

## GLOBAL-E TERMS AND CONDITIONS

Welcome to Global-e!

We are happy that you found what you were looking for. Now that you have decided to purchase those items, any such purchases shall be made through the Global-e Checkout facility, and from, Global-e France SAS (referred to as "Global-e", "we", "our" or "us").

By visiting the Checkout, placing an Order (both as defined below) through the Checkout, you signify your agreement to the Terms of Sale and our [Privacy Notice](#) (together, "**Terms**"). If you do not agree to these Terms, please do not use the Checkout or place an Order in any way. These Terms define our legal relationship with you regarding the Checkout and the placement of Orders for purchase of Merchandise (as defined below).

Please read these Terms before using the Checkout and placing an Order (as defined below) through the Checkout. Please print or save these Terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future.

Where we refer to "Consumer" in these Terms we mean an individual acting for purposes which are wholly outside that individual's trade, business, craft or profession.

Residents of the European Union may visit [http://europa.eu/youreurope/citizens/consumers/index\\_en.htm](http://europa.eu/youreurope/citizens/consumers/index_en.htm) for additional information.

### 1. ***GENERAL***

- 1.1. Global-e has agreement with the Retailer, to make the Retailer's merchandise available to you for purchase from, and delivered by, Global-e ("**Merchandise**"). This allows you to buy such Merchandise from Global-e in your local currency and at a price that includes any applicable sales taxes (such as VAT), 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 country ("**Import Charges**").
- 1.2. You are advised that the characteristics of the Merchandise you are buying from Global-e, as well as the price, Delivery Costs and (if available for pre-payment) Import Charges, shall be those displayed to you by Global-e at the checkout (or similar) facility, operated by Global-e on the Retailer's website you were browsing ("**Checkout**"). Please make sure you review your checkout page so that you can identify and correct any input errors.
- 1.3. By placing an order via the Checkout ("**Order**"), you acknowledge that the seller is Global-e and not the Retailer, and that upon successful verification by Global-e of your Order and payment information, Global-e will buy the Merchandise from such Retailer and resell it to you in accordance with these Terms.

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

- 2.1. Browsing for Merchandise is done on Retailer's site. You place the Order for selected Merchandise by using the Checkout ordering process. This involves selecting the Merchandise, placing it in the shopping cart (or basket, or any similar facility operated by the Retailer on the Site) and transmitting the order by clicking on the "**PAY AND PLACE ORDER**" button (or similar button) through the Checkout. This process permits you to check and amend any errors before making an order by using the "back" button.
- 2.2. To place an Order, you must be at least 18 years of age (or any age legally required under local law where you are resident to bind yourself legally to these terms). By doing so, you confirm to us that you meet this requirement.
- 2.3. Once you have placed your Order, we will promptly acknowledge your Order by sending you an email which will contain the relevant details of your Order. Please note, this does not constitute Global-e's acceptance of your Order to buy the Merchandise – it only constitutes our acknowledgement of your Order. We do not accept your Order (and therefore we make no commitment to provide you with the Merchandise), and no contract for the sale of such Merchandise shall come into effect, until we specifically

accept your Order and notify you by email that we have dispatched the Merchandise to you ("**Order Confirmation**").

- 2.4. If the payment method you selected at Checkout supports an authorisation mechanism (e.g. most credit/debit cards), when you place your Order we will only authorise the applicable amounts, and you will be charged only after the Merchandise has been dispatched to you. Please note that we charge the full Order amount even if the Order is dispatched in parts.
- 2.5. We make the appropriate efforts to process and fulfil any Order as quickly as possible. However, we may, upon notice to you, decline to accept your Order if: (a) the Merchandise is unavailable (in which case, if the payment was processed, we will refund you in accordance with these Terms); or (b) we are unable to verify the payment information you provided.
- 2.6. We may, if we suspect someone's identity, address, email address and/or payment information is being used fraudulently or in an unauthorised manner, also require additional verifications or information before accepting any Order.
- 2.7. We are under a legal duty to supply Merchandise that is in conformity with the contract. Furthermore, nothing in these Terms affects Consumers' legal rights in relation to Merchandise that is not in conformity with the contract, whether because they are faulty, not as described or otherwise.
- 2.8. You are advised that there may be minor differences between the actual Merchandise and the way that it appears on the relevant website, e.g., in relation to appearance / colour / texture / finish. The labelling or packaging of the Merchandise may differ from the images of these which you see on the site.

### **3. PRICING; EXCHANGE RATE**

- 3.1. The price of Merchandise may be either pre-set in your local currency or calculated according to the rate of exchange between the base currency on the Retailer's site and the currency that you select as part of the purchase process at the time you create your Order and displayed on the Checkout.
- 3.2. Exchange rates may be set and updated regularly, and you acknowledge that such updates may affect Merchandise pricing on the Checkout. You will be charged according to the applicable exchange rate at the time you actually make your Order via the Checkout as displayed on the Checkout.

### **4. OWNERSHIP OF AND RISK IN MERCHANDISE; IMPORTER OF RECORD**

- 4.1. Ownership of the Merchandise you order shall pass in accordance with these Terms, in France (where the contract for the sale of Merchandise is concluded).
- 4.2. We pass the ownership of the Merchandise ordered to you the moment we dispatch the Merchandise to you (provided you have made full payment of the Merchandise price plus delivery charges and any other charges payable under these Terms, as applicable).
- 4.3. Risk of damage or loss to the Merchandise passes to you on delivery to you or to somebody identified by you to carry or take possession of the Merchandise on your behalf.
- 4.4. You will be considered the ***importer of record*** of the Merchandise, and we will only be facilitating the importation on your behalf as your agent. You therefore need to comply with all applicable laws, regulations, certifications and rules of the country into which you import the Merchandise. Please note the standard for using the Merchandise in your own country BEFORE ordering. Merchandise ordered to a territory with different standards cannot be returned for this reason and neither we nor the Retailer accept any liability for any circumstances which may arise for purchasing an item without the correct standards for your territory.
- 4.5. You agree that you will not re-export or re-sell any Merchandise purchased by you via the Checkout.

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

- 5.1. You acknowledge and agree that we, or the Retailer or one of our third-party fulfilment services providers acting on our behalf (each a "**Fulfilment Provider**") may handle the delivery and fulfilment of your Order, and that we have sole discretion as to the Fulfilment Provider we chose to use.
- 5.2. Not all Merchandise can be delivered anywhere (due to limitations imposed on the Merchandise or by the destination country) but the Checkout will not permit you to submit your Order if the Merchandise cannot be delivered to your specified address.
- 5.3. Delivery will be complete when we deliver to the address which you specify when ordering (that may include the port of entrance to the destination country as specified on the Checkout, in case you have selected not to pre-pay customs duties).
- 5.4. We may deliver different parts of your order on different dates. Unless otherwise stated, and subject to applicable laws, delivery dates given on the Retailer's delivery page and/or as part of the Checkout process 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. Delivery timeframes are affected by your delivery address and the delivery method selected. We are unable to specify an exact delivery date and time.
- 5.5. We have no liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond our reasonable control and where we 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 our control, or delays resulting directly from your actions or omissions.
- 5.6. 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. If you have selected a delivery method that does not require a delivery to be signed for and nobody is available to receive the Merchandise, we reserve the right to leave them at the doorstep, hall or reception as available.

## **6. PAYMENT METHODS**

- 6.1. 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\*\*** or **\*\*Global-e//Merchant\*\***.
- 6.2. You acknowledge and agree that: (i) we, or one of our third party payment processors ("**Payment Processor**"), will charge you 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) we may use the tools, software or services of Payment Processors to process transactions on our 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 or Retailer charges or fees, and neither have control over this nor do we 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 we (or the Retailer) also have 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 our commitment is to acquire the amount set at Checkout in your local currency.

Depending on your geography, payment may be routed through Global-e Australia Pty Ltd., our affiliate.

- 6.3. **Payment by Invoice with Klarna:** In cooperation with Klarna and in certain jurisdictions only, you may be offered the opportunity to purchase goods 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) are 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 we accept no liability in respect of your use of Klarna as a payment method. Where you choose to purchase your goods

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. We shall have no responsibility for their use of your personal data.

## **7. IMPORT CHARGES**

- 7.1. For certain delivery destination countries and/or Merchandise, you may be offered the option to pre-pay applicable Import Charges, which will then be calculated and included in the final price when you place an Order. You acknowledge that such Import Charges are set by the delivery destination country and therefore may vary from country to country.
- 7.2. 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, your final price will be fully guaranteed by Global-e, and Global-e will be fully responsible for paying the actual Import Charges as will be determined by your delivery destination country upon import of your Order.
- 7.3. Global-e may contract with a local licensed customs broker in your country. Agreement to these Terms serve as an authorisation for the applicable customs broker to act as your agent to: (a) conduct transactions with the local applicable authority, (b) 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 (subject to these Terms). However, you acknowledge that, in the case of a return of Merchandise under the Additional Returns Policy below, you (and not Global-e or anyone on its behalf) will be fully responsible for claiming back such 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.
- 7.4. 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 country or the Merchandise. In such cases (i.e. where pre-pay 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 country'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 country, and Global-e shall have no responsibility or liability in connection with the foregoing.
- 7.5. 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 to Global-e or the Retailer, 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. We may also charge you with additional direct or indirect charges resulting from said failure or refusal. We 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.

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

- 8.1. 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.
- 8.2. The "cooling-off" cancellation period will expire after 30 days after the day of delivery.
- 8.3. To exercise the right to cancel, you must inform Global-e of your decision to cancel your Order by a clear statement made through the help center portal available [here](https://www.service.global-e.com) (https://www.service.global-e.com). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

- 8.4. There is **NO right to cancel** Orders for the supply of:
- goods made to your specifications or which are clearly personalised;
  - goods liable to deteriorate or expire rapidly; or
  - newspapers, periodicals or magazines (excluding subscriptions).
  - sealed audio, video or computer software, such as DVDs, which you have unsealed upon receipt
- 8.5. You **lose the right to cancel** Orders for the supply of:
- sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery; or
  - sealed audio or video recordings or software if unsealed after delivery.
  - If you do have the right to cancel, the following instructions apply:
- 8.6. If you duly cancel, we will reimburse to you all payments received from you, including the Delivery Costs (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 8.7. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of handling by you beyond what is necessary to establish the nature, characteristics and functioning of the goods.
- 8.8. We will refund you within 14 days from receipt of your cancellation, but we can delay refunding you if we have not received the Merchandise or evidence that you have returned the Merchandise. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.
- Depending on your geography, when payment was routed through Global-e Australia Pty Ltd., our affiliate, refund shall be made accordingly.
- 8.9. You shall send back the goods or hand them over us, as per the instructions provided to you through the help center portal (available [here](https://www.service.global-e.com) <https://www.service.global-e.com>) when you make your request. You must act without undue delay and in any event not later than 30 days from the day on which you communicate your cancellation of the contract to us. The deadline is met if you send back the goods before the period of 30 days has expired.
- 8.10. **You will bear the direct cost of returning the goods.**

## **9. RETURNS POLICY (ALL CUSTOMERS, EXCLUDING FAULTY MERCHANDISE)**

- 9.1. **The Returns Policy applies to all customers. This policy does not apply to faulty Merchandise.**
- 9.2. **It 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 above.**
- 9.3. Please note, that, in the case of returns, even though you will be returning Merchandise directly to us, returns (including whether you have a right to return Merchandise) are nevertheless **restricted by any applicable terms and conditions of the returns policy of the Retailer ("Retailer Return Policy")**.
- 9.4. ***However,*** despite the provisions of any Retailer Return Policy, in order to return Merchandise, you must request from us a return merchandise authorisation ("**RMA**") within 30 days from the **date the Order was placed** (even if the Retailer Return Policy specifies a longer period) and ship the return Merchandise to us promptly upon receipt of the RMA. Global-e will not accept any return Merchandise that was used or damaged by you or where the original packaging of such Merchandise has been opened.
- 9.5. **Return Procedure.**
- If you wish to return Merchandise under Global-e's Returns Policy, you must first contact Global-e through the help center portal available [here](https://www.service.global-e.com) (<https://www.service.global-e.com>) in order to obtain an RMA.

- Global-e will then contact you within a reasonable time to confirm whether the Return Policy of the applicable Retailer entitles you to return the Merchandise. If Global-e decides that you are so entitled, we will provide you with instructions concerning return shipment, including an RMA number which you must include in the return package ("**RMA Instructions**"). Upon receipt of the returned Merchandise by Global-e and/or the Retailer (as applicable) and confirmation that it has been returned in accordance with the applicable requirements, Global-e will reimburse you for the actual paid price of the returned Merchandise.
- 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 country, (b) it will be your sole responsibility to claim such Import Charges back from the applicable authority in your country, and (c) Global-e cannot guarantee that such claim will be successful. If you have pre-paid Import Charges through at Checkout, upon your written request we may exert appropriate efforts to assist you in obtaining reimbursement of such Import Charges.
- Any Delivery Costs paid in connection with the Order **are non-reimbursable or refundable**. Moreover, any delivery and clearance costs incurred by you when returning Merchandise are non-reimbursable or refundable. Return deliveries are at your risk and we therefore advise you to use a courier service offering a tracking number, and to take out adequate insurance to cover the cost of the goods in transit.

#### **10. RETURNS POLICY FOR FAULTY MERCHANDISE**

- 10.1. 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.

#### **11. LIABILITY**

- 11.1. Nothing in these Terms shall limit or exclude our liability to you:
- for death or personal injury caused by our negligence;
  - for fraudulent misrepresentation;
  - for breach of any term implied by applicable consumer rights legislation and which, by law, may not be limited or excluded;
  - for any other liability that, by law, may not be limited or excluded.
- 11.2. Subject to this, in no event shall we be liable to you for any business losses and any liability we do have for losses you suffer arising from any Order 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.
- 11.3. Global-e will not be responsible for any loss or damages incurred by unauthorised use of your payment card on the Checkout, and we are not responsible for notifying your card issuer or any law enforcement authority in these instances.
- 11.4. You must give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs remedying the matter yourself.
- 11.5. We cannot guarantee that the Checkout will be uninterrupted or error-free. We are entitled without notice and without liability to suspend the Checkout for repair, maintenance, improvement or other technical reason.
- 11.6. 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.

**12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. 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 this 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.
- 12.2. Unless otherwise stated, the copyright and other intellectual property rights in the content on the Checkout are owned by us or our licensors.
- 12.3. You may print off one copy, and may download extracts of any page from this Checkout for non-commercial, personal use.

**13. GOVERNING LAW AND DISPUTES**

- 13.1. These terms shall be governed by French law, or other applicable laws in case such laws prevail French laws.
- 13.2. You agree that any dispute between you and us regarding these Terms or any Order will only be dealt with by the French courts, except that if you live in a country of the European Union other than France, you can choose to bring legal proceedings either in your country or in France, but if we bring legal proceedings, we may only do so in your country.
- 13.3. The European Commission offers a platform for online dispute resolution (ODR) which provides information about alternative dispute resolution which may be of interest. Please refer to <http://ec.europa.eu/consumers/odr/>.

**14. MISCELLANEOUS**

- 14.1. We may send all notices by electronic means such as email to the most recent email address you have supplied to us (unless otherwise stated in these Terms). Any complaint from you must be sent by recorded delivery letter or in writing on any other durable medium to Global-e by post at our trading address, or by email at [service@global-e.com](mailto:service@global-e.com).
- 14.2. Headings used in these Terms are for information and not binding.
- 14.3. 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. We may transfer these Terms to a third party 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.
- 14.4. We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Order, and your use of the Checkout, as we reasonably believe 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, our users or the public.
- 14.5. The Checkout may contain links to third party websites or services that are not owned or controlled by Global-e. We are not affiliated with, have 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, we encourage you to read the terms and conditions and privacy policy of each third-party website that you may choose to visit.

- 14.6. We will use any personal information that we may collect or obtain in connection with the Order in accordance with our Privacy Policy. You agree that we may use personal information that you provide or make available to us in accordance with our Privacy Notice, and share that with Retailer as provided by the Privacy Notice, however we will not be liable to you for any damage resulting from any misuse by the Retailer of such data.
- 14.7. Global-e reserves the right to modify these Terms at any time by posting the changes on our site. Such change will take effect ten (10) days following the posting of the revised Terms, and your use of the Checkout after we have posted such changes 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 with us.
- 14.8. These Terms constitute the entire agreement between us with respect to the subject matter of the Order. We are required by law to advise you that the contract in respect of any Orders may be officially concluded in the English language only and that no public filing requirements apply.
- 14.9. 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 45 rue du cardinal Lemoine 75005 Paris, France. Our company registration number is 818 358 459 under the Paris RCS and our registered office is at 320 rue Saint-Honoré, 75001 Paris, France. Our VAT number is FR 54 818358459.

If you are making your purchase from Australia, you may contact us at [global-eau@global-e.com](mailto:global-eau@global-e.com) or at Australian trading address 34 Quin St., Melbourne, VIC, 3000 Australia.

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