



## **Rules, Regulations and Disclaimers For Globegistics Inc. Internet World Wide Web Sites**

GLOBEGISTICS requires all visitors to GLOBEGISTICS World Wide Web address (the "Site") to observe and comply with the below terms and conditions.

### **1. LAWS AND REGULATIONS**

User access to and use of the Site is subject to all applicable international, federal, state and local laws and regulations.

### **2. COPYRIGHT/TRADEMARKS**

Any trademarks, logos and service marks ("Marks") displayed on the Site are the property of GLOBEGISTICS and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of GLOBEGISTICS or such third party, which may own the Marks. All information and content, including any software programs available on or through the Site ("Content"), is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

### **3. SITE LINKING**

THIS SITE MAY PROVIDE A LINK TO OTHER SITES BY ALLOWING THE USER TO LEAVE THIS SITE TO ACCESS THIRD-PARTY MATERIAL OR BY BRINGING THE THIRD-PARTY MATERIAL INTO THIS SITE VIA "INVERSE" HYPERLINKS AND FRAMING TECHNOLOGY (A "LINKED SITE"). GLOBEGISTICS HAS NO DISCRETION TO ALTER, UPDATE, OR CONTROL THE CONTENT ON A LINKED SITE. THE FACT THAT GLOBEGISTICS HAS PROVIDED A LINK TO A SITE IS NOT AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP, OR AFFILIATION WITH RESPECT TO SUCH SITE, ITS OWNERS, OR ITS PROVIDERS. THERE ARE INHERENT RISKS IN RELYING UPON USING, OR RETRIEVING ANY INFORMATION FOUND ON THE INTERNET, AND GLOBEGISTICS URGES YOU TO MAKE SURE YOU UNDERSTAND THESE RISKS BEFORE RELYING UPON, USING, OR RETRIEVING ANY SUCH INFORMATION ON A LINKED SITE.

### **4. LINKED INTERNET SITES**

GLOBEGISTICS prohibits caching: unauthorized hypertext links to the Site and the framing of any Content available through the Site. GLOBEGISTICS reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the user's own risk.

### **5. NO WARRANTIES**

ALL CONTENT, PRODUCTS, AND SERVICES ON THE SITE, OR OBTAINED FROM A WEBSITE TO WHICH THE SITE IS LINKED (A "LINKED SITE") ARE PROVIDED TO YOU THE USER "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY.

GLOBEGISTICS DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE BY ANY



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OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL GLOBEGISTICS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER CONTENT.

## **6. LIMITATION OF LIABILITY FOR USE OF THE SITE AND LINKED SITES**

THE INFORMATION, SOFTWARE, PRODUCTS AND DESCRIPTIONS OF SERVICES PUBLISHED ON THE SITE OR A LINKED SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND GLOBEGISTICS SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. GLOBEGISTICS DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON THE SITE IS COMPLETE OR UP-TO-DATE. GLOBEGISTICS IS UNDER NO OBLIGATION TO UPDATE ANY CONTENT ON THE SITE. GLOBEGISTICS MAY CHANGE THE CONTENT ON THE SITE AT ANY TIME WITHOUT NOTICE.

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## **7. CONFIDENTIALITY OF USER COMMUNICATIONS**

Except as required by law, GLOBEGISTICS will maintain the confidentiality of all user communications which contain personal user information and which are transmitted directly to GLOBEGISTICS. Postings by a user on any message board or in any chat room will not be protected as confidential and GLOBEGISTICS may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of its parent company, subsidiaries and affiliates for any purpose whatsoever and as deemed appropriate by GLOBEGISTICS. User should be aware that Linked Sites may contain confidentiality provisions that differ from the provisions provided herein. GLOBEGISTICS is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

## **8. SITE MATERIAL/PRESS RELEASES**



Any press releases and other materials presented, released or contained on the Site were, to the best of GLOBEGISTICS' knowledge, timely and accurate when issued. However, the passage of time can render information stale, and you should not rely on the continued accuracy of any such material beyond the date of issuance. GLOBEGISTICS has no responsibility to update any information contained in any such material.

## **9. POSTINGS**

In connection with any message boards and/or chat rooms on the Site, GLOBEGISTICS is under no obligation to review any messages, information or content ("Postings") posted on the Site by users, and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, GLOBEGISTICS may from time to time monitor the Postings on the Site and may decline to accept and/or remove any Postings that contain:

- Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- Advertisements or solicitations of any kind.
- Messages posted by users impersonating other users.
- Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references.
- Messages by non-spokespersons of GLOBEGISTICS purporting to speak on behalf of GLOBEGISTICS or containing confidential information.
- Unauthorized downloads of any copyrighted or private information.
- Chain letters.

## **10. TRANSMISSION OF PERSONAL DATA**

User acknowledges and agrees that by providing GLOBEGISTICS with any personal or proprietary user information through the Site, user consents to the transmission of such personal or proprietary user information over international borders as necessary for processing in accordance with GLOBEGISTICS' standard business practices. User should be aware that Linked Sites may contain transmission of personal data provisions that differ from the provisions provided herein. GLOBEGISTICS is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

## **11. VIOLATIONS OF RULES AND REGULATIONS**

GLOBEGISTICS reserves the right to seek all remedies available at law and in equity for violations of these Rules and Regulations, including the right to block access from a particular Internet address to the Site.

## **12. ACCESS TO PROTECTED/SECURE AREAS**

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals are prohibited from attempting to access these areas of the Site.

## **13. USE OF "COOKIE" FILE FEATURES**

GLOBEGISTICS reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect users' preferences.



#### **14. JURISDICTION/GOVERNING LAW**

Users of this Site agree to submit to the laws of the State of New York, USA and applicable state law without regard to conflicts of laws principles and the users consent to the New York Courts (Nassau County) as the forum for the resolution of any disputes concerning these terms and conditions.

#### **15. CHANGES TO RULES AND REGULATIONS**

GLOBEGISTICS reserves the right to revise these Rules and Regulations at any time, and users are deemed to be apprised of and bound by any changes to these Rules and Regulations.

#### **16. ACKNOWLEDGEMENT AND ASSET**

By accessing and continuing to use this site, the visitor acknowledges and assents to the above term and conditions.