

## **1. TERMS AND CONDITIONS**

1. These Terms and Conditions define and regulate legal relations concerning services provided by Globbing Company (hereinafter also Company, We, Globbing) by means of the website (hereinafter also Website). The Company provides services in USA as well as in different countries with the help of its partners.
2. When you enter the Website, use any service or download any content in whole or in part you, as a user (hereinafter also User, You, Your, Customer), confirm that you have fully read and understood these Terms and Conditions, and also other terms of Services provided by the Company published in the Website, the provisions of the public agency (moderation) agreement and unconditionally accept them, regardless whether you are a customer of the Services provided by the company, a registered User of the Website, or just a visitor.
3. The Company has the right to make changes in these Terms without prior notice, unilaterally at any time. In case of changes of the Terms the Company will publish the updated version in the Internet Website indicating the last modified date. It is the user's responsibility to visit the Website and check the changes in the Terms. New Terms will have legal force and will be applicable on the liabilities arising after publishing them on the Website.
4. If you do not agree with these Terms, please stop using the Site. Surfing the Website, opening an account and becoming a User using the Services indicates your unconditional acceptance of these Terms.

## **2. CONTRACT SIGNING LEGAL CAPACITY**

5. By agreeing to these Terms, you confirm that in accordance with the laws of the country of your location you are fully functional and have the right to use the Services. If in accordance with the laws of the country of your location you are not fully functional and cannot use our services yourself, to use them, you must get the consent of your parents or other authorized people. If you represent a legal entity, you confirm, that you have all the powers issued by a legal entity and in accordance with the laws of the country of the legal entity's location the right to use the Services. By agreeing to these Terms, you acknowledge that we cannot verify the information and data given by you, the authenticity of your assertions at this point, therefore full responsibility for any violation of this paragraph falls on you.

## **3. SERVICES PROVIDED BY GLOBBING AND THE PROCEDURE OF THEIR PROVISION**

6. Globbing provides services to its customers directed to purchasing products (hereinafter also Order) from online shops at the expense of and on behalf of customers and delivering them to the customers (hereinafter Services).

7. In order to use the Services fully you must register in the Website and open a User account (hereinafter also User Account or Account). Each User can have only one Account. The Users do not have right to use other User's account. When opening an account the User must represent all necessary authentic information. The Users are responsible for the protection of their information and they bear responsibility for the functions/actions made from their Accounts. The User is obliged to immediately notify the Company if certain that there was an unauthorized access to their account. In such case the Company has the right to immediately block the account until full clarification of the circumstances. In any case the Company does not bear any responsibility for actions made in the User's account by others. The responsibility for all the damage caused to the Company or third parties by that actions lies within the User.
8. The Services provided by the Company include but are not limited to:
  - a. The purchase of the products at the expense of and on behalf of customers on the basis of public agency agreement.
  - b. The organization of the delivery of the Orders to the Customer by the Company.
  - c. The organization of the delivery of the Orders bought by the Customers.
9. When making an order the Customer must have enough means at his account to buy that Order.
10. "Globbing" Company has the right to ship the delivery of the customers in its preferred method, as well as refuse the service of shipping a document or a parcel of a natural or a legal person. In case of changing the shipping method by reason of force majeure the Company has the right to the recalculate the tariffs. If the size of your Order is such that the Company is obligated to change the air carrier, or the Order may be dangerous or hamper the transportation of other orders, the Company has the right to refuse the transfer of Order, or to set a new tariff for specific Order. In such cases, the Company has the right to require You to pay the whole cost of the delivery or costs for provided Services before sending the Order from the international warehouse to the address mentioned by you.
11. The Company has the right to refuse the further transportation of the shipment of the delivery at any time, if the delivery somehow endangers or impede the transportation of other deliveries, or it endangers personnel or equipment involved in the transportation process or if the shipment of the content of the delivery is prohibited by law or by the rules of third-party carriers used for transportation.
12. Globbing bears the right to cancel the delivery dates of the Orders, as well as suspend the provision of certain services when the total volume of orders increases (holidays, sale campaigns or events etc.).
13. Globbing reserves the right to suspend the Services provided to you, including freezing the possibility of disposing of the amount available on your account and the shipping and delivery of your Orders, in cases where transactions on your account will cause doubts about the origin of the amounts in the account or the legitimate use of the Order. In such

cases, the suspension of the Services will continue until you establish the legal origin of the funds available on the account or the purpose of the Order or the completion of relevant procedures provided by RA legislation.

#### **4. DELIVERY ACCEPTANCE AND ADDRESSING PROCEDURE**

14. The accepted delivery for shipping is divided into two classes: internal and international.
15. By internal shipping are shipped enclosures, which are not prohibited in the territory of the given country.
16. By international shipping are shipped enclosures, which are not prohibited to:
  - d. Import to any country,
  - e. Export from a territory of a country and import to the territory of the country of destination.
17. Globbing has the right to refuse acceptance of the delivery, which does not have the appropriate packaging or formulation.
18. Regardless of everything Globbing does not ship:
  - weapons, ammunition,
  - artwork (including antiques and collectable items)
  - precious metal bars, ingots and scrap
  - foreign currency,
  - dangerous, explosive and flammable substances,
  - living plants,
  - animals,
  - other products which are restricted for international transportation, by local and international laws and norms, as well as internal regulations and procedures of the transportation company.
19. Parcels are accepted for transportation only packaged. However, the Company has the right to check the contents of the packaged items for negating the existence of prohibited items for transfer.
20. The packaging of the parcel is the responsibility of the service user. The Company does not bear any responsibility for the damage caused by incorrect or incomplete packaging of the item.

21. Globbing has the right to repack the Order, deconsolidate, consolidate keeping the safety rules and requirements of the Order.
22. The Customer acknowledges, that the weight of the Order may differ in the shipping and receiving locations, but not more than 100 (a hundred) grams, which does not influence the predetermined price.
23. The addresses of the sender and recipient must be marked in the official language of the given country.
24. The sender's and recipient's addresses on the order to be delivered on the territory of the specific country must be in the official language of that country.
25. On international shipments the addresses *must be written* in *Latin letters* and Arabic numerals. It is allowed to write the recipient's address in the language of the destination country, with the condition that the destination country's name will be written in Armenian.
26. You are obliged to bear the expenses for the storage at the customs warehouse yourself, and in case they are made by Globbing, to compensate the costs. If your parcel is in our warehouse for more than 30 days, you will be charged 500AMD for each successive day. The custody in the company warehouse or partner company international warehouse is prohibited and upon receiving the Parcel from the seller or the delivery agents it is formulated for transportation. If your parcel is in our warehouse for more than 30 days, you will be charged 1\$ for each successive day.
27. For the purpose of protection the customs legislation and customs clearance of the Order, together with the tracking number or the number generated for your Order by Globbing you must also mention the price of your Order on the Globbing's website, within 48 hours after receiving the notification about your Order delivery.
28. You are aware and accept that in case of not mentioning the price of the Order on the Globbing's website for the purpose of protection the customs legislation and ensuring the receiving of the Order by you Globbing or Customs authorities will generate and mention the price of the Order, and you bear full responsibility for the all the arising consequences.
29. The sender and recipient data are marked in the following way:
  - Name (full name of the natural person/ name of the legal person)
  - Street, building, house or apartment number
  - Name of settlement (town, district, village, etc.)
  - Telephone or mobile phone number (if available)
  - Country name (for international shipping).
30. If there is no any identification data of the chosen shipping method or Full Name available on the Order, which will enable the Company to decide the shipping method chosen, the Company will try to contact you by the phone number provided by you, in case you do not answer during the same day, the parcel will be delivered by express shipping.

31. "Globbing" Company does not provide service "on demand" or by the address of the postal subscription box.
32. During courier delivery to contracted customers a form must be filled, which is signed by the sender or his authorized representative. Courier confirms the number of the deliveries. The authorized person is any person who transmits the delivery from the sender. A copy of the form remains with the sender.
33. In certain cases, which don't depend on the Company, each completed form for the international delivery has an identification number, by which a customer can track the movement of the items by the internet up to the moment it is handed to the addressee. That number is also written on each piece of the Order, which allows to quickly restore the addressing data in case of the air waybill loss.
34. You give your consent that your passport data stored and processed by Globbing for the implementation of the customs clearance.

## **5. SERVICE PAYMENT**

35. The payment for the provided services is charged from the recipient at the receiving of the Orders according to the current tariffs. If there is no other agreement, the international postal service fees do not include customs duties and taxes, as well as all costs related to customs declaration. Orders are accepted in the "Globbing" office, in the office of the partner company or by courier, sent by the specified location.
36. The Customer understands and accepts that the Order is a subject to customs clearance in cases established by law, for which the responsibility lies within the Recipient. Moreover, the customer acknowledges that Globbing does not carry consultation concerning customs clearance. It is the Customer's responsibility to independently determine the probability of customs clearance of the order independently. The Customer is obliged to follow all the steps for customs clearance and receiving the Order in the manner prescribed by law. In case as a result of the Customer's inactivity Globbing suffers damages the customer is obligated to compensate the damages. In case the parcel, that is a subject to Customs clearance is not received by the Customer in 30 days, the Company has the right to organize the return of the parcel to the Sender, the responsibility for all expenses shall be borne by the Customer.
37. The orders, for the import of which are necessary special certificates, permits or licenses must to be specified by the customer. The customer is responsible for the payments of that Orders, as well as for obtaining and submitting all permits, licenses, and other necessary documents.
38. The bonus points granted during Company opening or any other campaigns are considered invalid if the Customer has not made any purchase/delivery during next 3 months.
39. The Customer is aware and accepts that, Globbing provides services in different countries that have different currencies, therefore in some cases the delivery cost or

other price quotations may be done in USD or in other currencies, but in case of a cash payment the payment shall be done in accordance with the legislation of the recipient country in the currency of that country in accordance with the rates defined by Globbing.

40. The customer understands and acknowledges that the money transferred to his account by him may be expressed in other foreign currency, the Customer also acknowledges that that the already existing funds in foreign currency can be expressed in Armenian drams. At the same time, Customer agrees that the currency can be expressed in Armenian drams at the foreign exchange rate determined by HSBC Bank Armenia.
41. For the Orders being delivered to the Republic of Armenia, in some cases the delivery costs of the Orders may be mentioned in USD or in other currencies, but the payments are made as of the date of payment in accordance with foreign currency exchange sell rates set by HSBC Armenia bank.
42. The customer is responsible for the legitimacy of the origin of the amounts transferred on his or her account. In case a request is submitted to Globbing or to other companies by third parties concerning the legitimacy of the origin of the amounts transferred or a compulsory return of amounts is enforced, the customer is obliged to compensate for the damages caused to Globbing to the extent of the money returned. Before the compensation of the damages caused, Globbing reserves the right to keep and not to hand Your Orders.
43. The Customer acknowledges, that during the provision of services, additional services may be required. The Customer is obliged to pay the additional cost, which is set by the Company, incurred by the additional Service and may be posted at the Company's service centers and on the website's "Frequently Asked Questions" or any other section.
44. The customer is obligated to pay the full cost of service before receiveing the Order. Before You receive an Order, you must annul and repay all obligations against Globbing in connection with this or any other Orders. Globbing reserves the right to keep the Order, as an assurance of the due fees, including fees associated with other Services.

## **6. ORDER SUBMISSION PROCEDURE**

45. The Orders are shipped to the address mentioned in the accompanying documents. Courier hands the items to the recipient or an authorized person with signature. In case the Order is delivered to the recipient by a Globbing Employee or another entity cooperating with Company by home delivery, the person receiving the delivery confirms the receipt of the shipment and note on the accompanying document:

- Name and surname
- Signature
- Date and Time of the delivery.

In case the Order is received in the service centers of Globbing with the help of the automated system, scanning of the code of the Order or entering the appropriate code through the scanning equipment; are considered basis for handing over the Order to the recipient.

46. The handing procedure of the deliveries addressed to legal entities can be determined according to the contract signed between "Globbing" Company and legal entities.
47. In case of impossibility to deliver parcel to the recipient (legal representative), it will be stored at Company or its partners for 30 days. The sender or recipient can request in written form to extend the term of the storage of the deliveries, up to three month. Requester pays for the storage of the item.
48. In accordance with legislation and international agreement the Order is returned to the return address:
  - Based on the sender's request before handing to the receiver,
  - In case the receiver (legal representative), refuses to get the Order,
  - In case of the absence of the recipient in the mentioned address,
  - In case the recipient's address unreadability (deleted, broken, etc.).
  - In other circumstances which exclude the commitments of Globbing according to the service contract.
49. In case the Order is not received by the Customer in 30 days and there is no application for extension of the protection period, Company has the right to alienate the Order at a convenient price, take the money for his expenses, the rest will be handed back the Customer or a notary or a lawyer as a deposit. In case of Alienation of the Order, if the Client's liability to the Company is not fully repaid, the Client is obliged to compensate the residual liability.
50. The customs control and customs clearance of the international shipping transported through the customs border of the country, as well as the handing of the international deliveries to the addressee (legal representative) by the operator of Globbing is carried out in accordance with the requirements of the customs laws of that country.
51. Company is not liable for customs declarations regardless of their composition, as well as for the decisions made by the Customs Service during the customs inspection of the deliveries.

## **7. DOCUMENTS FOR ORDER SUBMISSION**

52. Items are handed if identity document is available. Items addressed to people under 16, are handed if identity document or the corresponding documents of the legal representative are available.
53. The Order is handed on the basis of the original documents or notarized copies.
54. The compensation and liability in case of the loss of Orders are specified by the legislation of the country of the Company's partner.

55. The Order may be handed to the person authorized by the Customer, if the person has written power of attorney (including the filled in the site) and identity documents.
56. The order is considered properly delivered, if Customer or other person represents the identity documents of the Order's addressee and on this basis the Order was given to the Customer, Order's addressee or the person who represented the identity documents of the Order's addressee. The submission of your identity documents by you or any other person will be considered as proper authorization to receive the Order.
57. The order is considered properly delivered also in the case the order is received in the service centers of Globbing with the help of automated system. Customers unconditionally admit that the entry of the corresponding code into the system means, that the person who entered it is the proper order receiving entity.

## **8. DOCUMENTS FOR REFUND**

58. If service users created accounts on the Globbing website and filled balance, the money will be refunded to the service users in the following way:
  - If the amount was deposited by online transfer, the amount or the balance will be returned to the same bank account, moreover, if the amount was filled 120 and more calendar days ago, then the refund is done on the basis of the request provided by Globbing,
  - If the amount was filled in the "Globbing" Company's partner's office or by a terminal, the amount or the balance will be refunded upon submission of written evidence in accordance with national legislation (receipt, cash checks, etc.).

## **9. DOCUMENTS FOR ORDER SUBMISSION**

59. In case of non-performance or improper performance of the provision of services and responsibilities of "Globbing" Company, service users have the right to submit a written request (complaint) to "Globbing" Company or its partner organization, including the demand for compensation of actual damage caused in case of loss of the order.
60. In case of non-delivery or damage or loss of the Orders a written complaint is submitted to "Globbing" Company within 30 calendar days, from the date of the shipment of Orders or from the deadline of the handover. Moreover, if two bases for the period calculation are available the expiration date is considered the latest date.
61. The written requests (complaints) for search for the loss of international Orders are received and discussed in accordance with terms and dates of legislation and international treaties.
62. Written request (appeal) is a subject to registration as prescribed by law. While presenting a written request (appeal), the service users (legal representative) must submit an identity document.



63. To the written request (appeal) must be attached a copy of the service contract signed with Company or partner organization and (or) a copy of the receipt or a copy of the list of description of the enclosure of the Order, substantiations that are caused by non-performance or improper performance of contractual obligations by the courier service operator and in case of written request (appeal) for compensation for damage information about the amount of the damage should be mentioned.
64. In written request (complaints) is mentioned:
- Details of the identification document of the applicant (legal representative);
  - The essence of the request (claim).
65. Company examines the written requests (complaints) and replies them in written form within the time prescribed by law.
66. In case of disagreement concerning the written requests (complaints) the service users may apply measures to protect their rights prescribed by the law.
67. Company makes the payment of cash as compensation of the damage caused in the manner and dates prescribed by legislation and international treaties.
68. In case of loss or damage of the Order the Company's responsibility at the discretion of the Company may limit with 10,000 (ten thousand) AMD for 1 (one) kg loss of shipping or repair cost for the damage of the Order.
69. The insurance of Order and the ensuing costs are implemented by the customer by customer upon customer's request and at his expense.
70. In case the Orders are found after the payment of compensation for damage caused, it is handed to the recipient or is returned to the sender. Moreover, the applicant (sender or recipient) is charged the compensation for damaged caused, except for the amount charged for the late shipment of the item, if such amount was given. If the applicant refuses to return the compensation amount, the delivery is stored as undelivered item.
71. In any case, the Company is not responsible for the completeness and quality of the Order delivered to its foreign warehouse.
72. You are required to insure the integrity of the Order upon receipt of the Order. The Company is not liable for any defects or shortcomings that may arise after the receipt of the order, and have not been mentioned upon the receipt of the order.

## **10. THIRD-PARTY WEBSITES, PRODUCTS AND ADVERTISEMENTS**

73. The company's website may contain links to other sites or hiperlinks (hereinafter also referred to Other Sites), articles, photographs, images, products, graphic photos, audio and videos, information, applications, etc. which are placed or owned by third parties (hereinafter referred to as Third Parties' Material).

74. The Company does not represent that Third Parties, does not check the integrity of the materials placed by them, veracity, accuracy, and is not responsible for the content of Third Parties and Other Sites. The Company is not responsible for the services offered and provided by Third Parties through our Site.
75. The Company is not responsible for the quality, serviceability, integrity as well as for whether those products meet your expectations. You are entirely responsible for obtaining such Orders, implementing customs clearance, negotiating with third parties, returning the Order, and any other actions related to the Order.

### **11. THIRD-PARTY WEBSITES AND ADVERTISEMENTS**

76. You are free to surf our website without registering. However, in order to use Globbing services, we require you to sign up. All personal information is collected only when you give it to us. Upon sign up you are required to give us your name and email, your home address and contact information. We can also obtain other sort of information in various different manners whilst you use our website. Our servers collect such information as your IP address, language and browser you use, the type of the computer, internet provider, the time and date when you logged in and other such information. That information assists us in understanding and track online behavior and trends of our users. We also collect information, which follows your movement and tracks the use of our website. That information allows us to give you customized services. The moment you sign up, we store the information provided by you, such as your email, password or else. Globbing may also get additional information about you by means of other customers complaining about you, survey you have completed on our website, you contacting your customer support and others.
77. Company takes proper electronic, physical, and other security measures to insure the safety of your personal information from illegal access, modification, or disclosure. All the data provided by you is stored on secure database servers. We password-protect any Globbing profile pages that show your personal information. Globbing will never ask you to disclose your password through phone call or e-mails. We do not sell, trade, or rent Users personal identification information to others, except cases predetermined by the law. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and Users with our business partners, trusted affiliates and advertisers for the purposes outlined above.
78. We can use your information in order to:
- Satisfy your wishes for services, products, and alerts;
  - Offer you services and products that might interest you;
  - Assist you in using our website;
  - Operate your account and alter our services to comply with your preferences;
  - Analyze the use of our website in order to improve it, together with products and services we offer;
  - Recognize and shield against misuse of our website; and
  - In other cases prescribed by law.

## **12. TERMINATION OR RESCISSION OF THE CONTRACT**

79. You have the right to rescind the contract signed with the Company at any time, but after performing all your payment obligations to the Company. In case you have any overdue liabilities the contract cannot be considered rescind.
80. For rescission of the contract and closing the current account on Globbing the Customer should submit an application about rescission of the Contract and closing the current account on Globbing via info@globbing.com or in the Office of the company stating the email registered in Globbing.
81. Submission of an application approves that the Customer refuses from the bonus available on the account and is familiar with the conditions of return of the positive balance of the amount.
82. The company has the right to unilaterally terminate the contract , if the customer with his actions spreads incorrect information concerning the services provided by the Company, trying to form a negative opinion about the Company among other subjects or in other cases, if the Company finds, that the Customer's actions harm or may harm the Company's business reputation. In case the contract termination is based on this point all Bonuses of the Customer are nullified.
83. In case there is available amount on the Customer's balance, the money is returned in accordance with the 8th Chapter of the Terms and Conditions.
84. In case the Customer within 90 (ninety) calendar days, does not submit the receipt (for example cash checks) confirming payment provided for in Chapter 8 of the Terms and Conditions, the current account on the balance passes to the company.

### AGENCY MEDIATION CONTRACT

See contract [here](#).

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