

All services provided by Mr. Ship It Ltd (MrShipIt.com) are governed under our Terms and Conditions and are subject to change at any time.

## PRIVACY NOTICE AND PRIVACY POLICY

This Privacy Policy describes the ways that MrShipIt.com collects, uses, protects, transfers, and discloses information that you provide to us, that we collect, or that we receive through our website, located at www.MrShipIt.com (the "Website"). This Privacy Policy was last updated on February 23, 2017.

#### Philosophy

MrShipIt.com is dedicated to protecting the privacy of your personal information. "Personal information" includes information about you by which

you may be personally identified, including, for example, your name, address, email address, telephone number, age, gender, date of birth, account numbers, VAT/Tax ID, and financial and payment information. This Privacy Policy does not apply to the practices of companies that MrShipIt.com does not own or control, or to people whom MrShipIt.com does not employ or manage, including any third party advertisers or other websites that may link to or be accessible from the Website.

#### Your Consent

By accessing or using the Website and our services, you consent to this Privacy Policy. If you do not agree to the terms and conditions of this Privacy Policy, you may not use the Website and our services.

#### **Changes to This Privacy Policy**

MrShipIt.com reserves the right to modify this Privacy Policy at any time and without prior notice. All changes to this Privacy Policy will be effective immediately upon being posted to the Website. By continuing to use the Website after we change the terms of this Privacy Policy, you consent to those changes. It is your responsibility to periodically check the Website and this Privacy Policy for changes.

## Information MrShiplt.com May Collect on the Website

We collect several types of information from and about you when you access and use the Website, including the following: Non-Personal Information. When you visit the Website, we may collect non-personal information about you automatically as you navigate through the Website via certain Internet technology tools, including cookies, web beacons, and other tracking technologies. "Non-personal information" we may collect includes, for example, your IP address, details about how you use the Website, what Website features you access, information regarding the type of browser and operating system that you use, what website you linked from to the Website, other websites you have visited, and other similar analytic data. Non-personal information also includes personal or non-personal information that has been aggregated or pseudonymized in such a way that you cannot easily be identified individually. We may use third party service providers to assist us in collecting and analyzing non-personal information or to provide advertisements or other content on the Website. Personal Information. We may collect personal information: (1) when you provide it to us directly, including through forms on the Website (including, for example, when you register for our service, purchase a membership, use our services, or otherwise); (2) when you send us an email or contact us using the Help page or Live Chat; and (3) from third-party service providers who assist us in collecting and analyzing personal information. If you elect to post any information to publicly-accessible areas of the Website, you hereby grant to MrShipIt.com a perpetual, worldwide, irrevocable, fully-paid-up, royalty-free, non-exclusive license to use, reproduce, copy, modify, publish, distribute, perform, display, and create derivative works from such information (in whole or part) for any reason whatsoever.

#### How We Use the Information We Collect

We use personal and non-personal information:

- 1. To determine how much traffic the Website receives, to statistically analyze Website usage, to diagnose problems with our server, to improve Website content, to customize the Website's content, layout and services, and to otherwise provide the Website to you and other users;
- 2. To process payments and complete transactions;
- 3. To provide you with information regarding transactions or to otherwise contact you regarding administrative notice and communications related to your use of the Website;
- 4. To send an initial, one-time greeting, to send you notices with respect to receiving and forwarding your packages, to occasionally email you notifications of any announcements at MrShipIt.com, and to send newsletters or special offers to members if you have requested that service;
- 5. To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- 6. To fulfill the purpose for which you provide it;
- 7. As otherwise may be disclosed at the point of collection; and
- 8. For any other purpose with your consent.

We do not sell, rent, or loan our email lists to outside firms.

We may retain the content of any emails or messages you send us, and your name, your email address, and our response in order to handle any follow-up questions you may have. We may also use this information to measure how effectively we address your concerns.

# Information Sharing and Disclosure to Third Parties

Non-Personal Information. Because non-personal information does not identify who you are, we may share or disclose such information without restriction. For example, we may share or disclose non-personal information with our affiliates, suppliers, employees and agents, other businesses, and the government.

Personal Information. MrShipIt.com may share or disclose your personal information:

- To affiliated companies or other trusted businesses or persons who work on behalf of or with MrShipIt.com. MrShipIt.com may use third party service providers to host the Website or perform other Website functions, to help MrShipIt.com administer our business, or to communicate with you about offers or other information relevant to your relationship with MrShipIt.com. For example, we may provide your payment and financial information to third party service providers to process your payments and complete your transactions. All such third parties are subject to confidentiality obligations and are contractually obligated to maintain adequate security measures to protect your information;
- 2. In response to subpoenas, to law enforcement or government officials for any reason, court orders, regulatory requests, or legal process, or to establish or exercise our legal rights or defend against legal claims;
- 3. If MrShipIt.com believes it is necessary or appropriate to share information in order to investigate, prevent, or take action regarding suspected illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law;
- 4. To enforce or apply this Privacy Policy, the Terms and Conditions, or other contracts with you or with third parties, including for billing and collection purposes;

- 5. With a potential acquirer or buyer, if MrShipIt.com becomes involved in a merger, acquisition, divestiture, restructuring, reorganization, dissolution, or any form of sale of some or all of its assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding;
- 6. To fulfill the purpose for which you provide it;
- 7. As otherwise may be disclosed at the point of collection; and
- 8. For any other purpose with your consent.

MrShipIt.com will not share or disclose your personal information except in accordance with this Privacy Policy without providing you with notice.

# Transfer of Personal Information to The Bahamas

MrShipIt.com (Mr. Ship It Ltd) is based in The Bahamas. By providing your personal information and by using the Website and Our Services, if you are located in a country other than The Bahamas, you expressly consent to the transfer of your personal information to The Bahamas where data protection laws may not be considered adequate when compared with the data security laws in your country, or may not be as stringent as such laws. You also expressly consent to the disclosure to third parties of your personal information which is transferred to The Bahamas in accordance with this Privacy Policy and the Terms and Conditions. MrShipIt.com may use third party service providers, as mentioned in this Privacy Policy, that may be located in The Bahamas or elsewhere in the world. By providing your personal information and by accessing or using the Website, you expressly consent to the transfer of your personal information to such third party service providers, wherever they may be located.

#### Your Choices

Upon written request and verification of your identity, we will provide you with your personal information in our possession. You may request such information by contacting us as described below. You may also update or correct your personal information in our possession by contacting us as described below or by updating your information through the Website.

Please note that if you request we delete your information, that deletion may not happen immediately. We may retain your personal information subject to our reasonable business or legal requirements to do so, including, for example, to comply with requests from law enforcement.

You may be able to disable cookies or other tracking technologies through which we collect information about you by adjusting your browser preferences on your computer; however, doing so may limit your ability to take advantage of all of the features of the Website. MrShipIt.com does not control the cookies or other tracking technologies used by third parties, including our service providers. You should contact those third parties if you have questions or concerns regarding their use of cookies or other tracking technologies.

#### Links to or from Third Party Websites

You may have the opportunity to follow a link to other websites that may be of interest to you from this Website. MrShipIt.com endeavors only to link to reputable organizations related to your areas of potential interest, but these websites may not be hosted or controlled by MrShipIt.com and MrShipIt.com is not responsible for the privacy practices of those websites or the content provided thereon. Please review the privacy policies and practices of those websites before following such links. Our website contains affiliate marketing links, which means we may be paid commission on sales of those products or services. MrShipIt.com is not responsible for those products or services or the privacy practices of those affiliates; you should contact those affiliates directly if you have questions or concerns about their privacy practices, products, or services.

#### Security

MrShipIt.com takes security measures designed to protect against unauthorized access, alteration, disclosure, or destruction of your personal information. These measures include internal reviews of MrShipIt.com's practices and security measures, including a review of MrShipIt.com's encryption and physical security measures to guard against unauthorized access to systems where MrShipIt.com stores personal information. Due to the nature of the Internet and online communications, however, we cannot guarantee that any information transmitted online will remain absolutely secure or confidential, and we are not liable for the acts of third parties, such as hackers who circumvent our security and privacy measures. The security of your personal information also depends on you. You are responsible for maintaining the confidentiality of your username, suite number, password, and other login credentials. MrShipIt.com recommends that you do not share that information with third parties. We also recommend that you be careful not to post any personal information in public areas of the Website, such as the Blog, as that information may be viewed by other users or third parties that you do not know.

### **Contact Us**

If you have any questions regarding this Privacy Policy or our privacy practices, please contact us at: https://www.MrShipIt.com/contact-us.aspx.



## **TERMS AND CONDITIONS**

Activation of the Member's account or use of services provided by Mr. Ship It Ltd (hereinafter "MrShipIt.com" or the "Website") will represent the Member's acceptance of this agreement (hereinafter "Agreement"), as set forth in the following Terms and Conditions, and the Member's authorization for MrShipIt.com to charge the Member's payment method for all future charges. Member also consents to MrShipIt.com's Privacy Policy, as outlined above.

MrShipIt.com reserves the right, at its sole discretion, to change, modify, or otherwise alter these terms and conditions. It is the Member's responsibility to review the MrShipIt.com Terms and Conditions periodically as continued use of MrShipIt.com's services will constitute the Member's acceptance of any revised terms and conditions. If you disagree with modification made to these Terms and Conditions, your only recourse is to cease using the services of MrShipIt.com.

MrShipIt.com prohibits any illegal activity by its Members. Any charges incurred, for legal advice or otherwise, by MrShipIt.com in connection with the enforcement of the law against a Member or a potential Member will be

the financial responsibility of the Member or the potential Member. See Indemnification section below for further details.

Membership starts the day the Member's application is received by MrShipIt.com. MrShipIt.com cannot arrange for any shipments until all required documentation is received, including but not limited to a Bahamas Customs C44 Form & USPS Mail Forwarding Form 1583 be sending any parcels/mail for Member. The Member represents and warrants that he/she is responsible for complying with all known applicable export and import control laws and regulations in the order and receipt of merchandise and mail under the terms of this Agreement.

#### I. USER GUIDELINES

You agree to adhere to the following guidelines when using this Website:

- You may not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - You may not publish, post, advertise, distribute, disseminate, or upload any defamatory, infringing, obscene, indecent, abusive, offensive, inflammatory, objectionable, or unlawful material or information.
  - You may not publish, post, advertise, distribute, disseminate, or upload any information that may infringe any patent, trademark, trade secret, copyright, or other intellectual property rights, or any rights to privacy or publicity, of any other person.
  - You may not publish, post, advertise, distribute, disseminate, or upload any information that violates the legal rights of any other person or that could give rise to any civil or criminal

liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions or the Privacy Policy.

- You may not upload files that contain viruses, Trojan horses, worms, corrupted files, or any other similar malicious or harmful software, code, or programs that may damage the operation of another's computer or the Website.
- You may not delete or modify any author attributions, legal notices or proprietary designations or labels in any information that is published, posted, advertised, distributed, disseminated, or uploaded.
- You may not falsify the origin or source of information or material published, posted, advertised, distributed, disseminated, or uploaded.
- You may not conduct or forward surveys, contests, chain letters, or commercial solicitations.
- You may not download any material or information published, posted, distributed, disseminated, or uploaded by another user that you know, or reasonably should know, cannot be legally distributed in such manner.
  - You may not provide personal information, as that term is defined in the Privacy Policy, of another person without his or her express permission.
  - You may not provide personal information, as that term is defined in the Privacy Policy, of individuals under the age of 13.
- You may not access or attempt to access MrShipIt.com's information technology systems, environments, networks, files, data or accounts to which express authorization has not been obtained, or log into a server that you are not authorized to access.

- You may not attempt to circumvent or subvert system or network security mechanisms, or probe the security of any system, network, or account associated or used in conjunction with the Website.
  - You may not use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other person's use of the Website, including their ability to engage in real time activities through the Website.
  - You may not use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
  - You may not use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
  - You may not use any device, software, or routine that interferes with the proper working of the Website.
  - You may not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Please do not post any personal information, as that term is defined in the Privacy Policy, on publicly accessible areas of the Website. If you elect to post any information to publicly-accessible areas of the Website, you hereby grant to MrShipIt.com a perpetual, worldwide, irrevocable, fully-paid-up, royalty-free, nonexclusive license to use, reproduce, copy, modify, publish, distribute, perform, display, and create derivative works from such information (in whole or part) for any reason whatsoever.

#### **II. TERMS OF SERVICE**

MrShipIt.com will provide the Member with a suite number at the Mr. Ship It USA facility in Fort Lauderdale, Florida USA at which the Member can have mail and/or merchandise delivered prior to export.

- MrShipIt.com's services consist of acting as a freight forwarder agent, carrier and customs broker of the Member for import & export purposes by receiving the Member's merchandise, which will be sorted, packed, and shipped. At the Member's direction, MrShipIt.com export to the Member's Default Pickup Store. All packages received by MrShipIt.com will be opened by representatives of the company. Members are responsible for all import obligations in the country to which all mail and packages will be sent. Members also authorize MrShipIt.com as its customs broker to conduct customs clearance and entry.
- Members accept that carriers and country customs officers reserve the right to open and/or inspect every shipment.

The Member authorizes MrShipIt.com to charge his/her payment method for all services and/or account activity with MrShipIt.com. Payments done via Credit Cardwill be processed in US Dollars (USD) via Mr. Ship It Shipping LLC's payment processor. Such charges may include but are not limited to membership dues, shipping and handling charges, return/reroute fees, storage charges, late charges, and any optional services. Failure to provide payment for services rendered at the time of service may result in late charges, stop shipment charges, suspension of service, cancellation of membership, and involuntary return or the discarding of any remaining merchandise.

If a Member's payment method is by credit card, and if such Member has an outstanding invoice or invoices, the Member authorizes MrShipIt.com to charge his/her credit card for the aggregate amount of such outstanding invoice or invoices in one or more credit card transactions. By way of example, if a Member has an outstanding invoice or invoices of \$3,000 in the

aggregate, the Company may either charge the Member's credit card (i) one time for \$3,000, (ii) three times for \$1,000 each or (iii) any other combination that in the aggregate equals \$3,000.

Shipping costs are based on the weight and dimensions of your shipments. Shipping costs will be charged according to the actual weight or dimensional weight, whichever is greater.

MrShipIt.com will allow Members to store their merchandise for up to 5 days at no charge. After 5 days the Member agrees to pay storage charges per box per day consistent with Mr. Ship It Ltd's current schedule of fees.

Prohibited or restricted merchandise is not storable and will be rejected, forfeited (and sold with the proceeds donated to charity), destroyed, or provided to government officials

Insurance costs for shipments of merchandise are based on the value. Insurance costs at 1.50% of the merchandise with a minimum of \$1.50 cost.

All claims are reviewed individually and any claim payment will be based on the declared value.

Claims for lost or damaged merchandise must be filed within 30 days of merchandise being received at MrShipIt.com Fort Lauderdale, Florida Warehouse. Claims are considered filed when a fully completed claim form, photograph(s), and supporting documentation, including receipts, are received by MrShipIt.com. Claims are reviewed individually and the review process will take a minimum of five (5) days. Specific commodities, including televisions, computers, electronics, jewelry, figurines, furniture and lighting have limits of liability in case of loss or damage regardless of the declared value or insurance costs paid. Any liability for damage or loss caused after delivery to MrShipIt.com is limited to the lesser of either the declared value, proof of purchase price, or the specific commodity liability limit. No liability will be assumed by MrShipIt.com for damage or loss caused to any items before delivery to MrShipIt.com or caused to merchandise prepackaged by the manufacturer. Failure to file a completed claim within the time limit will invalidate the claim.

Either party may cancel the Membership Agreement with written notice (via email, fax, letter, or, to the extent provided by the MrShipIt.com website, online). Each Member, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of any amounts owed to MrShipIt.com by such Member, whether under these Terms and Conditions or otherwise (the "Secured Obligations"), hereby mortgages, pledges and hypothecates to MrShipIt.com and grants to MrShipIt.com a lien on and security interest in, all of its right, title and interest in, to and under any and all packages shipped by such Member to MrShipIt.com.

If a Member's account charges become delinquent for more than thirty (30) days, MrShipIt.com may exercise, in addition to all other rights and remedies granted to it in these Terms and Conditions and in any other instrument or agreement securing, evidencing or relating to any Secured Obligation, all rights and remedies of a secured party under the applicable law.

Without limiting the generality of the foregoing, MrShipIt.com may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon a Member or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent

permitted by law), during the continuance of any account delinquency (personally or through its agents or attorneys), (i) enter upon the premises where any and all packages shipped by such Member to MrShipIt.com are located, without any obligation to pay rent, through self-help to the extent permitted by law, without judicial process, without first obtaining a final judgment or giving a Member or any other person notice or opportunity for a hearing on MrShipIt.com's claim or action, except as may be required by applicable non-waivable laws, (ii) collect, receive, appropriate and realize upon any such packages and (iii) sell, assign, convey, transfer, grant option or options to purchase and deliver any such packages, in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of MrShipIt.com or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, in each case, subject to applicable non-waivable laws. MrShipIt.com shall have the right, upon any such public sale or sales and, to the extent permitted by the applicable laws, upon any such private sale, to purchase the whole or any part of such packages so sold, free of any right or equity of redemption of a Member, which right or equity is hereby waived and released.

Title to any items that cannot be exported after arrival at the MrShipIt.com Fort Lauderdale facility will be forfeited by the Member. MrShipIt.com will have the option of returning all such forfeited packages/mail to the sender(s) and/or of discarding the items, including by (1) selling any items not returned to the seller and then providing the proceeds of such sales to charity, (2) destroying such items, or (3) providing such items to a government official. The Member agrees and acknowledges that he/she shall purchase any and all merchandise from Sellers in a manner that (1) transfers title to the Member prior to the time that the merchandise is received at the Mr. Ship It Fort Lauderdale warehouse and (2) in accordance with risk of loss terms that provide either that the buyer or the Member bears the full costs and risks of moving the goods from the buyer's location to the Mr. Ship It Fort Lauderdale warehouse.

If a Member's account charges become delinquent for more than 30 days, MrShipIt.com may, at its sole discretion, cancel the Member's membership, process all packages and mail by returning the same to the sender, or discarding all packages and mail. The Member forfeits all claims to items abandoned in his/her mailbox once the membership is canceled.

Each package received by MrShipIt.com with an incomplete, incorrect, or old address that can be associated with a Member will be assessed a charge consistent with MrShipIt.com's current schedule of fees. Members should ensure that all merchants and sellers mark all packages with the complete and accurate address, including the Member's unique suite number that has been assigned. All packages received with incomplete, incorrect, or old addresses that cannot be associated with a Member will be returned to the Sender or discarded.

The Member's MrShipIt.com suite number is to be used only for package forwarding purposes. The Member will not represent that its MrShipIt.com suite number is its address for any purpose other than as the address to which packages may be delivered prior to export, including, but not limited to, representing that its MrShipIt.com suite number is the address of the Member's place of business or residence. Failure to comply with this requirement may result in the cancellation of the Member's MrShipIt.com account.

The Member is solely responsible for complying with any terms and conditions of sale that may be imposed by the seller of the merchandise. The Member acknowledges that MrShipIt.com is not responsible for any action taken by the seller with respect to the Member's order as a result of the seller's terms and conditions of sale.

The Member also is responsible for informing the seller that any merchandise purchased and sent to MrShipIt.com's facility ultimately will be exported out of United States of America and imported into The Bahamas. It ultimately is the responsibility of the Member to ensure that the seller provides the export classification of the merchandise and determines if any export licenses are required for the merchandise. The Member must ensure that merchandise requiring an export license, or that is otherwise controlled for export, is not shipped to MrShipIt.com by the seller.

#### **III. COMPLIANCE WITH LAWS**

#### A. Compliance With Export and Import Laws

 The Member is responsible for and warrants his/her compliance with all applicable laws, rules and regulations, including, but not limited to, the import and export laws and government regulations of any country to, from, through or over which the Member's shipment may be carried. This responsibility includes determining and meeting any and all applicable import and export obligations and license requirements, including those of the U.S. Department of Commerce, U.S. Department of State, U.S. Customs and Border Protection, U.S. Department of Treasury, and any and all import obligations or license requirements of the destination country.

- 1. The Member represents and warrants that all its activities will be conducted in compliance with applicable laws governing the export, import, and provision of goods and services in The United States of America, The Bahamas and in the jurisdictions in which the Member resides, operates, or will receive shipments, including but not limited to the Laws of The United States of America
- 2. The Member represents and warrants that (a) the recipient of any items processed and shipped by MrShipIt.com is the end user of any and all merchandise and mail that the Member has requested be exported

#### **B.** Prohibited and Restricted Items

The following list is a non-exclusive sampling of items that are restricted, cannot be shipped or, depending on your destination country, may either require an import license, additional documentation and/or cause problems and delays during the customs review of your shipment:

- Combustible/flammable items (paints, oils, lighters, perfume, nail polish)
- Any type of pressurized can (hair spray, shaving cream, spray cans of any type)
- Hazardous materials (matches, chemicals, explosives)
- Firearms, weaponry and their parts: military, police and tactical equipment of any kind, including guns, gun replicas,

gun accessories, gun components (magazines, clips and rail systems), ammunition, knives, swords, compound bows, crossbows, discharge weapons such as shock batons or stun guns, tooling for guns or gun parts, optical scopes, laser sights, night sights, night visions goggles, handcuffs and other restraints, surveillance equipment

- Agricultural products such as tobacco, plants and seeds (restricted to some destinations)
- Coffee (restricted to some destinations)
- Perishable foods (refrigerated, frozen, fresh/raw fruits and vegetables, etc.) Note that any food (including dietary supplements) received through MrShipIt.com may not be returned to or resold in The Bahamas.
- Animals and products made with animal skin (furs)
- Alcohol (MrShipIt.com may be able to assist you with shipping table wine through unaffiliated freight forwarders and carriers in limited quantities to some countries)
- Cash, currency, money orders, cashiers' checks, bank drafts, bearer bonds and collectible stamps and coins. Jewelry and precious stones are (a) restricted to some countries and (b) can only be insured up to \$500 maximum and any shipments of jewelry in excess of \$500 carriage limit is uninsured and Member assumes all risk of loss above such limit
- Lottery tickets and gambling devices
- Prescription and/or veterinary medication
- Pornography
- Lock picking devices
- Government IDs and licenses, or items that claim to be, or that look similar to, government identification documents.

This includes uniforms and badges or patches designed to look like official government-issue.

- The Member understands and agrees that any software and/or data residing on used computer equipment or other electronic storage device is the sole responsibility of the Member. The Member is responsible for and warrants his/her compliance with all applicable import and export laws, rules and regulations, including, but not limited to, the import and export laws and government regulations of the Office of Foreign Assets Control, U.S. Department of State, and U.S. Department of Commerce and any requirements pertaining to the shipping of any such software and/or data to any country to, from, through or over which the Member's shipment may be carried. Member also understands that MrShipIt.com is not responsible for the loss of any software and/or data.
- The Member is responsible for confirming that prohibited items listed in the MrShipIt.com Prohibited and Restricted Item page are not sent to MrShipIt.com. See <u>Prohibited Items</u> <u>Guide</u> for more information. MrShipIt.com reserves the right to return packages to the sender(s) for any reason, to provide packages (and information concerning the same) to government authorities, or to otherwise discard packages (including by selling forfeited items with the sales proceeds going to charity)

Additional information is available on our Prohibited and Restricted Items page. The Bahamas government provides general information about U.S. export requirements on the Export.gov website.

#### **C. Fraud Prevention**

- MrShipIt.com uses commercially reasonable efforts to prevent fraudulent use of the Website.
  NOTWITHSTANDING THE FOREGOING, MrShipIt.com
  WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE
  CAUSED BY FRAUDULENT USE OF THE WEBSITE BY
  YOU OR BY THIRD PARTIES. If you think there has been fraudulent activity with respect to your account, you must contact MrShipIt.com immediately, and MrShipIt.com will cancel such account.
- You may not use the Website for multi-level marketing, pyramid schemes, receiving checks and/money orders, or other business practices easily subject to abuse. You represent, warrant, and covenant that all information you provide to MrShipIt.com is accurate and complies with all applicable local, state, and federal laws and regulations, including any information regarding the value or export classification of merchandise. You are solely liable for such information and for maintaining all records as required under law. You may be subject to civil or criminal penalties by the U.S. Government for making false or fraudulent statements with respect to such information.

### IV. APPOINTMENT OF MrShiplt.com AS MEMBER'S AGENT

- As a Member, you grant MrShipIt.com a written authorization to act on your behalf as your true and lawful agent for the following specific purposes:
  - preparation of shipping documents;
  - preparation of any Certificates of Origin;
  - preparation of an EEI via AES in accordance with the laws and regulations of United States of America;
  - preparation of Customs Entry in accordance with the laws and regulations of The Bahamas
  - preparation of an airway bill or any other document required to export merchandise to Member;
  - entering into service agreements on your behalf and to authorize parties to such service agreements with a power of sub-delegation for the preparation and completion of all documentation required for the clearance and delivery of all shipments subject to such agreements; and
  - authorization to conduct customs clearance and entry

If an EEI (for which a charge consistent with MrShipIt.com's current schedule of fees will apply) is required for goods originating within the United States of America, MrShipIt.com will file the required export information on behalf of the Member as its agent pursuant to this section. If the Member or the USPPI fails to provide all of the information needed to accurately file an EEI, MrShipIt.com will decline to process the merchandise for export. MrShipIt.com reserves the right to review the accuracy of any information (*e.g.*, by confirming that the Export Control Classification Number or merchandise value provided is correct). Under such circumstances, the Member is responsible for all costs incurred in returning the merchandise,

tendering the merchandise to government authorities, or forfeiting and/or destroying the merchandise. The Member also acknowledges that under such circumstances, MrShipIt.com will not reimburse the Member for the value of the merchandise.

- The Member acknowledges that he/she has a duty to and is solely liable for – accurately providing all information required by United States' laws and regulations, including information required by 15 CFR § 30 and maintaining all records as required under law. Civil or criminal penalties may be imposed against the Member by the U.S. government for making false or fraudulent statements with respect to this information.
- MrShipIt.com assumes no responsibility to act as a record-keeper or record-keeping agent for either the Member or the USPPI. The Member is responsible to supply to MrShipIt.com all information regarding the USPPI, including its name and employer identification number (EIN), and the Export Control Classification Number ("ECCN"), Schedule B classification, and all other information required under a routed export transaction as described in Title 15, Code of Federal Regulations, Part 30, the Foreign Trade Regulations (FTR). The Member also is responsible for providing the above information for any third-party seller listing items for sale on websites or through service providers like Amazon.com or eBay.com.

#### **V. INDEMNIFICATION**

• The Member agrees that he/she will remain liable for and indemnify, defend, and hold harmless MrShipIt.com and its shareholders,

officers, directors, agents, partners, employees and independent contractors, at all times from the date hereof, from and against any and all claims, actions, damages, awards, liabilities, losses (including consequential losses), judgments, penalties, interest, fines, expenses, and/or other costs (including attorneys' charges and court costs) arising by reason of the execution hereof or the consummation of the transactions contemplated hereby, including without limitation those arising from or relating to:

- any negligent action or omission of Member or any of the Member's employees, contractors, agents or any other person acting under Member's supervision or control prior to, as of, or following the date hereof;
- any inaccuracy or breach of any representation or warranty made by Member in this Agreement or any other document or instrument executed or delivered by Member in connection with this Agreement;
- any breach or non-performance of any covenant or agreement made by Company in this Agreement or any other document or instrument made by Member in connection with this Agreement;
- MrShipIt.com's preparation, determination or execution of the documents or any other document necessary for transportation, including but not limited to preparing address information, routing, classification, licensing requirements, and listing the value of goods or the value for carriage, except for claims arising solely from the gross negligence or willful misconduct of MrShipIt.com;
- the Member providing to MrShipIt.com any incomplete or false information; and

- the Member's failure to comply with the terms hereof or of any jurisdiction's law applicable to the exportation or importation of such shipments.
- The Member acknowledges that the foregoing provisions are a material inducement for MrShipIt.com to enter into this Agreement and the transactions contemplated hereby, and shall survive termination of this Agreement.

### **VI. SEVERABILITY**

Any use in contravention of this provision or any provision of this Agreement is at your own risk and, if any part of this Agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall govern such use.

#### **VII. NO LEGAL RELATIONSHIP**

You agree that no joint venture, partnership, employment, or agency relationship (other than as expressly set forth in these Terms and Conditions) exists between you and MrShipIt.com as a result of this Agreement or your use of this Website.

#### **VIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and MrShipIt.com with respect to this Website. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and MrShipIt.com with respect to this Website. Any alleged waiver of any breach of this Agreement shall not be deemed to be a waiver of any future breach.

#### VIIII. CONFLICT OF LAWS

This Agreement and all disputes concerning this Agreement shall be governed by the applicable law and the applicable regulations of The Bahamas and by the applicable regulations of any agency of The Bahamas, without applying conflict of law principles that would result in applying any state law or state regulation other than those of Florida. The parties, in all disputes between them, consent and submit to the exclusive jurisdiction and the exclusive venue of The Bahamas courts and the parties waive all claims that such jurisdiction and venue is improper or inconvenient. In all lawsuits to enforce or interpret this Agreement, the parties waive all rights to a jury trial, and in such actions the prevailing party shall recover from the other party the prevailing party's costs and expenses, including the prevailing party's attorneys, experts and consultants. Notwithstanding the foregoing jurisdiction, and venue restrictions, the party in whose favor a judgment with respect to this agreement is entered shall be entitled to enforce that judgment in any jurisdiction in any venue.