

## **TERMS OF SALE**

Last updated: March 2022 (Global-e Version: 6.01)

GLOBAL-E FRANCE SAS. (a company incorporated in France, referred to as "Global-e", "we", "our" or "us"), having its registered office at 320 rue Saint-Honoré, 75001 Paris, France is the sales facilitation and fulfilment partner of the retailer operating the e-commerce website ("**Website**"), where the products were made available to you for purchase through the Website and delivery to you ("**Merchandise**"). The retailer has an agreement with Global-e allowing Global-e to act, as the merchant of record, in Global-e's name and on behalf of the retailer.

By visiting the checkout, operated by Global-e and residing on the Website ("**Checkout**"), and placing your order ("**Order**") through the Checkout, you confirm that you have read, understood and agreed to the Terms of Sale and the [Privacy Notice](#) (together, "**Terms**") in their entirety and you agree to be bound by them. If you do not agree to these Terms, please do not order any Merchandise through the Checkout. These Terms define your legal relationship regarding the Checkout, the placement of Orders for purchase of Merchandise and purchase thereof.

Please print or save these Terms for future use as there is no warranty that they will remain accessible in future.

This agreement is entered into in the English language, if a non-English language version of these Terms was posted or provided, you agree that the translation is provided for convenience only and that the English language version will govern.

### **GENERAL**

You buy the Merchandise in your local currency and at a price that normally includes any applicable sales taxes (such as Value Added Tax, Goods and Services Tax, Consumption Tax), plus international delivery costs and fees ("**Delivery Costs**") and, if available for pre-payment, any import duties, tariffs and similar fees that may be imposed by the delivery destination ("**Import Charges**"). If you have elected not to pre-pay Import Charges, please be aware that the carrier or the broker of your choice may impose fees which cannot be calculated and/or estimated at the time of Checkout.

From time to time, without advanced notice and in select destinations, Delivery Costs and/or Import Charges could be covered, partially or fully. The Website will provide details about such offers before completing and placing the Order.

Orders placed via the Checkout are solely reserved for "Consumers", only: (i) as defined by law and case law precedent, and (ii) individuals acting exclusively on their own behalf. Any Order which is obviously not a consumer retail sale and, more generally, any Order that is fraudulent or presumed as such, will not be accepted. Prior to placing an Order, you represent and warrant that the purchase of the Merchandise has no direct link to commercial activity of any kind and is strictly and solely for personal use.

The characteristics of the Merchandise you buy, as well as the price, Delivery Costs and Import Charges (if available for pre-payment), shall be those displayed to you on the Checkout. Please make sure you review your checkout page so that you can identify and correct any input errors.

You are advised that there may be minor differences between the actual Merchandise and the way that it appears on the Website/Checkout, e.g., in relation to appearance / color / texture / finish. The labelling or packaging of the Merchandise may differ from the images of these which you see on the Website and may not be in your own language.

Quantity limits may apply in relation to Orders of a certain Merchandise. Orders exceeding a certain number of authorized Merchandise could be refused at any moment in time, without prior notice.

### **BROWSING, CHECKOUT AND ACCEPTANCE OF ORDERS**

You place the Order for the Merchandise by using the Checkout ordering process. This involves selecting the Merchandise, placing it in the shopping cart/basket and transmitting the order by clicking on the "**PAY AND PLACE ORDER**" button (or similar button) on the Checkout. This process permits you to check and amend any errors before making an order by using the "back" button.

To place an Order, you must be at least at the age which enables you to bind yourself to contracts per local legal requirements in the place where you reside. By placing an Order, you confirm that you meet this requirement.

The information contained in these Terms and the data contained on the Website and Checkout do not constitute an offer to sell, but rather an invitation to contract. Once you have placed your Order, it will be acknowledged via an email which will contain the relevant details of your Order. Please note, this e-mail does not constitute an acceptance of your Order to buy the Merchandise – it only constitutes an acknowledgement of your Order. Your Order is not accepted (and therefore no commitment is made to provide you with the Merchandise), and no contract for the sale of such Merchandise shall come into effect, until your Order is specifically accepted and a confirmation email is sent ("**Order Confirmation**"). Order confirmation is subject to fraud checks and certain other mandated regulatory checks (such as 'Denied Parties Screening').

If the payment method you selected at Checkout supports an authorization mechanism (e.g. most credit/debit cards), then when you place your Order the applicable amount will only be authorized. You will be charged only after the Merchandise has been dispatched to you, unless the Order is a 'pre-order' or a similar type of order, in which case the charge could be made even before the Merchandise has been dispatched, depending on the particulars of the pre-ordered Merchandise. If the payment method you selected does not support authorization mechanism, the charge will be immediate upon placing the Order (or such other timing set by that specific payment method you used, if applicable). Please note that you will be charged the full Order amount even if the Order is dispatched in parts. Where PayPal/PayPal Express is offered as a payment method, the full amount of your purchase may be taken immediately following the placement of your Order. Pre-Payment shall not affect your legal rights under these Terms (including for example any right of refund). If shipping, delivery or fulfilment obligations cannot be performed (subject to these Terms), you will be notified via email and a refund of the pre-payment will be made without delay.

Appropriate efforts are made to process and fulfil any Order as quickly as possible. However, certain Order may be declined, notably abnormal orders, orders which are suspected to be placed not in good faith or orders which have not been placed by individuals. Your Order may also be declined or cancelled, upon notice to you, if: (a) the Merchandise is unavailable (in which case, if the payment was processed, you will be refunded in accordance with these Terms); or (b) the payment information you provided cannot be verified.

if a suspicion arises that someone's identity, address, email address and/or payment information has been used fraudulently or in an unauthorized manner, you may be required to provide additional verifications and information before, and as a condition to, the acceptance of any Order.

Moreover, an Order may be cancelled (in full or in part) even after the Order Confirmation was dispatched, if a suspicion arises that there could be, or actually were such circumstances (on our part or any third party's part) giving rise to a good faith, genuine or honest error, mistake or misunderstanding pursuant to which we would neither have sent the Order Confirmation nor have agreed to sell the Merchandise. An example could be a specious low price for a Merchandise otherwise costing significantly more. In the event of such genuine error, you shall receive a properly detailed notice of cancellation, following which your Order will be automatically cancelled, and you will be refunded the amounts you actually paid.

Nothing in these Terms affects consumers legal rights in relation to Merchandise that are not in conformity with the contract, whether because they are faulty, not as described or otherwise.

#### **EXCHANGE RATE**

Exchange rates may be set and updated regularly, and you acknowledge that such updates may affect Merchandise pricing on the Checkout. The price of the Merchandise will be the price (according to the applicable exchange rate) at the time you actually place your Order via the Checkout, as displayed on the Checkout.

#### **TITLE; RISK; IMPORTER OF RECORD**

The title to the Merchandise ordered is transferred to you the moment the Merchandise is dispatched to you in the dispatch country before export (where the contract for the sale of Merchandise is concluded), provided you have made full payment

of the Order amount (including Merchandise price, delivery charges if any and any other charges payable under these Terms, if any).

Risk of damage or loss transferred to you on delivery to you or to somebody identified by you to carry or take possession of the Merchandise on your behalf.

You will be considered the '**importer of record**' of the Merchandise, and Global-e (or someone on its behalf) will only be facilitating the importation on your behalf as your agent. You are responsible for assuring that the Merchandise can be lawfully imported to the destination, and you therefore need to comply with all applicable laws, regulations, certifications and rules of the destination into which you import the Merchandise. Please note the standard for using the Merchandise in the destination BEFORE ordering. Merchandise ordered to a destination with different standards cannot be returned for this reason and no liability will be assumed in any circumstances which may arise for purchasing Merchandise without the correct standards for your destination.

Please note that documentation such as user manuals, product care and handling instructions and safety warnings may not be in your language; you may not have available manufacturer's or other service options for the Merchandise or parts thereof; the Merchandise (and accompanying materials) may not be designed in accordance with the standards of the destination to which you order, product regulations, specifications or labelled in accordance with the requirements applicable in the destination or in your or the destination language; if the Merchandise are powered, that may not conform to the destination power parameters such as voltage or other electrical standards (for example you may need to use an adapter to charge your Merchandise).

You agree that you will not re-export or commercially re-sell any Merchandise purchased by you via the Checkout.

#### **FULFILMENT, HANDLING AND DELIVERY OF ORDERS**

You acknowledge and agree that Global-e or one of its third-party fulfilment services providers acting on its behalf, including the retailer (each a "***Fulfilment Provider***") may handle the delivery and fulfilment of your Order, and that Global-e has sole discretion as to the Fulfilment Provider it chooses to use.

Not all Merchandise can be delivered anywhere (due to limitations imposed on the Merchandise or by the destination) but the Checkout will not permit you to submit your Order if the Merchandise cannot be delivered to your specified address.

Delivery will be complete when the Merchandise will be delivered to the address which you specify when ordering (that may include the port of entrance to the destination as specified on the Checkout, in case you have selected not to pre-pay Import Charges).

Different parts of your order may be delivered on different dates. Unless otherwise stated, and subject to applicable laws, delivery dates given on Checkout (or on the Websites) are estimates only. Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days after the date of the Order Confirmation, unless there are exceptional circumstances (pre-order for example). Delivery timeframes are affected by your delivery address and the delivery method selected. Global-e is unable to specify an exact delivery date and time.

Global-e has no liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond its reasonable control and where Global-e could not have taken reasonable steps to deal with the delay. For example, delays resulting from customs clearance procedures or other actions of relevant authorities are generally outside Global-e control, or delays resulting directly from your actions or omissions.

If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to contact the delivery company to arrange re-delivery. Efforts will be made to deliver your merchandise according to the details in the Order.

#### **PAYMENT METHODS**

You may pay with the payment methods specified at Checkout. The availability of such payment methods is dependent on

your geographical location. When being charged, the descriptor you will see shall include Global-e identified as 'Global-e' and will substantially look like this: **\*\*Global-e//Merchant\*\***. Payments in relation to the Merchandise could be made to an intra-group affiliate as our agent, and such payment will discharge you from your payment obligations in connection with the purchase of the Merchandise from us.

You acknowledge and agree that: (i) you will be charged by Global-e or one of its third party payment processors ("**Payment Processor**"), through the payment method you have selected at Checkout for such Order and such other amounts payable under these Terms that may be due in connection with the Order; (ii) you will provide valid and current information about yourself; (iii) Global-e may use the tools, software or services of Payment Processors to process transactions on its behalf; and (iv) you may be charged bank or credit/debit card issuer with additional fees (such as foreign transaction fee or cross border fee) or surcharges imposed by your bank or credit/debit card issuer, and those are not Global-e charges or fees, and Global-e has no control over this nor does Global-e have any way to mitigate this, as this is purely up to the relationship and commercial terms between you and your bank or credit/debit card issuer, and Global-e also has no way of knowing in advance whether you will be charged such fees or surcharges, as each bank and credit/debit card issuer has its own policy, and Global-e commitment is to acquire the amount set at Checkout in your local currency.

Depending on your geography, payment may be routed through one of our intra-group affiliated companies, acting as our agent. Payment will be made to such affiliate, which will constitute a payment to us, and will discharge you from your payment obligations in connection with the purchase of the Merchandise from us.

**Payment by Invoice with Klarna:** In cooperation with Klarna and in certain jurisdictions only, you may be offered the opportunity to purchase the Merchandise using Klarna as a payment method. The terms and conditions which will apply to payment by Invoice with Klarna can be found [here](#), noting that German (not English) is the governing and binding language of such terms and conditions. Eligibility for use of the Klarna invoicing payment method will be determined by Klarna in their sole discretion and Global-e accept no liability in respect of your use of Klarna as a payment method. Where you choose to purchase your Merchandise using payment by invoice with Klarna, you will be sharing your personal data with Klarna and the terms of [Klarna privacy policy](#) shall apply to their use of your personal information. Global-e shall have no responsibility for their use of your personal data.

Global-e will process your payment for the Merchandise. Global-e will take reasonable care to keep the details of your Order and payment secure, but (in the absence of material negligence) Global-e cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.

### **IMPORT CHARGES**

For certain delivery destinations and/or Merchandise, you may be offered the option to pre-pay applicable Import Charges, which will then be calculated and added or included in the final price when you place the Order. In certain cases, the price of the Merchandise may already be inclusive of Import Charges.

In the event that the option to pre-pay applicable Import Charges is available for you and you choose to pre-pay such Import Charges, or if the Import Charges were already included in the price of the Merchandise, your final price will be fully guaranteed, and the actual Import Charges will be paid on your behalf to the applicable authorities, as determined by your delivery destination upon import of your Order.

Global-e may contract with a local licensed customs broker in the destination. Agreement to these Terms serve as an authorization for the applicable customs broker to act as your agent to: (a) conduct transactions with the local applicable authority, (b) complete, submit and execute related documents on your behalf in connection with the import of Merchandise in your Order, (c) facilitate the payment of applicable Import Charges; and (d) if applicable, return such Merchandise to Global-e or directly to the retailer (subject to these Terms).

You acknowledge that, in the case of a return of Merchandise, regardless of whether Import Charge was pre-paid or not, you (and not Global-e or anyone on its behalf) will be fully responsible for claiming back any Import Charges from the applicable tax authority, to the extent possible, and Global-e shall have no responsibility or liability in connection with such claim.

You may decide not to pre-pay the Import Charges at Checkout, or the option to pre-pay Import Charges may not be available for your delivery destination or the Merchandise. In such cases (i.e. where pre-payment doesn't apply): (a) you are advised that the amount of Import Charges displayed under the pre-pay option on the Checkout may not reflect the actual Import Charges payable by you as determined by your delivery destination's relevant authority, which may be more or less than such estimate; and (b) you will be fully responsible for paying all applicable Import Charges directly to the relevant authority (and for reclaiming them in the event of a cancellation or return or a return of Merchandise, to the extent permitted in the these Terms) as determined by the authorities of the delivery destination, and Global-e shall have no responsibility or liability in connection with the foregoing. Moreover, if you fail to pay Import Charges without reasonable reason causing the liability to fall on us or the carrier, the liability amount of Import Charges may be deducted from any refund or other amounts you may claim.

If you elected not to pre-pay Import Charges, or failed to pay Import Charges, or refused to accept Merchandise not in accordance with a due cancellation procedure under these Terms, in each case resulting with the Merchandise being returned or need to be returned, then you may be liable for the return delivery costs and may not be reimbursed or refunded for delivery costs paid by you for making the delivery to you. Global-e may also charge you with additional direct or indirect charges resulting from said failure or refusal. Global-e may, if that is in accordance with these Terms, reimburse and refund you for the cost of the Merchandise, but not the import charges which may or may not be reimbursable by the relevant authority.

If you are a Canadian consumer placing an Order through the Website and the Checkout to Canada, you hereby consent to the following Power of Attorney, which will be extended to our affiliated party, Global-e US Inc., that might be operating the order fulfilment on our behalf:

Global-e US Inc. is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering goods from Global-e US Inc., I hereby authorize DHL Express (Canada), 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 Global-e US Inc., 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 Global-e US Inc. Further, I also authorize the customs broker to forward any refund issued by the CBSA in my name, so that Global-e US Inc. can be reimbursed.

#### **RETURNS POLICY (ALL CUSTOMERS, EXCLUDING FAULTY AND PERSONALIZED MERCHANDISE)**

This Returns Policy applies to all customers. This policy does not apply to faulty or personalized Merchandise and such other Merchandise listed below. This returns policy is in addition to, and does not affect, the separate legal right of cancellation which is available only to EEA Consumers in some circumstances as explained below.

**The return request must be made within 30 days from the date the Order was placed (unless otherwise required by applicable specifically prevailing consumer law).**

If you wish to return Merchandise pursuant to these Terms, the following instructions apply:

- You must first inform of your decision to return your Order by a clear statement made through the returns portal available <<[here](#)>>, by following the instructions and providing the requested information therein, including providing proof of purchase (your Order identification number and the email address used for the purchase of the Merchandise), indicating the applicable items to be returned and the quantity thereof and selecting the applicable method of returning the product (if different options are available). If a returns portal link is not available on the Website, or on the Online Support link (if available) in the Order Confirmation, then you must inform of your intent to return your Order through retailer's customer support, which will guide you through the process.
- A return merchandise authorization ("RMA") number will be provided to you (through the portal (if applicable) and via e-mail) and, if applicable, a return shipment label will be generated.
- Promptly thereafter you will send back the Merchandise or hand it over as per the instructions provided to you in the return portal. You must act without undue delay and in any event not later than 14 days from the day on which you

communicate your cancellation of the contract. The RMA number must be included in the return package.

- The Merchandise must be returned in a new and unused state, in perfect condition, with all protective or other materials in place and tags and stickers attached to them (if applicable), as well as with the original box / container, including all accessories and documents.
- All returns could be subject to strict quality control to ensure that the returned Merchandise satisfy these requirements. If the Merchandise does not meet such standards, the return could be refused, and the Merchandise will be returned to you (at your own cost) or you will be liable for the Merchandise devaluation.
- Upon receipt of the returned Merchandise and confirmation that it has been returned in accordance with the applicable requirements, you will be reimbursed for the actual paid price of the returned Merchandise and such other fees, if applicable pursuant to these Terms.

If you have paid Import Charges in connection with your Order (either pre-paid at Checkout or paid upon receipt of the Order directly to the applicable authority), you acknowledge that (a) you must seek reimbursement directly from the applicable authority in your destination, (b) it will be your sole responsibility to claim such Import Charges back from the applicable authority in your destination, and c) Global-e cannot guarantee that such claim will be successful. If you have pre-paid Import Charges, upon your written request Global-e may exert appropriate efforts to assist you in obtaining reimbursement of such Import Charges, and for such purpose you hereby give Global-e a power of attorney to act in your name to try and obtain such reimbursement (however this power of attorney is not a guarantee that such reimbursement will be successful).

Any initial Delivery Costs paid by you in connection with the Order are reimbursable or refundable. However, any delivery and clearance costs incurred by you when returning Merchandise may not be eligible for reimbursement or refund other than in the event of defective Merchandise, where you will be reimbursed for the delivery costs.

From time to time, in select destinations, the delivery costs of returning the Merchandise may be covered on your behalf ("pre-paid"). Such coverage (or the absence of it), will be indicated clearly on the Website before Checkout.

Title and risk to the returned Merchandise will not be taken back or assumed until it physically arrives back to the returns facility, and therefore you are advised to use a courier service offering a tracking number, and to take out adequate insurance to cover the cost of the goods in transit.

### **CONSUMER CANCELLATION RIGHTS – EUROPEAN ECONOMIC AREA (EEA) ONLY**

If you are a "Consumer" and a resident of a member state of the European Union or Iceland, Liechtenstein, or Norway ("EEA"), you have a "cooling-off" right to cancel your Order subject to the provisions set out below. This right is not affected by any separate returns policy in these Terms.

#### **The "cooling-off" cancellation period will expire 14 days after the day of delivery.**

To exercise the right to cancel you must follow the same instructions as detailed in the refund policy above, provided however, that the following changes shall apply:

- Informing Global-e of your decision to cancel through the return portal must be done within 14 days as of the day of delivery (and not 30 days as of date Order was placed).
- You must return the product in the state mentioned in the return policy above, except that may use the product, only for such use that is necessary to assess the nature, characteristics and functioning of the Merchandise, as you would have used a physical shop. Deduction could be made from the reimbursement for loss in value of any Merchandise supplied, if the loss is the result of handling by you beyond what is necessary to establish the nature, characteristics and functioning of the Merchandise.
- Refund will be made within 14 days from receipt of your cancellation, but that can be delayed if the Merchandise was not received back or you failed to provide sufficient evidence to our satisfactory that you have returned the Merchandise. Unless expressly agreed otherwise, reimbursement will be made using the same means of payment as you used for the initial transaction,.

### **LIMITATION ON RETURNS POLICY AND CANCELLATION RIGHTS:**

*NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THERE IS NO RIGHT TO CANCEL OR TO RETURN MERCHANDISE WHICH WAS MADE TO YOUR SPECIFICATIONS OR WHICH IS CLEARLY PERSONALIZED. THERE ARE OTHER TYPES OF MERCHANDISE THAT ARE NOT ELIGIBLE FOR CANCELLATION OR RETURN SUCH AS FRAGRANCES, SEALED GOODS (SUCH AS DVDS OR AUDIO DEVICES OR GOODS LIABLE TO DETERIORATE OR EXPIRE RAPIDLY) OR OTHER MERCHANDISE WHICH ARE NOT SUITABLE FOR RETURN DUE TO HEALTH PROTECTION OR HYGIENE REASONS, IF THEY WERE SEALED AND BECOME UNSEALED AFTER DELIVERY.*

Only the buyer will be entitled to receive a refund of the purchase price. In no event will a person who has received the Merchandise as a gift be entitled to receive a refund. If you are a gift recipient and wish to return the Merchandise, please contact us to discuss your options.

### **LIMITED WARRANTY; RETURNS POLICY FOR FAULTY MERCHANDISE**

If any Merchandise you order is damaged or faulty when delivered to you or has developed a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe Merchandise was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible, preferably in writing, giving your name, address and order reference. Nothing in this section affects your legal rights.

For Merchandise shipped internationally, please note that the warranty may not be valid in the destination, or you may have only limited warranty valid in the destination. If warranty is valid and not limited and if you reside in the EEA and you purchased your Merchandise in the EEA, the warranty period is two (2) years from the date of purchase. Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EU directive 99/44. These rights are not affected by this limited warranty.

### **LIABILITY**

There are certain liabilities that cannot be excluded under applicable law. In particular, nothing in these Terms limits our (or as the case may be the retailer's) liability for personal injury or death caused by our negligence or our liability for fraud, or for breach of any term implied by applicable consumer rights legislation and which, by applicable law, may not be limited or excluded. You might have certain rights as a consumer, including legal rights relating to faulty product(s). Nothing in these Terms will affect these legal rights

Subject to this, in no event there will be any liability for any of your business losses. Any liability, if so exists, shall not exceed the purchase price of the relevant Merchandise and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your Order is accepted by us.

Global-e and retailer will not be responsible for any loss or damages incurred by unauthorized use of your payment card on the Checkout, and Global-e and retailer are not responsible for notifying your card issuer or any law enforcement authority in these instances.

You must give Global-e and retailer a reasonable opportunity to remedy any matter for which they are liable before you incur any costs remedying the matter yourself.

It cannot be guaranteed that the Website will be uninterrupted or error-free and Global-e cannot guarantee that the Checkout will be uninterrupted or error-free. Global-e and retailer are entitled without notice and without liability to suspend the Website or the Checkout for repair, maintenance, improvement or other technical reason.

To the maximum extent permitted by applicable law, Global-e shall not be held liable, if and in so far as it cannot fulfil its obligations as a result of circumstances beyond its reasonable control and where it could not have taken appropriate steps to avoid such effects including third party telecommunication failures.

## **INTELLECTUAL PROPERTY RIGHTS**

Any access or use of the Checkout for any reason other than your personal, non-commercial use, is prohibited. You further acknowledge that any other use of the material and content of the Checkout is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Unless otherwise stated, the copyright and other intellectual property rights in the content on the Checkout are owned by Global-e or our licensors.

You may print off one copy and may download extracts of any page from this Checkout for non-commercial, personal use.

## **GOVERNING LAW AND DISPUTES**

These Terms are governed by the laws of France, or other applicable laws (such as certain consumer laws in your own country), in case such laws clearly prevail French laws.

You agree that any dispute regarding these Terms or any Order will only be dealt with by the courts of Paris, France.

You hereby agree to the fullest extent permitted by applicable law, that you irrevocably waive all right to trial by jury as to any issue relating hereto in any action, proceeding, or counterclaim arising out of or relating to these Terms. If you are a resident of the United States, then you hereby agree that notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.

You are hereby informed that in the event of a dispute arising out of or relating to these Terms, you may have a right under applicable law to file a complaint with an alternative dispute resolution institute, such as the European Commission, which offers a platform for online dispute resolution (ODR) (For information about alternative dispute resolution which may be of interest, please refer to <http://ec.europa.eu/consumers/odr/>.) or such other institution to which you may have a legal right to use under applicable law.

## **MISCELLANEOUS**

Communications will be made electronically by sending email or otherwise posting electronically.

Global-e is committed to render the carry on its business in accordance with its Code of Conduct and Modern Slavery Policy (available here: <https://investors.global-e.com/corporate-governance/documents-charters>).

If any provision or provisions of these Terms shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Headings used in these Terms are for information and not binding.

Any failure by either party to exercise or enforce any right or provision of these Terms does not mean this is a "waiver" (i.e. that it cannot be enforced later). If any part of these Terms is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of these Terms shall continue to apply. These Terms may be transferred to a third party, without your consent, but this will not affect your rights or obligations. A person who is not a party to these Terms shall have no rights to enforce any term of these Terms except insofar as expressly stated otherwise.

Global-e and retailer reserve the right to access, read, preserve, and disclose any information obtained in connection with the Order, and your use of the Checkout, as Global-e reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations of them, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support



requests, or (v) protect the rights, property or safety of Global-e, the retailer or the public.

The Checkout may contain links to third party websites or services that are not owned or controlled by Global-e. Global-e is not affiliated with, has no control over, and assume no responsibility for the content, privacy policies, or practices of, any third-party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release Global-e from any and all liability arising from your use of any third-party website. Accordingly, you are encouraged to read the terms and conditions and privacy policy of each third-party website that you may choose to visit.

Global-e reserves the right to modify these Terms at any time by posting the changes on the Checkout or the Site. Such change will take effect ten (10) days following the posting of the revised Terms, and your use of the Checkout after such changes have been posted means that you agree to be bound by the Terms as modified. However, no such change will affect any Order that you have already placed.

These Terms constitute the entire agreement with respect to the subject matter of the Order. The contract in respect of any Orders is concluded between you and Global-e or our intra-group affiliate acting on behalf of Global-e and may be officially concluded in the English language only, and that no public filing requirements apply.

If you have any questions or complaints about Global-e, these Terms or the Checkout, please contact us at [service@Global-e.com](mailto:service@Global-e.com) or at our trading address 320 rue Saint-Honoré, 75001 Paris, France.

Global-e has authorized its affiliate, Global-e US Inc. (a company incorporated in Delaware, USA, having its registered office at 10 East 33rd Street, 12th Floor, New York, New York 10016 to conclude and perform, on behalf of Global-e, parts of the fulfillment and performance of the contract with you for the sale of the Merchandise, if you are making such purchase from the USA or from Canada, including but not limited to, customs clearance.

Please see the contact information of our Global-e affiliates <<<here>>>

\*\*\*\*\*

