

Terms of Use of Website

shipper.cubyn.com

(Updated on 1st december 2019)

Preamble - Legal notice

The website « shipper.cubyn.com » is edited by CUBYN SAS, registered french company under the number 804 477 834, whose headquarters are located at 4 Boulevard Montmartre, 75009 PARIS - France, and is represented by its CEO, M. Adrien Fernandez Baca, (herein after « **CUBYN** »).

The publication Director is M. Adrien Fernandez Baca.

The hosting company for the website shipper.cubyn.com is Google Ireland Limited, whose headquarters are located at Gordon House, Barrow Street, Dublin 4 - Ireland.

1- Définitions

Capitalized terms in the Terms of Use will have the meaning as defined below :

Website : means this website edited by CUBYN : shipper.cubyn.com

User(s) : mean(s) the surfer(s), physical and/or legal person(s), whose is/are accessing, browsing, using or ordering (via) the Website shipper.cubyn.com

Customer(s) : mean(s) the User(s), identified on the Website shipper.cubyn.com, which are ordering Services of CUBYN.

Terms of Use of Website or "TUW" : defines these terms and conditions of use of the Website shipper.cubyn.com by which the User orders one or more services via another developed product by CUBYN (API connection, compatible e-commerce module, applications). The Customer is ordering on his name or on his legal entity's behalf.

Privacy Policy : defines provisions about using personal data from Customer(s) and User(s) of the Website. The Privacy Policy describes how CUBYN uses personal data of the Website User(s) and the rights of the User(s) on its/their data. The Privacy Policy is accessible on the Website.

2- Object

The Website offers a on-demand logistics solution, designed by Cubyn, which allows online sellers and sellers to outsource their logistics system while keeping control on their products in stock. CUBYN offers a logistic process allowing online sellers and sellers to pick, pack and ship their products.

3- Acceptance of the Terms of Use of the Website

These TUW define the Website legal framework regarding all its features and use by the

User(s) or the Customer(s).

Navigation and use of the Website features signifies the full acceptance of these Terms of Use for the User. The User or the Customer is prayed to pre-knowledge its before using the service.

For this purpose, the User who placed an order on CUBYN Services, is deemed to have noted and accepted those TUW and either those of CUBYN potential partners.

These Terms of Use of the Website govern the legal relationship between the User and CUBYN.

CUBYN reserves the right to make any modification or amendment on this TUW when CUBYN regards that as necessary. The User shall be subjected of Terms of Use when using Services.

In case of non-acceptance of these Terms of Use of the Website, the User should renounce the features offered by the Website.

If one of these provisions should be, for any reason, inapplicable, null or void, the removal of this provision would not have an impact on the validity and opposability of the rest of the TUW provisions.

4- Ability & behaviour of User

The User attest to be aged more than eighteen (18) and has the legal ability to accept these Terms of Use of Website.

The User undertakes to comply with the TUW provisions and these of eventual Cubyn's partners ; it is although specified that Cubyn would not be liable for the provisions of its Partners general terms for any reason ; The Cubyn's Partners have their own editorial line and scope.

Furthermore, the User shall not disturb or hamper the Website functioning, in particular but not exclusively, do/does not interfere with any property rights of a third party.
For this purpose, the User undertakes not to infringe on the integrity of the Website, and not to collect personal information about another User.

The User shall provide exact information needed for using the Website on his behalf, as any third-party which uses his data. All collected data on the Website for Services execution by CUBYN establishes admissible, valid and binding proofs between parties as part of a legal procedure.

Furthermore, the User undertakes not to seize another User of the Website and to respect individuals' privacy.

The User agrees to make only strictly personal use of the CUBYN Services.

The Customer who has access to the Website, and particularly to his Customer account on the Website, acknowledges that each CUBYN Customer account, username and password are strictly personal ; the Customer undertakes not to disclose them to third-party.

The Customer shall not assign or transfer the Customer account, the username and the password to a third party, physical or legal entity. The confidentiality and the reliability of the password are the sole liability of the Customer.

In any circumstances, CUBYN would not be liable for a non-authorized access by a third party to personal and/or confidential data regarding a recipient which are transmitted or stored on the using of Customer Website.

The User shall provide any proof of its identity if CUBYN considered this reasonably appropriate and necessary.

The User undertakes to use the Website in compliance with its purpose, in particular but not exclusively not to use the Website to harm a third party.

The Customer is committed not to copy or distribute content available on the CUBYN Website, in any way, without the prior written consent of CUBYN's representatives.

5- Website using & Liability

The User can browse the Website or connect to his Customer account via his strictly personal username and password.

The Customer shall follow the steps described and complete all necessary information for the execution of services offered by CUBYN.

The Customer is solely and entirely liable to provide right, correct and complete information to CUBYN and its Partners to execute the service. CUBYN disclaims any liability in case of mistakes in information transmitted by the User or the Customer. Liability of the User shall be held if information turns out to be wrong and does not permit the execution of services offered by CUBYN.

For this purpose, the User shall pay any financial penalty for errors caused by a wrong, false or incomplete information. Similarly, if the User should provide a wrong or incomplete postal address which could not permit the execution of Cubyn's transit and delivery services, those will be considered as effectively executed.

Since the first connection of the Customer to the Website, it is understood that the Customer fully accepts without reserves the General Conditions of Sales. Each acceptance of an order established an electronic signature of equivalent value as the handwritten signature.

CUBYN ensures the strict confidentiality of transmitted data by the Customer or the User.

CUBYN can not ensure the continuity of the Website functioning which is prone to be modified, hacked, subjected to a technical difficulty, mistakes, bugs, defects, which are not the civil or penal liability of CUBYN. However, in case of any of those scenarios, CUBYN makes its best effort to provide any necessary corrections.

CUBYN can not ensure the interoperability between its Website with the equipment or installation with special configuration. CUBYN is not liable for any dysfunction imputable to incompatible equipment or software.

CUBYN cannot be held responsible for the content of websites whose links it indicates on the WebSite. In the event of illegal content, or contrary to proven good morals (without this list being exhaustive), CUBYN undertakes to delete the link as soon as possible.

CUBYN disclaims any liability resulting of eventual damages arising from using (or incapacity to use) the Website (except in case of death or physical damages), including damages

caused by malicious software, virus or any inaccuracy or negligence of information, except if the damage result of a voluntary act or grave negligence of CUBYN.

CUBYN declines any responsibility from damage resulting from the use (or the inability to use) of the electronic means of communication with the Website, in particular damage resulting from a failure or a delay in transmission of communications electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and the transmission of viruses.

6- Privacy Policy

For any request related to User personal data collection and processing, the Privacy Policy is accessible on the Website.

7- Intellectual property

All components of the Website, and in particular but not limited, pictures, graphs, photos, codes, formatting, text, graphic depictions, arborescences, are within exclusive intellectual property of CUBYN.

In accordance with the provisions of Article L.122-4 of the French Intellectual Property Code, and whatever if the purpose is commercial or not, the representation, the adaptation, the redistribution, the imbrication or reproducing, integral or partial and, more generally any non-authorized exploitation and derivative work from the entirety components of the Website are unlawful.

« CUBYN » is a registered trademark. Any use of the name or the logo shall need the prior acceptance from its owners, otherwise CUBYN should apply for Articles L.713-2 and following of French Intellectual Property Code.

The User undertakes to respect all intellectual property rights of CUBYN ; otherwise the User could be exposed to legal proceeding, in particular but not limited, for counterfeit which criminal sentences are fixed in article L.335-2 and following of French Intellectual Property Code ; for this purpose the User shall assume civil and criminal responsibility.

8- Applicable Law and Jurisdiction

These TUW are subjected to French law.

If the User would involve a claim related to the Website, the User has to prior inform CUBYN which undertakes to provide its best efforts to resolve such a dispute amicably.

In case no agreement is reached, the dispute shall be referred to the Commercial Court in Paris.