticket [here](#), attaching the tracking number and proof of complaint. We analyze the case and if your claim is substantiated, we will then trigger a refund. Webinterpret offers refund(s) for the lost (even partial) or damaged item(s). You agree that you have 30 (thirty) days from the Acceptance date to submit a claim. Nevertheless, you acknowledge and agree that we will not consider any claim or dispute submitted to us after 1 (one) year from the date you discovered, or should have discovered, the event triggering the claim. Webinterpret investigates all claims it receives in a fair and speedy manner, but such investigations are more accurate and are easier to perform the sooner the loss or damage is alleged to have occurred and for that reason timely notification of a claim is both highly recommended and necessary to ensure that such investigations can be performed fairly.

## 4.5. Shipping Services

**4.5.1 Scope of Services.** Shipping services (“Shipping Services”) are services that help you to streamline the management of your orders and shipments and facilitate the delivery of parcels through subcontractors or partners. You undertake to provide accurate information required by Webinterpret on the user interface related to the Order. You authorize us to fetch data from the Sales Channel to help you facilitate your workflow. Upon Acceptance of the Shipment, Webinterpret and/or its partner(s) will attempt to deliver the parcel to the Consignee’s address provided during the shipment creation process.

**4.5.2 Terms of Use.** To use the Shipping Services, you must observe the following conditions:

- i. By using our Shipping Services, you acknowledge that Webinterpret may manage your shipping options available on your listing. If a Buyer chooses any of the shipping options set by us, we will require you to ship through the chosen delivery method available on the user interface. You may ship it through your own route but will be charged the fee as set on the listing by Webinterpret. Webinterpret is committed to charging the very same amount as set on the listing. If a Buyer did not choose any Webinterpret shipping option, you may choose between your own carrier and carriers made available by Webinterpret’s direct shipping service. You shall print the required shipping documents and attach them to the parcel(s) to enable Acceptance of the parcel.
- ii. The parcel will be automatically returned to you or the designated address if: (i) the Consignee rejects the parcels at delivery, (ii) the Consignee’s address does not exist, (iii) the Consignee’s address cannot be found by the carrier, (iv) the delivery company has made more than one attempt to deliver the Shipment, (v) the Consignee did not

pick up the parcel during the allocated time. Additional conditions of returns may apply under specific carriers' terms of services described [here](#).

- iii. You agree and acknowledge that Webinterpret uses partners and subcontractors for the Services and is liable for acts and omissions of its partners and subcontractors.
- iv. Not all items are eligible for our Services. To check if your item is eligible click [here](#). Webinterpret reserves the right at any time, and 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 the right to dispose of an item(s) either by destroying it (them) or handing the said item(s) to relevant authorities or return an item(s) to you. If Webinterpret determines, after the completed transaction of the Shipping Service, that the item is ineligible or cannot be shipped, for whatever reason, then we reserve the right to cancel your Shipment.
- v. You agree that we, our partners and subcontractors, or customs may open and inspect your Shipment at any time and without notice.
- vi. We do not accept prohibited items. Prohibited items are goods that are forbidden either under international law or in a country of destination. The list of prohibited items can be found [here](#).
- vii. You agree that Shipments with a total value exceeding USD 5,000 (five thousand US dollars) are not eligible for the Services. For such parcels, you can contact us [here](#) to discuss a customized quotation. We recommend not utilizing our shipping network for valuable goods such as: antiques, jewelry, money, art pieces, fragile objects, official documents such as passports, shares certificates etc. as our system involves the use of mechanical handling and transshipments.
- viii. You cannot cancel Shipping Services in whole or in part once the Shipment has been accepted.
- ix. At no time does Webinterpret acquire title to the shipped item.
- x. Prior to the Shipment's Acceptance by a carrier, the risk of loss of or damage to all Shipments remains with you.
- xi. You acknowledge that we may at any time change the shipping fees, as they are connected to the pricing of the carriers which are very dynamic. However, once the shipment label has been created, the shipping fees will not change. You acknowledge that Shipments are not insured unless it is stated otherwise at the shipping checkout or unless insurance is already paid. You are liable for providing the correct information (including customs data), as fees are calculated based on the information that you have provided to us. If the information provided by you is incorrect, we will charge you for the difference in fee due to your erroneous information or for another Shipment (if required). By shipping the item(s), you confirm that all data provided is correct.
- xii. The fees that are displayed in the shipping check out will be exclusive of any custom duties and taxes related to the Services (unless stated otherwise at the shipping checkout).



- xiii. We may provide non-standard services such as overweight/oversized delivery, cash on delivery, insurance or others that would incur additional fees. Additional surcharges may apply if the data you provided regarding the Shipment was incorrect and the fees charged by the carrier were higher. We may discontinue the Website and our Services, including any of the Website's features, at any time and without notice to you.

**4.5.3 Claim Procedure.** In the event 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 to either submit a ticket [here](#), attaching the tracking number and proof of complaint. We analyze the case and if your claim is substantiated, we will then trigger a refund. Webinterpret offers refund(s) for the lost (even partial) or damaged Shipments. You agree that you have 60 (sixty) days from the Acceptance date to submit a claim. Nevertheless, you acknowledge and agree that we will not consider any claim or dispute submitted to us after 1 (one) year from the date you discovered, or should have discovered, the event triggering the claim. Webinterpret investigates all claims it receives in a fair and speedy manner, but such investigations are more accurate and are easier to perform the sooner the loss or damage is alleged to have occurred and, for that reason, timely notification of a claim is both highly recommended and necessary to ensure that such investigations can be performed fairly.

## 5. Services and Billing

### 5.1. Tariffs and Offers

We may offer a number of services for purchase, as defined above, in the form of subscriptions, commissions, one-off payments, promotions, or other special offers containing different options, Services and features. From time to time, additional products and services may be available to you for additional fees. We reserve the right to modify, terminate or otherwise amend our offers and tariffs at any time and at our sole discretion. We may change the current fees and charges or add new fees and charges from time to time, but we will give you advance notice of these changes. We will not provide advance notice for temporary promotions. We may also not always be able to notify you of changes in any applicable taxes. Your purchased services may be governed by separate terms that will be provided to you during the purchase process or otherwise through the Services. Additional information about our Offers may be found [here](#).

### 5.2. Free Trials

We may provide you with free trials for a chosen service. During the free trial, you may have limited access to and features of the Services. We may change the features offered and terms of our free trials at our discretion. At the end of the free trial period, you may have the option to purchase a subscription or other service or terminate the free trial.

### 5.3. Payment terms

You agree to pay us all fees and applicable taxes, customs and import duties incurred by you in connection with your use of the Services and in accordance with your payment terms. Unless agreed otherwise, invoice(s) for purchased Services will be sent to you once per month and will require payment within 5 days. In case of the shipping Services, you will be issued an invoice once a week with a 5-day payment deadline. We may conclude a separate agreement with you. PAYMENTS ARE NON-REFUNDABLE AND THERE ARE NO REFUNDS FOR PARTIALLY USED PERIODS. FOR SHIPPING SERVICES, PAYMENTS ARE NON-REFUNDABLE, UNLESS THE SERVICES ARE CANCELLED (see section 5.4) OR AGREED OTHERWISE BY THE PARTIES.

### 5.4 Cancellation

During a free trial period, you can terminate the trial of that Service at any time and without explanation. The services you purchase, including subscriptions, will continue to be in effect unless and until you properly cancel in accordance with, if applicable, any specific terms provided to you at the time of purchase or unless the Services are otherwise suspended or discontinued pursuant to these TOS. You agree that you need to have a valid connection to the Webinterpret platform (token) to properly cancel your Account. If you do not have such connection, you acknowledge and agree that Webinterpret will not be liable for any losses of and/or damages to your account after the cancellation date caused by any part of the service left live. You also acknowledge and agree that any part of the Services (including but not limited to the international listings) will no longer be available after the cancellation request has been processed. All Account termination requests should be sent by email to our [Customer Support](#).

### 5.5 Unpaid Amounts

It is important that each user of the Services honor their payment obligations. If, for some reason the payment for our Services has 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. Accordingly, we reserve the right to pursue any amounts you fail to pay to us 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. We may suspend immediately or terminate this agreement, your Account or your use of the Services or access to WI Content (as defined below in section 6.1) and delete all your listings at any time if you are delayed with any payment due to us in connection with your use of the Services. Notwithstanding the terms of this Section 5 any amounts not paid by the user on the due date shall, 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. In addition, in the event of late payment, we may charge the user a fixed collection fee of EUR 40 (as may be amended by relevant national legislation from time to time) as a minimum compensation for our recovery costs, without prejudice to our right to seek full indemnification for all additional costs incurred by us to collect amounts due. You agree that we reserve the right to charge you with any and all outstanding invoices as soon as any valid payment method is set up.

## 6. Licenses and Content

### 6.1. Your License to Use the Services

The Services 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 (“WI Content”). Subject to your compliance with the TOS, we grant you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Services and to access, use, view and print any WI Content solely for the purpose of placing listings on Sales Channels agreed with Webinterpret. 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 WI Content, except as expressly permitted in the TOS. 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 TOS.

### 6.2. 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, worldwide, royalty-free and non-exclusive license for the legal duration of the intellectual property rights related to the User Content, to use, distribute, reproduce, modify, adapt, publish, re-publish, translate, localize, publicly perform and publicly display such User Content (in whole or in part) for the purposes of carrying out the Services.

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, re-published, shared, emailed, transmitted or otherwise made available via the Services by you or other users. Accordingly, you represent and warrant that: (i) either you 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 necessary to grant us the rights in such User Content, as envisaged under these TOS; 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) at our sole discretion to pre-screen, refuse, permanently delete and/or update any User Content or WI Content available via the Services. Without limiting the foregoing, we and our designees shall have the right to remove any User Content or WI Content that violates the TOS, may expose us to potential legal liability or risk, or is otherwise objectionable, at our sole discretion. You acknowledge that we will use our best efforts to minimize potential IP rights claims. You understand that by using the Services, you may be exposed to User Content or WI Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content or WI Content. You further acknowledge and agree that you bear the sole risk of reliance on any User Content or WI Content available on or through the Services.

You are solely responsible for your interactions with other users of the Services and with any third-party buyers.

Webinterpret may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others or disable and/or remove infringing content. 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 Webinterpret's copyright agent a notice containing the following information:

- an electronic or physical signature of a 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 on the site;
- 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.

Webinterpret's copyright agent for notice of claims of copyright or other intellectual property infringement can be reached in the following ways:

email to our [Customer Support](#),  
Webinterpret S.A.S,  
128, rue de la Boétie, 75008 Paris, France

### 6.3. Proposal Submissions/Feedback

For any proposals or ideas that you submit to us, in addition to any other representations or warranties in these TOS, you represent and warrant that you have the right to disclose such ideas or proposals to us and that such disclosure does not violate the rights of any other person or party. By submitting your idea or proposal 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 proposals or ideas provided by you. We assume no fiduciary or confidentiality obligation of any kind with respect to any proposals, ideas or suggestions made by you that relate to our products or services. You also understand and agree that our willingness to review any proposals or ideas 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. If you choose to provide feedback, comments and suggestions for improvements to the Services or otherwise (in written or oral form) (“Feedback”), you grant us a non-exclusive, royalty-free, fully paid, fully sub-licensable, irrevocable worldwide license, for the duration of protection of such Feedback under applicable international treaties and domestic laws, under any and all of your copyright related to that Feedback, and you agree that any such Feedback or any derivative works thereof may be displayed, reproduced, used, sublicensed, posted or published by us and you are not entitled to any compensation or reimbursement of any kind from us for the Feedback under any circumstances.

## 7. Ownership and 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 TOS, Webinterpret and its licensors exclusively own all right, 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 Webinterpret used herein are trademarks or registered trademarks of Webinterpret. Any other trademarks, service marks, logos, trade names or other proprietary designations are the trademarks or registered trademarks of their respective parties.

## 8. Rules of Conduct

You expressly agree not to do any of the following:

- Use the Services in a way that breaches the user agreement, policies, Webinterpret's Privacy Policy or privacy policies of any Sales Channel to which you link your Account.
- Post, upload, publish, submit or transmit any User Content (including any links thereto), or engage in any action 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.
- 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;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- 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;
- 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, to scrape, spider or crawl the Services, or harvest or manipulate data. You additionally agree that you will not: (1) take any action that imposes, or may impose at 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;
- Use, display or broadcast the Services, or any individual element within the Services, Webinterpret's name, any Webinterpret trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page - without Webinterpret's express written consent;
- Attempt to probe, scan, or test the vulnerability of any Webinterpret system or network or breach any security or authentication measures;

- Impersonate another person, indicate falsely that you are a Webinterpret employee or a representative of Webinterpret, or attempt to mislead users by indicating that you represent Webinterpret or any of Webinterpret's partners or affiliates; or
- Encourage or enable any other individual to do any of the foregoing.

## 9. 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 it 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 such as the TOS; (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) to protect the rights, property or safety of Webinterpret, 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 the TOS, 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 TOS. We reserve the right, at any time and without prior notice, to remove or disable access to any WI or User Content that we, at our sole discretion, consider to be objectionable for any reason, in violation of the TOS or otherwise harmful to the Services. To protect the integrity of the Services, we also reserve the right at any time and at our sole discretion to block users from certain IP addresses from accessing and using the Services.

To improve your user experience, and that of your customers, you acknowledge and agree, that, if applicable, during your order execution, email communication between you and the buyers with regard to the shipping service will be conducted through Webinterpret. Messages related to shipping and sent to buyers may be edited and optimized 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 Webinterpret, we guarantee that the email addresses of buyers (alias addresses) will be active for thirty (30) calendar days post notice of cancellation. Once these 30 days have elapsed, these buyer addresses (alias addresses) may be deactivated/removed at any time without additional or prior notice.

## 10. Data Privacy

To provide you with the 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. We also need to collect and process the personal data of the sender and recipient (if different than yours). By agreeing to these Terms, you agree that your personal data, as well as other data you provide, will be processed either by Webinterpret, its affiliates, or subcontractors and service providers (“Personal Data”). By using our Services, you accept the terms of our Privacy Policy and you consent 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 shipping to you or Consignee. You are also responsible for the execution of all information duties toward data subjects whose data you are providing. Your personal and order information will be collected, used and disclosed only for the purpose of providing the Services in accordance with Webinterpret’s Privacy Policy, which may be found [here](#). You acknowledge that Webinterpret may disclose this information, however collected, to its affiliates, partners, subcontractors and service providers and other third parties (such 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. Except as concerns translation errors which are covered by Section 4.2.1 i. above, if you notify our [Customer Support](#) by email within ten (10) days of receipt of a Service that this Service was defective, then we will review the situation and, if we determine that the Service was defective and that we are responsible for the defect, we will, at our choice, either reperform the Service at no extra charge or reimburse to you the amount you paid for the portion of the Service that was defective. You agree that this shall constitute your sole and full remedy for any defects in the Services. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE AND WI CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICE OR WI CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. EXCEPT AS OTHERWISE PROVIDED HEREINABOVE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SERVICES OR WI



CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WE DO NOT GUARANTEE ANY IMPACT ON YOUR PROFITS OBTAINED THROUGH SALES ON SALES CHANNELS BASED ON YOUR USE OF THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES (SUCH AS BUYERS).

## 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;
- THE CONTENT, ACTIONS OR INACTIONS OF THIRD PARTIES, INCLUDING CONTENT PUBLISHED USING OUR SERVICES;
- VIRUSES OR OTHER MALICIOUS SOFTWARE CONTAINED IN THE SERVICES OR GLITCHES, ERRORS OR INACCURACIES 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 THE 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 THE COUNTRY FROM WHICH YOU VALIDLY ACQUIRED AND USE THE PRODUCT 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 WI Content or User Content, your breach of any law or the rights of a third party, or your violation of these TOS. If you have a dispute with one or more users, 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. Termination

We may terminate this agreement, your Account or your use of the Services or access to WI Content, at any time and for any reason, by giving you at least ten (10) days written notice of our intention to do so, this termination being effective as of said date. In such case, 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 after the date of the termination. Payment of this compensation constitutes your sole and full remedy for termination by Webinterpret of this agreement, your Account, your use of the Services and access to WI Content. In addition, if we believe that a material breach of these TOS has been committed by you, we shall give you a notice of such breach. If you fail to remedy the breach within ten (10) days of receipt of the notice, then we shall have the right to terminate forthwith this agreement, your Account, your use of the Services and access to WI Content without judicial proceeding by giving you a written notice of termination. In the event of any termination, whether by you or us, Sections: 5.5, 6, 7, 9-13, 15, and 16.2.2, 16.2.3, and 16.2.5 of these TOS will survive and continue in full force and effect. If your Account is cancelled, we do not have an obligation to return to you any WI Content or User Content you have posted to the Services.

## 15. Applicable Law and Competent Jurisdiction

The Webinterpret 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 us [here](#) regarding any concerns you have regarding the Services. Most concerns are quickly resolved in this manner and 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 an 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 these TOS, shall be submitted to the exclusive jurisdiction of the courts of Paris (France), even in the case of summary proceedings, multiple defendants or appeals.

## 16. General Provisions

### 16.1. Notices and Electronic Communications

By using the Services, you consent to receiving electronic communications from us. These communications may include invoices, notices about your account, confirmation emails 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 from 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 minute 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 account or your use of our Services (such as to 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 billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the 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.

## 16.2. Miscellaneous

**16.2.1. Service Testing.** From time to time, we test various aspects of the Services, including our website, user interfaces, service levels, promotions, features, and pricing, and we reserve the right to include you in or exclude you from these tests without notice. You acknowledge and agree that such testing may from time to time temporarily impair or change parts of the Services.

**16.2.2 Framing, Linking and Third Parties Services.** You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material, or information or one that violates any intellectual property, proprietary, privacy or publicity rights. Any violation of this provision may, at our or any of our affiliates' discretion, result in the termination of your use of and access to the Services, effective immediately.

The Services, or third parties, may provide links to other sites or online services. Because we have no control over such sites and services, you acknowledge and agree that we are not responsible for the availability of such external sites or services, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

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

**16.2.4 Export Control Laws.** We do not represent that the materials in the Services are appropriate or available for use in any location. Those who choose to access the Services do so at their own initiative and are responsible for compliance with all applicable local laws, including, if you are in the United States, any applicable export control or foreign assets control regulations.

**16.2.5 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 obligations hereunder due to unforeseen circumstances or causes 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.

**16.2.6 Miscellaneous.** You acknowledge that these 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 TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible by law, and the other provisions of the TOS will remain in force. Our failure to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision unless acknowledged and agreed by us in writing. The section titles in these 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 TOS. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the TOS.

## 17. Translated Versions of TOS

These Terms of Service are also available for viewing in [French](#), in [German](#), in [Italian](#).

## 18. Contacting Webinterpret

If you have any questions about these TOS, please contact our [Customer Support](#).