

Terms & Conditions

The following Terms & Conditions (the "**Agreement**") applies to any purchase you make on this website. When you place an order with I-PARCEL, you agree to be bound by this Agreement.

1. **What We Do.** i-Parcel, LLC. ("I-PARCEL") has agreements with merchants located in the U.S. ("**Merchants**") to make their merchandise available to customers living outside of the U.S. ("**you**"). Through these agreements, you can purchase merchandise at a price in a currency you select. The price will include international shipping costs, and an amount for brokerage costs, import duty and sales taxes and a fee for administrative costs relating to the paperwork for clearing customs and paying import duty and sales taxes. This amount is based on I-PARCEL's best estimate of the import duty and sales taxes on the merchandise you purchase but may not reflect the actual duty and sales taxes that must be paid for the merchandise. Your purchase will be with I-PARCEL, not with the Merchant. In order to purchase the merchandise, you will provide I-PARCEL with payment information. By providing this information, you authorize I-PARCEL to verify the information's adequacy and sufficiency. If I-PARCEL is unable to verify the payment information automatically, I-PARCEL representatives may contact you and/or your credit card issuer in a further attempt to verify this information. After I-PARCEL has successfully verified your payment information, I-PARCEL will provide its own payment information to the Merchant to purchase the merchandise you have ordered. I-Parcel will then resell the merchandise to you at the agreed-upon price, using your payment information. I-PARCEL is under no obligation to provide merchandise to you until I-PARCEL has actually received from the applicable Merchant the merchandise that you order.

2. Non-Commercial Use Intent and Compliance with U.S. Exports and Sanctions

Law(s). You agree that you are purchasing merchandise from I-PARCEL for non-commercial use only and that you will not resell any such merchandise. You also agree and certify that any merchandise purchased from I-PARCEL will not be exported, sold, or transferred in violation of law, including the U.S. Export Administration Regulations or applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury.

3. **Title to Goods.** Title of merchandise purchased by you shall transfer from I-PARCEL to you when the merchandise is shipped by I-PARCEL from its facility in the U.S.

4. **Credit Card Billing.** I-PARCEL will bill your credit card for your purchase. The charges will appear on your credit card statement with the descriptor "I-PARCEL GLOBAL SHOPPING", which stands for the I-PARCEL network. I-PARCEL will bill your credit card after it has shipped your merchandise from its facility. If I-Parcel receives only part of your order from a Merchant, I-PARCEL will process the merchandise received, and will bill for the entire amount of your purchase after it has shipped the part of your order that it received from a Merchant.

5. **Brokers.** You authorize a licensed transportation partner chosen by I-PARCEL to act as your agent for any merchandise you purchased from I-PARCEL. The licensed transportation partner will transact business with foreign revenue authorities to clear your merchandise and account for duties and taxes on your behalf. If you return merchandise through the I-PARCEL network, the partner will handle the return and prepare and submit refund claims on your behalf. Foreign revenue authorities will send any refund of duties and taxes that were paid on the returned merchandise directly to I-PARCEL, which in turn will send you any applicable refund. If the refund check is issued in your name, you authorize the transportation partner to endorse the check, to allow I-PARCEL to be reimbursed.

6. **Returns.** If you elect to return any merchandise, you must contact the Merchant whose merchandise you purchased. You will be subject to the Merchant's return policy.

7. MERCHANTS' WARRANTIES AND I-PARCEL'S DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

(A) ANY WARRANTIES ON THE MERCHANDISE YOU PURCHASE FROM I-PARCEL ARE PROVIDED BY THE MERCHANTS AND NOT BY I-PARCEL. I-PARCEL WILL MAKE COMMERCIALY REASONABLE EFFORTS TO REQUIRE CONTRACTUALLY ITS MERCHANTS TO HONOR ANY WARRANTIES POSTED ON THEIR WEB SITES AT THE TIME YOU PLACE YOUR ORDERS WITH I-PARCEL. YOU AGREE TO LOOK TO THE MERCHANT AND NOT TO I-PARCEL TO RESPOND TO ANY QUESTIONS ABOUT MERCHANDISE AND REQUESTS FOR MERCHANDISE SUPPORT. THIS INCLUDES, WITHOUT LIMITATION, ANY CONCERNS YOU MAY HAVE ABOUT THE FITNESS, QUALITY, OR SAFETY OF ANY

MERCHANDISE. YOU ALSO AGREE TO LOOK TO THE MERCHANT AND NOT TO I-PARCEL FOR ANY LOSS, DAMAGE OR DELAY OCCURRING DURING STORAGE, HANDLING SHIPMENT OR DELIVERY OF THE MERCHANDISE

(B) I-PARCEL'S MERCHANTS PROVIDE ALL PRODUCT IMAGES, DESCRIPTIONS AND SPECIFICATIONS. I-PARCEL DOES NOT WARRANT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY SUCH IMAGE, DESCRIPTION OR SPECIFICATION.

(C) I-PARCEL PROVIDES NO WARRANTIES, GUARANTEES OR COVENANTS OF ANY KIND RELATING TO THE FITNESS, QUALITY, SAFETY, OR INABILITY TO USE, OR INABILITY TO HAVE REPAIRED OR SERVICED, ANY MERCHANDISE YOU PURCHASE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, I-PARCEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO FITNESS, QUALITY, OR SAFETY OF MERCHANDISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, I-PARCEL DISCLAIMS ANY LIABILITY FOR ANY LOSS, DAMAGE OR DELAY OCCURRING DURING STORAGE, HANDLING, SHIPMENT OR DELIVERY OF THE MERCHANDISE.

(D) YOU AGREE THAT I-PARCEL AND ITS SUBSIDIARIES AND AFFILIATES (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND REPRESENTATIVES) SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND ARISING FROM (1) THE USE OF THE MERCHANDISE YOU PURCHASE; AND (2) MISUSE OF YOUR PERSONAL DATA IN CASES WHERE YOU EXPLICITLY INSTRUCTED I-PARCEL TO PROVIDE YOUR PERSONAL DATA TO A MERCHANT FOR THE PURPOSE OF SUBSCRIBING TO THE MERCHANT'S MARKETING MESSAGES.

(E) YOU AGREE THAT IN NO EVENT SHALL I-PARCEL AND ITS SUBSIDIARIES AND AFFILIATES (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND REPRESENTATIVES) BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL AND PUNITIVE DAMAGES, EVEN IF YOU HAVE ADVISED I-PARCEL OF THE POSSIBILITY OF SUCH DAMAGES.

8. ADDITIONAL LIMITATION OF LIABILITY. YOU AGREE THAT I-PARCEL'S TOTAL LIABILITY FOR ANY MERCHANDISE YOU PURCHASE SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF SAID MERCHANDISE OR \$100, WHICHEVER IS LESS, PLUS THE COST OF SHIPPING SAID MERCHANDISE TO YOUR ADDRESS. THIS LIMITATION OF LIABILITY APPLIES IN ADDITION TO THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

9. Entire Agreement and Severability. This Agreement states the entire agreement between you and I- PARCEL. If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement. You and I-PARCEL agree that we intend that this Agreement, including without limitation any limitation of liability herein, be enforced as written, but otherwise to the maximum extent allowable by law.

10. Analytics. When you place an order with I-PARCEL, you agree that I- PARCEL may analyze aggregated transactional data, without any personal identifying information, for the purpose of identifying trends, statistics and measurements that could contribute to the enhancement of I-PARCEL's services. By way of example and not limitation, such aggregate use could include identifying market sensitivities, and relative market interest in specific product categories.

11. Trademarks. The I-PARCEL mark is a registered U.S. trademark of I-Parcel.

12. Jurisdiction and Applicable Law. The laws of the State of Delaware in the United States of America, excluding its conflicts-of-law rules, shall govern this Agreement. You understand and agree that you are waiving any legal protections otherwise provided by laws applicable to consumers in your country, and you acknowledge that I-PARCEL and its Merchants would not facilitate your purchase of merchandise from I-PARCEL if that were not the case. This Agreement and the transactions contemplated herein are not and never will be subject to the United Nations Convention on the Uniform Sale of Goods or the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioner on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any

jurisdiction. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU HEREBY AGREE, CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS SITUATED IN THE STATE OF DELAWARE IN ANY ACTION, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT..