

## **YouShopItaly, Terms and Conditions \_ rev 01.2017**

### **Introduction**

YouShopItaly.com offers a service of international package forwarding for new articles bought by international customers from Italian Online stores exclusively. Once your account is activated, you get an Italian address that you can use to receive your packages. You will also be given a YouShopItaly Account Page that you can access through YouShopItaly.com. When YouShopItaly receives a package addressed to you, we will notify you by email and post the package on your YouShopItaly Account Page. You will be asked to provide invoices and/or receipts of your purchases, declare value of the goods to be forwarded and after the payment of our services, we will send the package to your address in your home country in accordance with your instructions. Your shipment will be sent to you in the same package that we receive or YouShopItaly will consolidate multiple packages into a new box.

### **User Agreement**

This User Agreement (“**Agreement**“) is a legal agreement between you (referred to as “**you**” or “**Customer**“) and YouShopItaly, the company that owns YouShopItaly (“**YouShopItaly**” or “**us**“). This Agreement governs your use of the YouShopItaly website, referred to in this Agreement as “**YouShopItaly.com**” or the “**Site**.” All services provided by YouShopItaly are described in YouShopItaly.com and are collectively referred to in this Agreement as “**Services**.” As a condition of your use of this Site, you represent and warrant to YouShopItaly that you will not use this Site or the Services for any purpose that is unlawful, immoral or prohibited by these terms, conditions and notices.

This Agreement supplements the terms and conditions of the Services described in the Site. By accessing the Site or opening a new account with YouShopItaly.com, you agree to be bound by and hereby become a party to all the terms of this Agreement. If you do not agree with the terms and conditions in this Agreement, you may not use YouShopItaly.com.

We can amend this Agreement by posting the amended terms on YouShopItaly.com, which take effect when we post them. By continuing to access or use YouShopItaly.com after any such amendment, you agree to be bound by the terms of the amended Agreement.

PLEASE READ THE ENTIRE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE YOU USE YOUSHOPIALY.COM. IF YOU DO NOT AGREE TO ALL THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SITE. BY USING THE SITE, YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS. TO USE THE SERVICE, YOU MUST BE AT LEAST 18 YEARS OLD.

### **Our Privacy Policy**

The information that we obtain through your use of any portion of the Site, whether through the registration process or otherwise, is subject to the privacy policy posted on the Site (“**Privacy Policy**“), which is incorporated within this Agreement by reference. You may access the YouShopItaly Privacy Policy by clicking on this link: [Privacy Policy](#). The Privacy Policy describes our collection and use of the information you provide to us, including our respective rights relative to that information. Please review the Privacy Policy before you use the Site. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Site. YouShopItaly will not share, rent or lease your personal information to any third party for their independent use or benefit. Information we collect from you is used to process your orders, ship products, verify accounts, which is basically what we need to do our job. We don't save or store complete credit card numbers to further protect your security and privacy.

### **YouShopItaly Site**

#### **No License**

Except as expressly provided in this Agreement, nothing contained in this Agreement or on the Site shall be construed as conferring any other license or right, expressly, by implication, by estoppel or otherwise, with respect to any of YouShopItaly's content or any third party's content. Any rights not expressly granted herein are reserved.

**You agree not to use the Site or the Services to:**

- Harm or threaten to harm YouShopItaly or users in any way, including by using information you find here to compete against YouShopItaly;
- Impersonate any person or entity (including YouShopItaly or its agent), or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Disseminate or transmit any content that infringes or violates any party's copyright, trademark, trade secret, patent or other rights.
- Violate any law (whether local, state, national, or international), whether or not intentionally;
- Forge Internet protocol headers or otherwise manipulate identifying information in order to disguise your identity;
- Provide fraudulent, inaccurate, or incomplete information to YouShopItaly or any shipping service or government agency;
- Interfere with or disrupt the Services, the Site, or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
- Collect or store personal data about other users;
- Engage in any activities that would violate the personal privacy rights of others, including but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law;
- Post or cause to be uploaded to YouShopItaly's computer servers or network any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

#### **No Automated Queries**

You may not send automated queries of any sort to the Site without express permission in advance from YouShopItaly. Note that "sending automated queries" includes, among other things:

- using any software that sends queries to the Site to determine how a website or web page "ranks" for various queries;
- "meta-searching";
- performing "offline" searches on any YouShopItaly web site.

#### **No Copies**

You may not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub license, grant a security interest in or otherwise transfer any right in the Services or the Site, or remove or obscure the copyright notice or other notices displayed on the Site. Except as provided above, you may not reproduce, print, cache, store or distribute content retrieved from the Site in any way, for any commercial use without the prior written permission of YouShopItaly or the copyright holder identified in the relevant copyright notice.

#### **Copyrights**

All content available on YouShopItaly.com, including site design, text, graphics, interfaces and the selection of arrangements thereof is copyrighted by YouShopItaly, with all rights reserved, or is the property of YouShopItaly or third parties protected by intellectual property rights.

YouShopItaly, YouShopItaly.com, and YouShopItaly are service marks of YouShopItaly. YouShopItaly's service marks/trademarks may not be used in connection with any product or service that is not provided by YouShopItaly, in any matter that is likely to cause confusion among customers, or in any manner that disparages or discredits YouShopItaly.

If you believe content on YouShopItaly.com infringes your copyright, you should send notice of copyright infringement to YouShopItaly's Copyright Agent. Your notice must meet the requirements of the Digital Millennium Copyright Act (as required under 17 U.S.C. §512) by providing the following information:

1. An identification of the copyrighted work claimed to have been infringed.
2. An identification of the material that you claim is infringing so that we may locate it on the site.
3. Your address, telephone number and email address.
4. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
5. A statement by you that the above information in your notice is accurate, made under penalty of perjury, and that you are authorized to act on behalf of the owner of the copyright interest involved.

6. Your signature.

**The notice should be mailed to:**

YouShopItaly. Attn: Copyright Agent, via email to you@youshopitaly.com.

Upon receipt of notice as described above, YouShopItaly.com will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from YouShopItaly.com.

**Trademarks**

We do not want anyone to be confused about which materials and services are provided by us and which are not. You may not use any mark appearing on our sites without the prior written consent of the owner of the mark. YouShopItaly does not control and assumes no responsibility for content that appears on a third party's website that may be accessed via YouShopItaly.com, and trademark owners should contact third-party sites directly to resolve trademark disputes.

If you are an owner of a registered trademark (or represent an owner of a registered trademark) and have an objection to content corresponding to your trademark on YouShopItaly.com, or if you believe that we have improperly used your registered trademark to promote YouShopItaly.com on a third-party website, please provide the following information:

1. Name of Company
2. Contact information (including email address)
3. List of registered trademark(s) at issue including a copy of each relevant federal trademark registration certificate(s)
4. The identity of the advertisement(s) at issue (via the URL stated on the bottom line of the ad or other identifying information). Please indicate if your complaint is limited to specific advertisers/advertisements or if it is a general objection to all advertisers.
5. If certain affiliates or partners are permitted to use your trademark in their ad content, please list the company names in your letter.
6. Include the following statement: "I have a good faith belief that use of the trademarks described above with the advertisements described above are not authorized by the trademark owner or its agent, nor is such use otherwise permissible under law."
7. Include the following statement: "I represent that the information in this notification is true and correct and that I am authorized to act on behalf of the trademark owner."
8. Your signature

Send this written communication with the above information to the following address:

YouShopItaly - Attn: Trademark Complaints: you@youshopitaly.com

Upon receipt of notice as described above, YouShopItaly.com will confirm the existence of the registration of the trademark in question and will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from YouShopItaly.com. In the event that the challenged content has been provided to YouShopItaly by a third party and in YouShopItaly's sole discretion, we conclude that the content is identical to the registered mark and is used in connection with goods and/or services covered by the trademark owner's federal registration, YouShopItaly will provide to notice to the third party prior to any removal of content. If prior to such removal, the third party demonstrates that it has its own trademark registration or approved trademark application covering the challenged content, YouShopItaly will not remove the content.

Notwithstanding the foregoing, YouShopItaly will comply as appropriate with the terms of any court order relating to the behaviour of the challenged party identified in such court order.

**The YouShopItaly Service**

**Registration.**

Before you use the Services, you must open a YouShopItaly Account by completing the YouShopItaly Account Set Up form with true, accurate, current and complete information about yourself (the "**Registration Information**"). You agree to maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if YouShopItaly has reasonable grounds to suspect that information you have provided is untrue, inaccurate, not current or incomplete, YouShopItaly has the right to suspend or terminate your access and refuse you

any and all use of the Site and the Services, considering the goods stored as abandoned and also keeping money deposited (if any). You are not eligible of any refund nor to have back goods stored and/or incoming.

### **Fraud Prevention**

YouShopItaly is continually working to prevent internet frauds. Three of the most important fraud prevention measures that we use are passwords, account verification, and spending limits. We mandatory require that all items you send to us are fully paid to the seller. At any time we may require to you passport and/or Id or any other document in case we have any suspect that customer is using a fake identity or fraud. In case customer does not collaborate within 5 days from our request we close the account, keep money deposited (if any) and packages will be considered as abandoned. You are not eligible of any refund nor to have back goods stored and/or incoming.

### **Password**

When your registration is complete, you may access your YouShopItaly Account Page and other secure areas of YouShopItaly.com using a password. You are responsible for safeguarding the password. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify YouShopItaly.com of any unauthorized use of your password.

### **Italian Export Regulations**

Customer must export products from Italy in accordance with all applicable Italian export control laws and regulations. Invoices and/or receipts of the goods must be provided to YouShopItaly and also the goods value declaration. Registered user is fully responsible of documents provided and values declared and/or content of the packages to be forwarded. Value of the goods means value paid for goods plus Vat and domestic delivery to YouShopItaly. Mistakes can happen so in case of untrue declaration of goods value, YouShopItaly will support emending the documents. We charge for this check 50 euro to be paid in advance. In case customer denies to pay or in case of further cases of untrue declarations YouShopItaly will keep the money deposited, close the account and consider goods as abandoned. You are not eligible of any refund nor to have back goods stored and/or incoming.

### **Packages**

We forward exclusively packages containing new items purchased by registered customers and directly delivered to YouShopItaly from Italian Online Stores.

“Size and Weight Limits” of parcels for services as shown in the YouShopItaly Pricing section of the Site:

Maximum length: 150 cm

Maximum combined length and girth: 225 cm

Min. Dimensions: cm 20 x cm 11 x 0,5 cm

Maximum weight for individual parcel: kg 30.

Income packages exceeding the above mentioned limits must be previously notified to YouShopItaly and YouShopItaly will consider if the package is acceptable and in case will issue a custom estimation for the service.

Custom estimation has a cost of 30 Euro to be paid independently if customer will accept it or not and has to be paid in advance.

### **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.

Prohibited:

1. Any kind of article delivered to us from a private sender.

2. Any kind of articles delivered to us from non Italian retailer
3. Letters, mails, documents
4. Personal pre-owned articles
5. Combustible/flammable items (paints, oils, lighters, perfume, nail polish)
6. Any type of pressurized can (hair spray, shaving cream, spray cans of any type)
7. Hazardous materials (matches, chemicals, explosives)
8. 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
9. Agricultural products such as tobacco, plants and seeds (restricted to some destinations)
10. Drugs & Coffee (restricted to some destinations)
11. Perishable foods (refrigerated, frozen, fresh/raw fruits and vegetables, etc.)
12. Animals and products made with animal skin (furs)
13. Alcohol (YouShopItaly.com may be able to assist you with shipping table wine through unaffiliated freight forwarders and carriers in limited quantities to some countries, but not to Muslim countries such as Saudi Arabia)
14. Cash, currency, money orders, cashiers' checks, bank drafts, bearer bonds and collectible stamps and coins. Jewellery and precious stones are restricted to some countries.
15. Lottery tickets and gambling devices
16. Prescription and/or veterinary medication
17. Pornography
18. Lock picking devices

If we receive a package which content is prohibited amount of money deposited by customer, if any, will be totally retained and not refunded in any case, account closed and packages considered as abandoned. You are not eligible of any refund nor to have back goods stored and/or incoming.

#### Restricted items

##### Alcohol & Spirits

Articles bought from E-bay, Amazon or similar sites

Dental, Veterinary & Medical Devices

Electronics

Flammable Liquids: perfumes, colognes, eau de toilette, etc..

Foods

Medicines & Dietary Supplements

#### Parcels exceeding Size and Weight Limits:

Maximum length: 150 cm

Maximum combined length and girth: 225 cm

Min. Dimensions: cm 20 x cm 11 x 0,5 cm

Maximum weight for individual parcel: kg 30.

If you have any doubt please before get articles delivered to us please contact us or such articles will immediately refused and/or destroyed. If we receive a package which content is restricted, without being notified, amount of money deposited by customer will be totally retained and not refunded in any case, account closed and packages considered as abandoned. You are not eligible of any refund nor to have back goods stored and/or incoming.

#### Addresses

Each package delivered to YouShopItaly must be addressed correctly. Your correct name and Address at YouShopItaly must be written on each package. If a package arrives with an incorrect or incomplete address (for example missing a part of the address or an unknown or misspelled name), YouShopItaly will try to

determine whom it belongs to. If YouShopItaly is able to determine the owner of the package, it will be entered in to the correct mailbox and we will charge a 25 Euro address correction fee. If the owner cannot be determined and a claim with tracking information is not provided within 10 days of the package's arrival, the package will be liquidated.

### **Re-Pack and Multiple Package Charge**

Each incoming package received by YouShopItaly will be sent to you in its original packaging (as it is received). YouShopItaly however will inform you promptly if the package conditions are good for international shipping. In case YouShopItaly will Re-pack and the charge (including cost of the box) is 15 Euro. This value will be notified to customer at shipment time and has to be paid in advance.

In case of multiple packages we consolidate each single package in one shipment, combining package as they are, i.e. we do not open your packages to combine partially goods.

Consolidation is offered for free within the following "Size and Weight Limits":

Maximum length: 150 cm

Maximum combined length and girth: 225 cm

Min. Dimensions: cm 20 x cm 11 x 0,5 cm

Maximum weight of the box (with packages consolidated): kg 30.

Package consolidation exceeding the above mentioned limits need a custom estimation from YouShopItaly.

Customize shipping estimation cost for oversize packages arrived to YouShopItaly without prior notification has a cost of 30 Euro to be paid independently if customer will accept it or not and has to be paid in advance.

Customer is however free to ship packages separately one by one at the costs charged in Pricing section.

In case of fragile items to be shipped customer has to inform YouShopItaly that can provide extra package (to be quoted). Customer is acknowledged that in case of damage/loss/missing during transport courier is the unique responsible for any damage and accept to address any request of refund to courier exclusively.

### **Storage**

YouShopItaly will store your packages in our warehouse for up to 30 days (from the day of the arrival to the receive of payment) without charge while we wait to receive all of the required fees and customs forms for shipping, and any additional packages that are to be consolidated. You can store maximum 8 packages within the "Size and Weights Limits" or 1 cubic meter in total of storage space.

Packages exceeding "Size and Weights Limits" are not accepted at YouShopItaly if not previously notified to us. Each extra package will be charged 15 Euro/day from the day of the arrival at YouShopItaly and for a maximum period of 15 days. After that period not receiving instructions from customer nor full balance of our fees (including extra charges), your account at YouShopItaly will be blocked and all packages will be destroyed. You are not eligible of any refund nor to have have back goods stored and/or incoming.

### **Abandoned Packages and deposit.**

Packages are considered as abandoned if:

1. We do not receive the required fees and/or documents from you within 30 days.
2. We do not receive the full payment of our fees within 5 days after the request of payment.
3. If you use a fake identity and/or declare untrue value of the goods and/or attach false invoices/receipts of the goods.
4. If content of your package is prohibited.
5. If content of your package is restricted without prior notification to us.

The ownership of the packages passes to YouShopItaly entirely and YouShopItaly may decide to destroy and/or return to seller and/or sell the items in order to cover costs. You are not eligible of any refund nor to have back goods stored and/or incoming.

Deposit paid by customer is retained, you are not eligible of any refund nor to have back goods stored and/or incoming in the following cases:

1. We store a package but do not receive the required fees and/or documents from you within 30 days.

2. If you use a fake identity and/or declare untrue value of the goods and/or attach false invoices/receipts.
3. If content of your package is prohibited and/or restricted without prior notification to us.
4. If value of the goods declared by customer is lower than the real value and you do not integrate payment within 5 working days from our request.
5. If customer denies to collaborate in providing documents to verify the identity ( passport and/or id)
6. If you refuse to pay or try to negotiate.

### **Package Refusal**

YouShopItaly will refuse packages exceeding the "Size and Weights Limits", if not previously notified to us by customer and packages that require any kind of payment to be received from us, packages with incomplete address and/or address to unregistered customers.

### **Oversize Packages**

Oversize packages are any package over the size or weight limit of shipping methods shown in the YouShopItaly calculator. Oversize packages will need to be divided, reduced, trashed or returned to the sender so they need a custom service.

Oversize packages incoming at YouShopItaly must be previously notified to us and YouShopItaly will consider if the package is acceptable and in case will issue a custom estimation for the service. Custom estimation has a cost of 30 Euro to be paid independently if customer will accept it or not and has to be paid in advance.

### **Photographs of Packages**

In case customer ask for photographs of the packages we provide 4 pictures per package and we charge you 25 Euro per package.

### **Consolidation and Repacking**

YouShopItaly is not responsible for items missing from a consolidated package without proof that we received the missing item.

If you believe that we have made a mistake in the consolidation, weighing or processing of any other special request, you may place another special request (5 Euro) asking for us to double-check. If we find that we did make a mistake, you will not be charged for the special request.

### **Assisted Purchases**

YouShopItaly can assist you to purchase products in Italy. The Assisted Purchase fees is a custom service and is charged 12% of the value of the goods + PayPal fees. Note that YouShopItaly's sole responsibility is to act as your agent in making a purchase based on your instructions. We are not responsible for quality of the goods, warranties, delivery issues, back up orders, etc. YouShopItaly is not responsible if the purchase cannot be made for any reason. If we are unable to purchase 50% or more of the items requested, whether because of unavailability or insufficient information, the entire purchase will be cancelled and customer will be refunded except for Paypal fees and a fix charge of 20 Euro. If we are able to purchase at least 50% of the items requested, we will proceed with the purchase.

### **Costs**

The costs for YouShopItaly services are listed on the Site and in case of Customs services declared in advance via mail. Customs duties, if any, are always on customer side and never expressed nor in our estimations nor in our billings. Our costs and/or estimations include exclusively: handling, storage, international shipping costs, consolidation, export documents and tracking. Price of our service is calculated based on value of the goods and weight; untrue declarations filled by customer our billing calculation. For bills issued or paid based on untrue declarations we notify to customer correct value to be paid accordingly

to real value of the goods. In case customer do not accept to pay within 5 working days is not eligible of any refund or to have back goods stored and/or incoming. Account will be closed and goods considered as abandoned.

Our prices are not negotiable being our prices clear expressed on our site even before registration. In case customer does not want to have our services after the arrival of goods at YouShoptaly he has to pay handling and storage fee in advance (to be calculated) plus 100 euro within 5 working days from his request. Not receiving payment account will be closed, goods considered as abandoned and you are not eligible of any refund or to have back goods stored and/or incoming. Only after the full payment customer is requested to send his own courier (paid by customer) for picking the goods at our premises. Courier must sign a document of receipt and provide documents id/passport in case of a person and not a professional courier. Courier has to mark a picking time sending mail at you@youshopitaly.com at least 2 working days before.

### **Delivery to international courier**

YouShoptaly will deliver packages to international courier within 2 working days from the receipt of the payment for the services provided. In case of damage/missing/loss of the package/s customer accepts not to pretend any refund from YouShoptaly both directly and indirectly (such us opening a PayPal claim and/or blocking payments done for the Services) being exclusively responsible the courier.

### **Dormant Accounts**

Accounts with inactivity of greater than 2 years will be deemed dormant or abandoned.

### **Billing Problems**

Customer is responsible for reviewing all charges. Discrepancies in billing must be reported to YouShoptaly within 10 days of the billing date. After 10 days, no charges refundable.

### **Customer Responsibilities**

#### **Import and Export Documentation**

The customer is responsible for determining and following the regulations for their shipments, including all customs requirements of the destination country. YouShoptaly does not guarantee delivery of packages that do not comply with Italian export regulations or the import regulations of the country to which they are sent.

You are responsible for the accuracy of all customs declarations and documentation and for all customs duties in the destination country. Any such duties or charges are in addition to the fees earned by YouShoptaly for its package forwarding service.

You acknowledge that you have a duty to and are solely liable for providing all information required by the laws of the country that is the final destination of your package and the laws and regulations of Italy

### **Shipping**

YouShoptaly ships only by the shipping methods offered in the Pricing section of the Site shown on YouShoptaly.com and exclusively to the same country where you registered, we do not ship in third countries for safety reasons. YouShoptaly is not responsible for the shipping service provided by international courier. Delivery times estimated are delivery times provided by courier and are subject to delays according to customs. All terms and conditions of the shipping service apply to you. You are responsible for assuring that the shipping of your package is not restricted by its contents, size or volume.

You authorize YouShoptaly to open packages if there is a suspicion about content of the package (illegal goods) or any practical reason.

YouShoptaly will help you in case of any problems arisen with the delivery to you but you are acknowledged that you have to refuse and/or report the problem before accepting the goods directly to courier.

You are aware that insurance is an extra cost and in case you have to require it to YouShoptaly before shipment and YouShoptaly is not responsible for any damage and/or loss occurred.

### **Other Rules**

You agree to comply with all laws and regulations applicable to your access and use of YouShopItaly.com. You may not harvest personal data (including email addresses) from YouShopItaly.com, and specifically you may not use email addresses displayed on our sites to ask users to join or contribute to your services. We have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate the terms of this Agreement. You acknowledge that YouShopItaly has no obligation to monitor your access to or use of YouShopItaly.com, but has the right to do so for the purpose of operating YouShopItaly.com, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Unless we explicitly agree otherwise in writing, you may not use any automated means (such as scripts) to access YouShopItaly.com or collect information from it.

### **YouShopItaly Liability**

YouShopItaly has no responsibility for shipped packages, or for any damage and/or loss. YouShopItaly will provide full support to customer with courier and/or with insurance company (only in case the insurance has been previously stipulated by customer).

Customer shall indemnify and hold YouShopItaly harmless from any and all claims, including legal fees incurred in defending against said claims, from third parties arising out of the transmission of the package/mail sent by customer through YouShopItaly.

YouShopItaly shall not be responsible for any damage from an error or omission caused by you providing false or incorrect information or for failing to provide all necessary information.

### **Problems with Delivery**

You are responsible for confirming that the package that arrived in our warehouse is the same one that you ordered. YouShopItaly will close account of dishonest customers who fill out customs and ask us to mail out packages that belong to a different customer or have a different content/value than declared. Further, you must immediately notify YouShopItaly in case you receive an incorrect package. Mistakes happen. Stores sometimes confuse customer names or misprint the mailbox number. Therefore, we expect every customer to extend the courtesy and inform us immediately so we can arrange for forwarding of package to the correct customer.

International "Delivery time" (as stated in the Site) starts from the time courier receives our shipment and represents the time estimated by the courier to deliver your shipment. You are acknowledged that customs transit may create delay; YouShopItaly provides to customers a tracking link to check all process of delivery online.

### **Missing, damaged and lost packages**

In case of missing, lost or damaged package please contact us at the section contact of the Site. False claims will be charged minimum 50 Euro plus YouShopItaly's investigation expenses. Our insurance for packages lost/damaged/missing in the warehouse is maximum 50 Euro per package. You have to support insurance claims for lost/missing/damaged items with a proof that those items were really received at our warehouse and were in good condition. We are not responsible for package lost/missed/damaged after delivery to courier; we will support exclusively opening claims in Italy after your report in case. All claims for missing, lost or damaged packages must be reported to YouShopItaly within 10 days. Otherwise they will be automatically denied.

### **Termination**

You agree that YouShopItaly, in its sole discretion, may terminate your access to any of the Services, and/or remove, discard or modify any content within the Services, for any reason, including, without limitation, for lack of use or if YouShopItaly believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Services may be effected without prior notice, and acknowledge and agree that YouShopItaly may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. If you use the Site in violation of this Agreement, YouShopItaly may, in its sole discretion, retain all data collected from your use of the Site, retain deposit paid and consider goods as abandoned. Further, you agree that YouShopItaly shall not be liable to you or any third party for the discontinuation or termination of your access to the Services, or collection of information notwithstanding in the case of your violation of this

Agreement, even if advised of a claim for damages. If YouShopItaly terminates your license to access the Services, your obligations under this Agreement, including, without limitation, your obligation to indemnify and hold YouShopItaly harmless and your agreement that any claims you have against YouShopItaly will be barred after one year from the date they accrue, will survive such termination.

You can cancel your account at any time by contacting Customer Support. We can cancel your account or otherwise refuse service to you at any time for any reason (including repeat infringement).

## **Miscellaneous**

### **Indemnity**

By choosing to use YouShopItaly.com, you agree to indemnify YouShopItaly, its officers, agents, partners and employees from any and all claims or damage, including reasonable attorney's fees, made by third parties due to or arising out of 1) content you choose to submit, post or transmit through YouShopItaly.com; 2) your use of or connection to YouShopItaly.com; 3) your violation of the User Agreement; or 4) your violation of any rights of another.

### **Release**

In the event that you have a dispute with one or more users (including merchants and service professionals) of YouShopItaly.com, you, on behalf of yourself (and any of your officers, directors, employees, agents, predecessors, successors and assigns), hereby irrevocably release and discharge YouShopItaly, our officers, directors, employees, attorneys, predecessors, successors, assigns and agents from, against and in respect of all past, present and future claims, rights, actions, causes of action, suits, indemnification obligations, losses, liabilities, matters, issues, cost and expenses, of any kind or nature whatsoever, including without limitation court costs and attorneys' fees, whether known or unknown, concealed or hidden, fixed or contingent, suspected or unsuspected, in law or in equity, concerning, related to or arising out of any such disputes.

### **Liability Limits**

YouShopItaly and its suppliers shall not be liable to you for any lost profits or special, incidental or consequential damages arising in any way (including negligence) out of or in connection with the Site or YouShopItaly or its parent, subsidiary or affiliate companies, or our services or this Agreement. In no event will we or our suppliers be liable to you.

Certain state laws do not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.

### **Governing Law**

You agree not take any legal action against us that relates to or arises out of any of our websites without first (a) sending us, via registered mail or national overnight courier service, a detailed written description of the facts and law out of which your claim arises; and (b) negotiating with us, in good faith, for not less 30 days, toward resolution of the dispute. All correspondence concerning such dispute must be sent to dispute at YouShopItaly.com, or such other designee as YouShopItaly may identify from time to time. This Agreement is governed by Italian Law, Foro di Milano.

### **Entire Agreement**

This Agreement, and our Privacy Policy (which is incorporated herein by reference) constitute the entire Agreement and supersede any other Agreements or understandings (oral or written) between you and us with respect to their subject matters.

### **Disclaimer of Warranties**

YouShopItaly.com and its services are provided "as is," without express or implied warranty or condition of any kind, and we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement. We do not promise or warrant that any aspect of the sites or system will work properly or that the information provided is complete or accurate or will be continuously available.

YouShopItaly.com may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (1) the availability or accuracy of such websites or resources; or (2) the content, products or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement of such websites or resources or the content, products or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Your correspondence with or participation in promotions of merchants or advertisers found on YouShopItaly.com, including payment and delivery of related goods or service, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant or advertiser. You agree not to hold YouShopItaly liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants or advertisers on YouShopItaly.com. In addition, YouShopItaly does not endorse, warrant or guarantee the products or services of any seller or service professional or international carrier.

### **Assignment**

You agree that this Agreement and all agreements and information incorporated herein may be automatically assigned by YouShopItaly, in its sole discretion, to a third party. You may not assign your obligations to another entity.

### **No Agency**

This Agreement does not create any agency, partnership, joint venture, employment or franchise relationship. Our failure to act in a particular circumstance does not waive our right to act with respect to that or other circumstances.

### **Force Majeure**

We shall be excused for any problem caused by a factor beyond our control.

### **Severability**

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.