

# GLOBE SERVICES GENERAL TERMS AND CONDITIONS

## Item 1 : Introduction

These General Terms and Conditions (called here below GTC) are applicable for all services and products of Globe Services Company.

Globe Services Company has in France the registration number 482 906 294 RCS and has been recorded with the "registre du commerce et des sociétés de Grenoble". Globe Services is using Courrier du Voyageur French Office (CDV French Office) name for its activity.

It is advisable for every user or customer to print these GTC.

Customer declares that he/she has read the following on line GTC before ordering services or registering.

## Item 2 : Scope of Application:

### 2-1 General Applications

GTC are applicable for all services and web sites of Globe Services.

Customers within the meaning of these General Terms and Conditions of Business are private individuals or professionals using any service or product delivered by Globe Services, even if the service is free.

Services and other orders performed by Globe Services shall be carried out solely on the basis of the following General Terms and Conditions, which the Customer accepts by using the services. Globe Services doesn't accept any derogation of these terms unless they have been confirmed in writing.

Globe Services may amend these GTC at any time. Amendments will be posted on the web site and then applicable for every customer and serviced. So it is recommended to every customer to read frequently the GTC on the website.

### 2-2 Date of application:

Present GTC are valid from June 2013 the 1<sup>st</sup>. They cancel all previous versions.

## Item 3: Globe Services Offers

### 3-1 General Conditions

Globe Services offers postal mail services, administrative services, fax/phone and call services, parcels and mail forwarding services and legal address contracts.

By registering, the member will have the capability to use many mail services, to get a personal mailbox on line and to choose other related services.

CDV French Office is offering the below services:

- Parcels and Post Mails Receiving (always called mails in the GTC) for every customer with the correct address on the item
- Electronic information about services used (via email or personal access)
- Administrative operations on demand (like Opening and scanning of mails, cheques management, mail answering)
- Stocking and sorting of mails
- Forwarding by request or automatic forwarding (freight cost depending on the weight and size)
- Phone services including Fax, French Voicemail, call answering in French and call forwarding

Advertising postal mails received by the customer can be sorted and shredded by CDV French Office. Only CDV French Office Staff is authorized to access customers mails.

### 3-2 An address in France

By registering, the customer can get a street address valid in France for post and parcels receiving and forwarding. The address is valid for communication, for personal or professional use. The address doesn't provide any particular rights of the French territory or proof of residence in France. To get a fiscal address for a French branch of his company, the customer must contract a specific agreement called "Commercial Contract for French Company".

### 3-3 Access on line

By registering, the customer gets the access to a personal mailbox on line.

Globe Services is responsible of updating this access online regularly with all post and parcels received for the customer and with all other operations done (shipment details, contract extension, operations done, etc).

With this web access, the customer will be able to :

- View mails or parcels received and request a postal mail scanning
- Ask for a shipment
- Check operations' background
- Credit the account, extend the contract or change parameters or personal data

### 3-4 Registered Mails

Some specific mails in France called registered (or certified) mails are subject to signature.

To accept these mails in the name of the customer, Globe Services needs to receive the total agreement of the customer.

This can be done with particular procedure in a French consulate. Any customer who should receive these type of letters should inform Globe Services to get the corresponding procedure validated.

### 3-5 Forwarding

The customer is able to request a post or parcel forwarding through his personal access on line.

The delivery address can be where ever in the world. The address can change from one time to another. The customer is also able to choose from different carriers – partners from Globe Services.

Globe Service is responsible for paying the carrier and transferring post or parcels to the carriers. In case the balance of the customer account is below the shipment cost, the shipment will be retained till the full payment is done by the customer.

## Item 4 : Privacy

### 4-1 Personal Data

Customer agrees to complete all necessary documents and any required acknowledgment form.

He provides accurate, reliable and up-to-date data during the registration phase and during all the contract duration.

All personal data provided to Globe Services won't be transferred to any other public or private organism.

However Globe Services is authorized to keep these personal data for internal use. They will also be provided to legal authorities upon request of any law enforcement or other governmental agency, or when legally mandated.

Each staff member of Globe Services is instructed about data security and postal privacy and is working under a confidential chart agreement. The staff of the company has contractual obligation to handle the client's instructions, messages, phone calls, faxes and mail with the utmost secrecy and not to disclose any client-related information to a third party.

### 4-2 Personal Access on line

Login name and password to access the mailbox on line are strictly confidential.

Customer agrees to maintain a secure password for his account. Secure passwords are those that are between 6 and 12 characters long, contain upper and lowercase letters, numbers or other characters. The customer is solely responsible for changing its password as required to assure secure access to its account.

Globe Services will not be responsible of any consequence in case of Login Name and password stolen. It is recommended to every customer to change his password several times a year. This operation is always possible through the personal access on line.

Globe Services reserves the right to change the password and login Name of a customer.

## Item 5 : Contract

### 5-1 Contract Agreement

Customer under his sole responsibility declares that all personal data provided are reliable and regularly up-to-date.

Customer agrees that he will not use the Globe Services solutions for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by French law, European Community Law, European postal regulations, and/or IATA restrictions.

To have access of all Globe Services solutions, Customer must sign an agreement with particular conditions, including these general terms and conditions by default.

### 5-2 Payment of fees

Fees applicable are those available on the Globe Services web site at the moment of the order. Most of the services are proposed under monthly plan form and will then be invoiced on a monthly basis but there are also some services without plan.

Service payments will be done by the customer in advance of receiving services.

The service contract will be automatically renewed at the end of its term and the service payment for the renewal term will be asked automatically.

Every customer is able to check the available balance for his account on the access on line. He is responsible to credit this account if he needs to extend the contract or buy a new service. And so the payment will be done by debiting the available balance.

A deposit is required at subscription for extra services, this deposit is supposed to cover letters scanning, freight or extra services.

However this deposit could be unused and it will then remain as a credit on the account of the customer. The customer is then authorized to use it to pay for example a monthly fee.

If this deposit is not sufficient to cover the services like the freight or extra scanning, the customer will have to pay the due amount to get the service.

Payment by CB on line is secured by the Globe Services Bank.

Globe Services reserves the right to charge customer's credit card in case of the customer has used the service without paying it.

### 5-3 Penalties for late payment

In accordance with the French Law, Globe Services applies penalties for late payment (annual rate of 12%) as well as a fixed compensation equivalent to 40€.

### 5-4 Duration

The customer choose the contract length during the subscription phase. Then the renewal can also be done on line for a chosen period.

Without any particular information from the customer, if there is no cancellation, the contract will be tacitly renewed monthly, with application of the valid list price at the moment of the order.

In particular, if the customer still receives any mail to the Globe services Address, the contract is automatically renewed.

### 5-5 Termination

Every party can notify contract termination by an email or by postal mail to the other.

Termination taken in account is at the end of the current month, unless otherwise specified in the particular conditions. Termination should respect a 3 months notice for phone services (call answering - forwarding), for customer returns management and for all bespoke delivery services. Globe Services reserves the right to stop a contract if :

- Customer breaches the applicable French or European laws, these GTC or the contractual relationship
- Customer engages in offensive, abusive or disruptive behavior toward other customers of Globe Services' branch or employees
- Fees are not paid in accordance with the contract or are paid with delay
- Customer provides inaccurate, unreliable, false or not up-to-date personal data
- There is a risk of reputation or of legal liability for Globe Services
- Customer doesn't answer to Globe Services questions during more than 3 months

### 5-6 After Contract Termination

Upon expiration, cancellation or termination of this Agreement, it is the Customer's responsibility to make arrangements so that all mails and parcels are not more received at the Globe Services address and to credit the account sufficiently for the last shipments.

After contract expiration Globe Services will refuse all package and post addressed to Customer, delivered by any postal service or other parcel service company and return to sender as address unknown.

If some post or packages are still in the Mail Box at Globe Services address upon 30 days after the contract termination, and without any news from the customer, Globe services will reserves the right to discard or destroy all of them and apply penalties for late payment.

## Article 6 : Liability

### 6.1 Globe Services Liability

Globe Services will not be liable for any damages, except those caused by intention or gross negligence.

Globe Services accepts no legal responsibility or liability when he has to work with outsourced subcontractors. It is the case for the handling or forwarding of any mail on the Customer's behalf when this forwarding is done by logistics operators. In case of loss, damages or delays during shipment, customer is responsible to engage claims against carriers or postal services.

Customer also releases Globe services from liability for the phone services operations failures done through Telecom operators.

### 6.2 Customer Liability

The use of all services or utilities provided by Globe Services shall always respect all French and European laws. Illegal activity is totally prohibited by Globe Services.

Any legal fees incurred by Globe Services enforcing the applicable laws against a customer or potential customer will be the financial responsibility of the Customer.

The customer undertakes to fully indemnify Globe Services in respect of all costs and expenses and against claims for compensation by third parties, including costs of proceedings and lawyers, which may result for Globe Services from or in connection with an illegal registration and/or use of a service.

Globe Services provides an address but that is use to receive mails and parcels, but shall never be considered as a home or a residence, in the legal terms. For the company registration in France, a specific agreement is signed, valid for all French Authorities.

### 6.3 Internet Access

Customer expressly agrees that the use of the access on line is at Customer's sole risk and discretion. Globe Services makes no guarantee that this access on line will meet all user's requirements, that the access on line will be uninterrupted, timely, secure, or error free. Customer understands that the computer applications are complex and can reasonably sustain operational failures or malfunctions.

### 6.4 Force Majeure

Globe Services will not be held liable for delays or failure in the performance of the Customer Contract when failures are the consequence of facts or circumstances that may be reasonably considered as outside of his control and that are unforeseeable and unavoidable.

Customer agrees that viruses or other faults which result from an unauthorized access to the Software are deemed to be cases of force majeure, but also all natural or exceptional events which cannot be controlled by Globe Services, and generate interruption of telecommunication connections, in particular those of the Internet.

### 6.5 Dispute Resolution

The parties undertake to do everything possible to reach an amicable agreement to any dispute concerning the validity, interpretation or execution of the Contract.

In the event that the parties fail to reach an amicable agreement, any dispute concerning the validity, interpretation or performance of the Contract shall be settled by the exclusive jurisdiction of the Courts of Grenoble, France. Language used will be French.