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 LLC ("I-PARCEL"), you agree to be bound by this Agreement. For purposes of this Agreement, I-PARCEL means I-PARCEL, its affiliates, successors and assigns.

1. **WHAT WE DO:** I-PARCEL has agreements with retailers ("Retailers") to make their merchandise available to customers ("you"). Through these agreements, you can purchase merchandise at a price in a currency you select. The price will include international shipping costs, customs duty ("customs duty" or "duty"), fees, and taxes, and a fee for administrative costs. Your purchase will be with I-PARCEL, not with the Retailer. 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. I-PARCEL is under no obligation to provide merchandise to you until I-PARCEL has actually received from the applicable Retailer the merchandise that you order.

2. **Shipments to Canada via Canada Post.** I-PARCEL is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering goods from I-PARCEL, I hereby authorize William L. Rutherford Ltd. an approved customs broker in CREDITS, to act as my agent, and to transact business with the CBSA to obtain release of my merchandise, account for duties and taxes, return merchandise to I-PARCEL, and electronically submit refund claims on my behalf. Under the CREDITS program, I understand that the CBSA will send any refund of duties and taxes that were paid on the returned merchandise to the customs broker, and that I will obtain the refund directly from I-PARCEL. Further, I also authorize William L. Rutherford Ltd. to forward any refund issued by the CBSA in my name, so that I-PARCEL can be reimbursed.

3. **Shipments to Canada via UPS Canada.** I-PARCEL is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering goods from I-PARCEL, I hereby authorize William L. Rutherford Ltd. an approved customs broker in CREDITS, to act as my agent, and to transact business with the CBSA to obtain release of my merchandise, account for duties and taxes, return merchandise to I-PARCEL, and electronically submit refund claims on my behalf. Under the CREDITS program, I understand that the CBSA will send any refund of duties and taxes that were paid on the returned merchandise to the customs broker, and that I will obtain the refund directly from I-PARCEL. Further, I also authorize William L. Rutherford Ltd. to forward any refund issued by the CBSA in my name, so that I-PARCEL can be reimbursed.

4. **Shipments to Canada via UPS Express US.** I-PARCEL is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering goods from I-PARCEL, I hereby authorize William L. Rutherford Ltd. an approved customs broker in CREDITS, to act as my agent, and to transact business with the CBSA to obtain release of my merchandise, account for duties and taxes, return merchandise to I-PARCEL, and electronically submit refund claims on my behalf. Under the CREDITS program, I understand that the CBSA will send any refund of duties and taxes that were paid on the returned merchandise to the customs broker, and that I will obtain the refund directly from I-PARCEL.
Further, I also authorize William L. Rutherford Ltd. to forward any refund issued by the CBSA in my name, so that I-PARCEL can be reimbursed.

5. **Non-Commercial Use Intent and Compliance with U.S. Export Controls 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, re-exported, or transferred in violation of law, including, but not limited to, the U.S. Export Administration Regulations or applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury.

6. **Delivery, Risk of Loss and Title to Goods.** The agreement of purchase and sale conclude in the country where the Retailer delivers the goods to the I-PARCEL processing facility (“Facility”) (“Retailer Country”) and payment for the goods is made and received by I-PARCEL in the Retailer Country. You agree that the goods are considered to be delivered or made available to you and risk of loss and title transfers to you in the Retailer Country, at the time of shipment by I-PARCEL from the Facility and prior to the goods’ exportation from Retailer Country.

7. **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 provision of services by the I-PARCEL or UPS service network (“Service Network”). I-PARCEL will bill your credit card after it has shipped your merchandise from the Facility. If I-PARCEL receives only part of your order from a Retailer, I-PARCEL will process the merchandise received, and will bill separately for the items in your order as they are shipped, except that I-PARCEL will bill all shipping fees, duties, taxes, and other fees (including the fee for administrative cost) with the charge to your credit card for the first item shipped.

8. **Brokers.** You authorize I-PARCEL to appoint a licensed transportation partner and issue a power of attorney on your behalf to such licensed transportation partner, providing the licensed transportation partner the authority to act as your customs broker for any merchandise you purchased from I-PARCEL, make entry in your name, and conduct customs business and clearance on your behalf. You authorize I-PARCEL to share any information related to your purchase of the Retailer’s merchandise from I-PARCEL that is necessary to allow for customs clearance and international shipment of the goods with the licensed transportation partner. The licensed transportation partner will transact business with foreign revenue authorities to clear your merchandise and account for duties, fees, and taxes on your behalf. Furthermore, for goods being imported into the European Union, you consent to and appoint the licensed transportation partner to act in the capacity of a “direct representative.” In accordance with Council Regulation (EEC) no. 2913/92 establishing the Community Customs Code, a “direct representative” acts in the name of and on behalf of another person. In relation to import declarations, the importer will be liable for any customs debt arising from the declaration. Furthermore, for goods being imported into Ireland you consent to hereby appoint Cargo Community Systems Limited, Trading as Customs matters EORI NO: IE4851008A to act on your behalf in the capacity of a Direct Representative in accordance with Council Regulation (EEC) no. 2913/92 establishing the Community Customs Code.

9. **Returns from Canada:** I-PARCEL will refund you the original merchandise price and any duties and taxes originally paid on the item in the same currency as your original order. Goods must be returned to I-PARCEL and not the retailer.
10. **Returns other than Canada:** If you elect to return any merchandise, you must contact the retailer whose merchandise you purchased. You will be subject to the Retailer’s return policy.

11. **RETAILERS’ WARRANTIES AND I-PARCEL’S DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** (A) AS DETAILED ELSEWHERE HEREIN, YOU ARE MAKING YOUR PURCHASES DIRECTLY FROM I-PARCEL AND NOT THE RETAILER. NONETHELESS (AND WITHOUT LIMITING OR ALTERING THE DISCLAIMERS AND LIMITATION SET FORTH ABOVE OR BELOW). I-PARCEL WILL MAKE COMMERCIALLY REASONABLE EFFORTS TO REQUIRE CONTRACTUALLY ITS RETAILERS TO HONOR ANY WARRANTIES POSTED ON THEIR WEB SITES AT THE TIME YOU PLACE YOUR ORDERS WITH IPARCEL. YOU AGREE TO LOOK TO THE RETAILER 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 RETAILER AND NOT TO I-PARCEL FOR ANY LOSS, DAMAGE OR DELAY OCCURRING DURING STORAGE, HANDLING SHIPMENT OR DELIVERY OF THE MERCHANDISE (B) AS I-PARCEL’S RETAILERS PROVIDE ALL PRODUCT IMAGES, DESCRIPTIONS AND SPECIFICATIONS TO I-PARCEL, 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 RETAILER FOR THE PURPOSE OF SUBSCRIBING TO THE RETAILER’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.

12. **ADDITIONAL LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED ON SECTION 14, 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.

13. **Entire Agreement and Severability.** This Agreement states the entire agreement between you and I-PARCEL and shall become effective after you scroll-through the terms and conditions herein and
click the “I Accept” button during the checkout process. 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.

14. **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.

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

16. **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 Retailers 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.

17. **Shipping Insurance.** If your merchandise value is over $100 USD you will be offered the option to purchase additional Shipping Insurance to cover your merchandise. If you elect to purchase this insurance, you will be covered at the rate of .75 USD per $100 USD of value starting from $0 where the insurance must be purchased in $100 blocks. i-parcel's liability stated in section 9 under additional limited liability will no longer apply and your merchandise will be covered based on the amount you have selected for insurance. You cannot over insure your merchandise.