

Terms and conditions of use at Shipped.com

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website, <https://shipped.com> and all affiliate pages including, but not limited to our blog: <https://shipped.com/blog>, and postings on our social media sites. From hereon out, referred to simply as: <https://shipped.com>.
- 1.2 By using <https://shipped.com> or providing your contact information or placing an order through our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use <https://shipped.com>
- 1.3 If you register with our website, submit any material to <https://shipped.com> or use any of <https://shipped.com>'s services, we will ask you to expressly agree to these terms and conditions, this will serve as your agreement with the terms and conditions of use.
- 1.4 You must be at least 18 years of age to use <https://shipped.com>; and by using <https://shipped.com> or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 <https://shipped.com> uses cookies; by using <https://shipped.com> or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

2. Copyright notice

- 2.1 Copyright (c) 2018, Shipped.com Corporation
3. Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in <https://shipped.com> and the material on <https://shipped.com>; and
 - (b) all the copyright and other intellectual property rights in our website and the material on <https://shipped.com> are reserved.

4. License to use website

- 4.1 You may:
 - (a) view pages from <https://shipped.com> in a web browser;
 - (b) download pages from <https://shipped.com> for caching in a web browser;
 - (c) print pages from <https://shipped.com>;
 - (d) stream audio and video files from <https://shipped.com>; and
 - (e) use <https://shipped.com>'s services by means of a web browser and/or app are subject to the other provisions of these terms and conditions.

- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from <https://shipped.com> or save any such material to your computer.
- 4.3 You may only use <https://shipped.com> for your own personal business purposes, and you must not use <https://shipped.com> for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on <https://shipped.com>.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from <https://shipped.com> (including republication on another website);
 - (b) sell, rent or sub-license material from <https://shipped.com>;
 - (c) show any material from <https://shipped.com> in public;
 - (d) exploit material from <https://shipped.com> for a commercial purpose; or
 - (e) redistribute material from <https://shipped.com>.
- 4.6 Notwithstanding Section 4.5, you may redistribute <https://shipped.com> in print and electronic form to any person without expressed written permission by <https://shipped.com> or one of its officers.
- 4.7 We reserve the right to restrict access to areas of <https://shipped.com>, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on <https://shipped.com>.

5. Acceptable use

- 5.1 You must not:
- (a) use <https://shipped.com> in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use <https://shipped.com> in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to <https://shipped.com> without our express written consent;
 - (e) access or otherwise interact with <https://shipped.com> using any robot, spider or other automated means;
 - (f) violate the directives set out in the robots.txt file for <https://shipped.com>; or

(g) use data collected from <https://shipped.com> for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from <https://shipped.com> to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Registration and accounts

6.1 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age or of legal age in the country you reside.

6.2 You may register for an account with <https://shipped.com> by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.4 You must not use any other person's account to access <https://shipped.com>, unless you have that person's express permission to do so.

7. User IDs and passwords

7.1 If you register for an account with <https://shipped.com>, you will be asked to choose a user ID and password.

7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on <https://shipped.com> arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

8.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or
- (c) edit your account details,

at any time in our sole discretion without notice or explanation.

8.2 You may cancel your account on <https://shipped.com> using your account control panel on the website.

9. Your content: licence

- 9.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or <https://shipped.com> for storage or publication on, processing by, or transmission via, <https://shipped.com>.
- 9.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to <https://shipped.com>.
- 9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.
- 9.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 9.6 You may edit your content to the extent permitted using the editing functionality made available on <https://shipped.com>.
- 9.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, un-publish or edit any or all of your content.

10. Your content: rules

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;

- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence, in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

11. Limited warranties

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on <https://shipped.com>;
- (b) that the material on <https://shipped.com> is up to date; or
- (c) that <https://shipped.com> or any service on <https://shipped.com> will remain available.

11.2 We reserve the right to discontinue or alter any or all of <https://shipped.com> services, and to stop publishing <https://shipped.com>, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any <https://shipped.com> services, or if we stop publishing <https://shipped.com>.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, <https://shipped.com> and the use of our website.

12. Limitations and exclusions of liability

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or

- (d) exclude any liabilities that may not be excluded under applicable law.
- 12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:
- (a) are subject to Section 12.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 12.3 To the extent that <https://shipped.com> and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 12.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Breaches of these terms and conditions

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to <https://shipped.com>;
 - (c) permanently prohibit you from accessing <https://shipped.com>;
 - (d) block computers using your IP address from accessing <https://shipped.com>;
 - (e) contact any or all your internet service providers and request that they block your access to <https://shipped.com>;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend or delete your account on <https://shipped.com>.

- 13.2 Where we suspend or prohibit or block your access to our website or a part of <https://shipped.com>, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

14. Variation

- 14.1 We may revise these terms and conditions from time to time.
- 14.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on <https://shipped.com>, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. / We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of <https://shipped.com> from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using <https://shipped.com>.
- 14.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on <https://shipped.com>, and you must stop using <https://shipped.com>

15. Assignment

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. Severability

- 16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Third party rights

- 17.1 These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

18. Entire agreement

- 18.1 Subject to Section 12.1, these terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of <https://shipped.com> and shall supersede all previous

agreements between you and us in relation to your use of <https://shipped.com>.

19. Law and jurisdiction

- 19.1 These terms and conditions shall be governed by and construed in accordance with International law.
- 19.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the country where the seller resides

20. Statutory and regulatory disclosures

- 20.1 Shipped.com Corporation is a subsidiary of Globalization Automation Corporation in Belize and are subject to the rules and laws of the country of Belize.
- 20.2 We are subject to *International Law*, which is supervised by the Seller's local *authority*.
- 20.3 Our principal place of business is <https://shipped.com/>
- 20.4 You can contact us by using our website contact form or by telephone at +1 (503) SHIPPED (1-503-744-7733)

21. Incorporated Terms & Conditions

- 21.1 All orders placed or paid for shall incorporate these Terms & Conditions.
- 21.2 These Terms and Conditions shall include all pages on the Shipped.com website, including but not limited to: the Marketplace Protection Policy located at:
<https://shipped.com/marketplace-protection-policy.php>