

Copy

Client: MAMZAM

Serge Ohayon CEO

Date: 1214

Re: Marketing -Slogan and Website COPY

Scope of Work

Startup online retail service Mamzam.com hired Galvin and Associates to provide a company slogan and website copy:

- A long-scroll one page Home with What is Mamzam, How it Works, Buy for Me, About Us
- Menu-accessed pages including Contact Us/Customer Support, Terms & Conditions, Privacy Policy

COPY

SLOGAN

Hello World. Shop Anywhere. Save Everywhere. MAMZAM

WHAT IS MAMZAM

We are Mamzam! Your new best friend for shopping in another country.

- We find in-country discounts you pay less
- We ship using our corporate discounts you pay less
- Track your order usually 2-5 days always know when it will arrive
- Sign up for Mamzam it's free!

HOW IT WORKS

How it Works

- Shop at any online retailer in the U.S. or Canada and choose your items
- Check the Mamzam website for coupon codes enter the code at checkout
- Proceed with your order
- For delivery address, fill in the Mamzam address (learn more)
 - o DROPDOWN
 - When you sign up for Mamzam, we provide you with our Export Warehouse address and a personal PIN number
 - When you fill in the Export Warehouse address at checkout, add your personal PIN number right after the Export Warehouse name
- When your purchase arrives at our Export Warehouse, we'll email you. Go to Mamzam.com, enter your order number, and sign to release your order (learn more)
 - o DROPDOWN
 - When you receive the email, you can choose to have it shipped immediately, or to wait until
 other purchases arrive so we can send them at the same time.
 - Your purchase(s) may take 2-6 days for customs documentation and packing
- Voila! We ship your order via DHL directly to you!

MAMZAM – IT REALLY IS THAT SIMPLE TO SAVE

BUY FOR ME

Buy for Me

Not sure how to order? Crazy busy with other things? Foreign companies don't recognize your credit card or won't ship international? No problem: Hire a **Mamzam Personal Shopper**.



- Select the item(s) you want
- Fill out the "Buy For Me" form
- Your Mamzam Personal Shopper will place the order for you and email you when your item(s) are scheduled to arrive (learn more)
 - DROPDOWN
 - o Minimum order \$10 USD. Allow 2 days for your Personal Shopper to process your order.
 - Before hiring a Personal Shopper, be sure you want the item once you order, you cannot cancel.
- You pay a 5% fee for your Personal Shopper

MAMZAM - IT REALLY IS THAT EASY

ABOUT US

We are MAMZAM

We are a chop-suey mix of people: Europeans, Americans, South Americans, Asians, and Serge the Frenchman, who started it all. If you invite us to your party, we make interesting conversation in the language of your choice.

What we share is that we like to shop. Not ordinary shopping: smart shopping. If there are discounts, we want them. It's not that we're cheap – well, maybe we are – but mainly we think a person who loves to shop should be smart about it. Since shipping can be expensive, we needed to find a way to cut that cost, too. After all, the more you save, the more you have to spend!

We operate from the U.S. Our company office is in sunny Florida, and our warehouse is in Delaware. Serge has been an online retailer for more than 12 years, and a shopaholic for a lot longer. Serge hates those pesky webstores that charge a fortune for shipping – some won't even ship internationally! He created Mamzam to answer that problem.

We invite your feedback and comments. We like compliments the best, but if there's something we can improve, we're glad to hear it directly from you. If you send us a picture with your purchase, we'll post it on our social media pages – we'll make you a star!

If you're a business that wants to add Mamzam to your merchant site, visit our company page on LinkedIn.

We are a community of smart shoppers, and we'll never be out of style. So join us! Together we will **Redefine shopping** for the whole world!

From us to you –

Serge

Serge Ohayon, CEO

Our Goal, Our Motto, Our Promise:

Hello World. Shop anywhere. Save everywhere.

CONTACT US / CUSTOMER SUPPORT

Contact Us – Customer Support

Mamzam.com A division of Paxer, Inc.

General or business questions

Email: info@mamzam.com



Phone: (302) 827-7175

Note: US Eastern Time

Customer Support

Email: fill out the dialog box below. Indicate how we can help you. Be sure to include an email address or phone number so we can contact you.

DIALOG BOX

Phone: (800) MAMZAM1 (800-626-9261)

Phones manned 7 a.m. to 7 p.m., Monday – Saturday

Follow Us

FACEBOOK, TWITTER, GOOGLE+, PINTEREST, INSTAGRAM, YOUTUBE icons

PRIVACY POLICY

Privacy Policy

We know that the privacy of your personal information is important to you. We respect your privacy and are committed to maintaining the confidentiality and security of any personal data that we receive from you and retain on your behalf.

We are committed to responsible data management and comply with applicable data protection legislation. We apply industry best practices to protect the security of the data stored on our systems. We will collect, store and use your personal information only to support and enhance your relationship with us. Examples include processing and shipping your packages; providing service and support; answering your questions; contacting you with news to about our service and our partners' products and services.

We will not sell your personal information to anyone. We will not disclose your personal information to anyone outside Mamzam, except as necessary to our trusted partners and suppliers to enable us to provide services to you.

You can browse the non-interactive parts of our website without giving us any personal information, although automated information is conveyed about your computer or mobile device and the pages on our site you visit.

If you don't agree with our Privacy Policy, you should not create an account or use Mamzam interactive services.

Contact Customer Service if you have questions or concerns about the privacy of data you give us.

Who we are: In this Privacy Policy, references to 'Mamzam,' 'we' and 'us' are to Mamzam.com, a division of Paxer, Inc., 0000 Main Street, Miami, FL 33030 USA

The information we collect and how it is used: We may collect information from you via this website or by e-mail, telephone, live chat sessions, or other electronic or paper communication.

Information collected: Any personal details you submit, such as name, address, telephone numbers, e-mail address, etc. are only used to enable us and our suppliers to provide service to you. Examples include creating and maintaining your Mamzam account; processing your orders for Mamzam services; receiving, storing, processing and shipping your packages; communicating with you.

Our web server may automatically log your computer system information including type and IP address (your computer's individual identification on the Internet). All information you supply will be treated in a confidential manner.

Cookies: Cookies are small bits of information stored on your computer and are used to enhance your interactive experience on the Mamzam website. Cookies allows us to retain the state of your web session and also to personalize and enhance your experience on our website. When you register with Mamzam and use Mamzam services, you consent to our use of cookies. You can, if you wish, remove, control, manage or block cookies on your machine by following instructions in your web browser's Help menu. However, if you block all cookies, it may adversely affect your interaction with our website.

Web beacons: We may use web beacons on our site or in our e-mails. A web beacon is an electronic image that is used to recognize a cookie on your computer when you view a web page or e-mail. Web beacons help us measure the effectiveness of our site in various ways. For example, we collect statistics on the number of individuals who visit our site, and when a particular web page is viewed. This information may include some limited personal information, and web beacons allow us to recognize users by accessing cookies. We may also combine the information that we collect through web beacons with other personal information we have collected from you to better customize a website experience for you.



By using our website and our service you consent to these uses of web beacons.

Password security: When you log in to your Mamzam account, other users will not be able to access your information without your password, even if they know your account number. To prevent other people from accessing your information, keep your password confidential and secure and be sure to sign off from your web session if you are using a shared computer or mobile device.

We recommend that you change your password periodically by logging in to 'My Account.'

Credit card information: We do not store credit card information, except for customers in certain countries where Mamzam service is provided in cooperation with a partner. For those countries, customers' credit card information is stored securely in compliance with the credit card industry PCI-DSS security requirements.

For customers in most countries, credit card information is taken and processed on our behalf by the secure servers of XXXXX Payment Services, a U.S. Internet Payment Service Provider certified by the major credit card companies. Through XXXXX, we support the 3D Secure authentication mechanism (referred to by the major credit card companies as 'Verified by Visa' or 'MasterCard Secure Code'). XXXXXX may need to transfer some information for the purposes of credit card validation and authentication. For more information on XXXXX, **click here**.

We also accept payments via PayPal and fully comply with all related security requirements. We do not store any of your PayPal data.

Shipment information: Information about the packages being shipped to you will be provided to the necessary authorities for export, import, duty and tax purposes, and for security screening. The information may include your name, delivery address, a description of goods, their value, the number of pieces, and the weight of the package. This information is required by law and regulations applicable in the countries from where, and to where, packages are transported.

Your e-mail address: We use your e-mail address to communicate with you about your orders. Examples include confirming your order; alerting you to package status; obtaining shipping information; notes about our storage services and information about services that we provide. When you create a Mamzam account, you have the option to receive our email newsletter or our Mamzam blog. You can opt out of your newsletter or blog subscription at any time by clicking the link at the bottom of the e-mail.

Occasionally we may communicate with you by e-mail to request you to participate in a customer survey. We may also communicate with you via your Twitter account or your account in other social networks, if you sign up to receive such communications.

Disclosures required by law: We may need to disclose your personal information if required to do so by a court or government agency, or as may otherwise be required by law.

Websites linked to our site: If you click on any external websites linked to the Mamzam site, the business operating the other site will know that you accessed it from our site. Most of the external links on our site lead you to merchants who sell services or products in which you have expressed an interest. If you click on a merchant's site from our site, that merchant will know the activities and transactions you undertook on that site. External sites may collect personally identifiable information about you. This Privacy Policy does not cover the information practices of those other websites. You should check their privacy policies if you have concerns about the information they collect.

Where personal information is stored and processed: Mamzam stores and processes your information on our systems and the systems of our trusted partners and suppliers, which are located in the United States and other countries. By creating a Mamzam account and using Mamzam services, you are giving consent for the personal data you submit to be stored and processed in one or more of these locations.

Your rights: We will provide you, on request, a copy of any personal information we hold about you.

You can update or correct your personal details at any time by logging in to 'My Account'. You can request us to remove your personal information by terminating your account or contacting **Customer Service**. However, please note that we may need to keep some personal data in order to process your orders or to comply with our service obligations.

TERMS & CONDITIONS

Terms and Conditions

Welcome to Mamzam! This is your user agreement. Print or retain an electronic copy of this document. These terms and conditions explain Mamzam's obligations to you and your obligations



to Mamzam, and they govern your use of the Mamzam website, your Mamzam account, and the Mamzam services provided to you.

By registering for a Mamzam account, you are entering into this legally binding user agreement with Mamzam on behalf of yourself and/or the entity you represent. You acknowledge and agree that you have read and will comply with all of these terms and conditions.

Use of the Mamzam website and your Mamzam account

The Terms 'Your,' 'Your,' 'We,' 'Our,' and 'Mamzam' In these terms and conditions, the terms 'you' and 'your' refer to you personally (if you are an individual) or the entity you represent (if you registered on behalf of a business entity). The terms 'we' 'our' and 'Mamzam' refer to Mamzam.com, its related companies (Paxer Inc.) and/or its third party suppliers.

Acceptance: You agree that clicking the 'I Accept' button prior to registering for a Mamzam account is valid and equivalent to signing a hard-copy printed agreement between you and Mamzam. You may decline the terms and conditions, but if you do so, you will not be able to open an account or use Mamzam services.

Account Creation: To register to use Mamzam services, you need to provide Mamzam with a valid current e-mail address, your street address, and contact phone numbers. You certify that the information you provide is accurate and that you will update it promptly if any of it changes. We reserve the right to cancel any unconfirmed account or an account that has been inactive for a lengthy period of time, or if we find you have submitted inaccurate information, or if we determine that your account may be compromised or used for fraudulent purposes. You may not open more than one Mamzam account.

No Transfer of Account: You may not transfer your Mamzam account or your login/password to any other person.

Specified Countries: You may only create a Mamzam account and use Mamzam services if you reside in a country listed in the pull-down menu on the Mamzam website.

Security: You agree to keep your Mamzam password confidential, to safeguard it and your computer(s) and mobile device(s) from access by others, and to log out of the website when your session is complete. You are responsible for any use of the Mamzam website and of your Mamzam account made under your login and password. If you become aware of or suspect any unauthorized use of your Mamzam account, or any known or suspected security breach such as disclosure or loss of your password or theft of your Mamzam account information, you should promptly notify Mamzam. We will immediately block or deactivate your account, and, depending on the circumstances of the security breach, we may allow you to open a new account.

Your Warranties and Representations: You warrant and represent that: 1) you are at least 18 years of age or the legal age of majority in your country; 2) you have obtained all necessary permissions to enter into and perform this agreement, and 3) you will use the Mamzam services only for lawful purposes and in accordance with these terms and conditions.

Privacy: In order to provide quality services to you, we collect certain personal information about you, including but not limited to your name, address, e-mail address and telephone numbers. Our website also includes some use of cookies and similar automated techniques to collect information which is important to enhance and personalize your experience as a Mamzam customer. Our information practices are subject to Mamzam's Privacy Policy. The information you submit when opening a Mamzam account and when you transact business via the Mamzam website may be transferred to, stored in and/or processed in the United States, France, the United Kingdom, or any other country when such transfer, storage and/or processing are necessary to provide Mamzam services to you. By opening a Mamzam account, you consent to the transfer, storage and/or processing of that information in such countries. If you object to your information being transferred, stored or processed in this manner, or if you object to the use of cookies or to our Privacy Policy, do not use Mamzam services.

Your Use of the Website: You may not use the Mamzam website or Mamzam services for any unlawful purpose. We reserve the right to terminate or restrict your access to your Mamzam account and your use of Mamzam services if, in our opinion, your use may violate any laws, infringe upon another person's rights, or breach the terms of this Agreement.

You may use the Mamzam website and Mamzam services solely for your personal use (including your friends and family members) or for use by the business entity you represent. If you intend to resell products you receive via Mamzam services, you agree to comply with all laws and regulations that apply to the importation of products for resale, and with any applicable restrictions on resale required by the merchant.

You may not offer for sale, resell, market, distribute, create a database from, or otherwise commercially exploit in any manner any of the content on the Mamzam website or information generated using the website.



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Pursuant to these conditions, you may not copy, reverse engineer, decompile or create derivative works from the Mamzam website; use any meta tags or any other 'hidden text' which incorporate Mamzam's name or trademark without prior written consent; you can print or store any or all website pages or screens but solely for your personal use; you may not display information from the Mamzam website for use in another website or service without our prior written consent; or place a hyperlink from your site to Mamzam without our approval.

Infringement & Counterfeit goods: We respect the intellectual property rights of others, and we make efforts not to publish any material that is subject to third party copyright, trademark or other legal protections. If you believe any material on the website infringes your intellectual property rights, please inform us by submitting an Infringement Complaint.

Mamzam also respects the value of goods produced by reputable companies. While we make every effort to ensure that our service is not used for the sale of counterfeit goods, and we carefully select the merchants and products linked to our websites, we cannot guarantee that every item advertised and/or delivered through our cross-border shopping service is 100% authentic. But we do commit to investigate any problems that come to our attention. If you are the rightful owner of a trademark or other intellectual property, and you know or suspect that your rights are being infringed by the advertising of counterfeit goods on any Mamzam website and/or the shipment of such goods through our international delivery services, please inform us by submitting an Infringement Complaint.

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Other Websites: Mamzam is not responsible for the content or accuracy of information obtained from any non-Mamzam website that may be linked to the Mamzam website, or which you may access from this website.

Disclaimer of Warranty: Your use of the website is at your own risk, and you acknowledge that Mamzam web-based services are provided on an 'as is' and 'as available' basis. While we try to provide accurate and current information via our website, we disclaim all warranties, express and implied, including but not limited to warranties of merchantability, fitness for a specific purpose, and non-infringement, to the full extent permissible by applicable law.

The website is not warranted to be uninterrupted or error-free. Mamzam is not liable for any inability to access, delay in accessing, or interruptions in access to your account or conducting transactions due to unavailable or unreliable telecommunications networks or internet service providers, incompatible or malfunctioning equipment, software you use for such access, or other causes beyond Mamzam's control.

Limitation of Liability: In no event will Mamzam be liable for any indirect, special, consequential, incidental, punitive or exemplary damages, including but not limited to loss of business, loss of revenue, loss of profits, loss of goodwill, lost opportunity, business interruption, or loss of information, arising out of your use of or inability to use your Mamzam account or the Mamzam website, even if we have been advised of the possibility of such damages.

Except for loss of or damage to packages during international shipment, Mamzam's maximum liability, and your exclusive remedy with respect to any errors in Mamzam services provided to you under this agreement, is limited to \$100 USD (or equivalent) per incident. Some countries or states do not allow the disclaimer of implied warranties or limitation of certain damages, so such disclaimers and limitations may not apply to you.

Notices: E-mail notices, newsletters and/or information on the website will be the primary methods by which we will communicate. We will send notices and any other pertinent information to you at the e-mail address you supply when you open your Mamzam account or have subsequently updated. You can send notices or other communications to Mamzam using e-mail or Phone as listed on the Contact Us page.

Modification of Mamzam Terms and Conditions: We may modify these terms and conditions at any time without notice. Your continued use of your Mamzam account after the introduction of such modifications will constitute your acceptance of the modified terms and conditions.



Your purchase of products from merchants

Ordering Products: You place an order with an online merchant, either through links on this website or directly from the merchant's website, or via our Personal Shopper. You will pay the merchant directly for the product and the cost of domestic shipping (if applicable), for delivery to your Mamzam address. You agree to comply with any conditions and restrictions of sale which are specified on the merchant's website or which you are notified of during the purchase process.

Correct Address: You will take reasonable measures to ensure that the products you order are correctly addressed to your Mamzam address, including your name and PIN number. Additional handling fees may apply if your package was incorrectly or inadequately addressed.

Purchase Transaction Solely between You and the Seller: Mamzam provides services enabling you to shop online from merchant websites in another country and have products delivered to you in your home country; however, Mamzam does not sell the products to you. You are solely responsible for selecting and ordering the products from the merchant, and your purchase of a product is a transaction solely between you and the merchant.

Mamzam makes no representations, warranties or guarantees regarding the quality or suitability of the products you order. We have no liability for any failure of a seller to ship to your Mamzam address or to fulfill your order, or for any defects in any product you purchase, or any injury or damage that any product may cause, or for any other failure of the product to meet your expectations.

Mamzam does not handle communications with sellers regarding product exchanges. That is your responsibility. We will, upon your request, arrange for the return delivery of item(s) ordered from the seller if the goods are still at your Mamzam address. Applicable return charges will apply.

If after delivery to you, you determine that any product is defective or does not otherwise meet with your expectations, you agree that you will hold Mamzam harmless from any liability and will seek any remedies solely from the seller.

Personal Shopper: If the merchant does not or will not accept your international payment method, you may use our Personal Shopper for a nominal fee. A Personal Shopper places the order for you in your name as the 'purchaser,' according to the instructions you provide, and pays for the purchase on your behalf.

The following conditions apply to all Personal Shopper orders: 1) The instructions you give us in the Personal Shopper Form must specify the exact product description (including price, quantity, color, size, product code, etc.) and any discount codes you believe may apply 2) A Personal Shopper order cannot be changed or cancelled once it has been placed 3) Mamzam will not place or will cancel a Personal Shopper order lacking sufficient information, or if it includes a prohibited item, or is out-of-stock, or the price with local tax and domestic shopping charges is higher than the amount you authorized 4) Your purchase using our Personal Shopper is a transaction solely between you and the merchant, even though we assist you by placing your order and making payment on your behalf. We make no representations, warranties or guarantees regarding the quality or suitability of the products you order through the Personal Shopper. We are not responsible if the merchant fails to fulfill the order, ships the wrong product, does not apply the discount code you specified, or any other failure of the product to meet your expectations 5) If there are problems in your order, you will hold Mamzam harmless from liability and will contact the merchant directly regarding such discrepancies.

Receipt of packages at your Mamzam address

Mamzam Receiving Process: We will in good faith receive packages delivered to your Mamzam address, notify you when they are received, advise you of the actual cost of duties, taxes and international shipping/handling, and seek your instructions for shipping or storage of the packages. We will not accept parcels or packages delivered on a COD (Cash On Delivery) basis.

You are the only person authorized to pay for and release the shipment, including releasing any packages addressed to your friends or family members. The delivery address must be in the same country as the country where you are located; you cannot ship packages to individuals in any other country. Also, the payment must be via a card or payment method issued in the same country where you are located.

Loss or Damage of Products in Transit to our Export Warehouse: Mamzam will not be liable for products lost or damaged in transit from the merchant to the Mamzam export facility. We reserve the right to refuse delivery at the Mamzam export facility if, upon inspection of the outside of the package, it is obvious that the product is damaged or incomplete. In such a case, we will return the product to the sender and will notify you.

Inspection of Packages: Mamzam has the right on receipt, during storage, or in preparing for export shipment, to open and inspect any package, or part thereof, for security purposes and to verify compliance with export and import laws and to confirm the product description and other information you supply, without prior notice and without liability to you. We do not have a duty or responsibility to inspect packages for non-obvious damage or breakage. We do not accept responsibility for the accuracy of product descriptions and other information provided by you.



If we discover that the description of the contents of the package or other information you supply is not accurate, then, depending on the specific situation, we may request you to provide additional documentation about the contents and/or their value, or we may refuse to ship it or we may correct the information. You will be advised of our procedure.

We may repack a product to reduce the bulk or the weight of the package, but we do not open any inner sealed, shrinkwrapped or 'designer' packaging.

Prohibited Items: Mamzam will place on hold any product that is restricted or prohibited for export or import to the destination country. Additionally, any product deemed unsafe for international transportation will be prohibited for shipment and placed on hold. After you have been notified of the 'hold' status, we will, at your request, arrange for the item to be returned to the merchant, shipped to an alternative address or disposed of. Applicable charges will apply. You will have 14 days to advise disposition of the product. If you have not responded to our notification within 14 days, the product may be destroyed.

Products that cannot be legally sold cannot be returned to the merchant or shipped to an alternative address. They are subject to seizure by law enforcement authorities, which may investigate further.

It is not always a simple matter to determine whether a specific product is export-restricted. In such cases, Mamzam may submit such items for review by the government agency responsible for export compliance.

Storage at the Mamzam Export Warehouse: We will store packages for you, free of charge, for a period of up to 30 days from the date received at your Mamzam address. We will send you a reminder before your 30-day free storage period expires.

After 30 days, we will store packages but only for a maximum of another 30 days. There will be a storage charge of \$5 USD per day, which will be payable by you at the time of requesting shipment. We will send you a reminder before this additional paid storage period expires. Any package for which you have not given us shipping instructions by the end of a total of 60 days will be deemed abandoned, and we may dispose of it in any manner permitted by law.

Should you determine that you no longer wish to ship items stored for you at our Export Warehouse, you are entitled to request their disposal. Where products can be returned to the merchant, Mamzam will arrange this at your cost. You will be responsible with any and all correspondence with the merchant and for the merchant's approval of your return. If the product cannot be returned to the merchant, Mamzam will arrange disposal, but any storage costs incurred up to that date would be due.

Unidentified Recipients: If you have ordered a product and there is an unusual delay in receiving notification from Mamzam that there is a package waiting for you, contact Customer Service and describe the product and the originating merchant so we can inspect unidentified packages and see if yours is there. Additional handling fees in identifying the recipient may apply if your package was incorrectly or inadequately addressed. Any goods received at our Export Warehouse for which an owner cannot be determined after reasonable investigative efforts will be held for 90 days. If they remain unclaimed after 90 days, Mamzam has the right to dispose of them in any manner permitted under applicable law.

International shipment and delivery

Shipment of Packages: Once you have paid the total cost specified in your Shipment Release form, including all duties, taxes, shipping, fuel surcharge required by our delivery company, country-specific customs or import fees, and any applicable handling charges and storage costs, you are ready to request packages to be shipped. Mamzam will arrange international shipment to your home country and deliver the packages to the delivery address you specify. The delivery address must be in the country where you are located.

Appointment of Mamzam as Agent: You appoint Mamzam to act as your agent to manage all export, import and customs clearance procedures and to ensure that customs duties and taxes are paid to the relevant customs and tax authorities. Mamzam will perform these functions based on the information you provide and, accordingly, Mamzam will not be responsible or liable for any additional duties or taxes that are assessed if the information you provide to us is inaccurate or incorrect.

Accurate Contents and Value Declaration: An accurate description of the contents of your package, and its value, is necessary for compliance with export and import laws. To help reduce the incidence of errors, we may request a copy of the merchant's invoice or order confirmation establishing the price paid for your goods. However, you are solely responsible for the correctness and accuracy of all information you provide to Mamzam regarding the contents of your package and the value. You agree to indemnify and hold Mamzam harmless from any liability for any under-declaration of value or other misrepresentations you might make.

You acknowledge that 1) Packages may be inspected at any time by export and import authorities. Packages with misleading product descriptions or under-declared valuations may be delayed by the relevant Customs authorities, who may dispute and correct the declaration - in which case, you might possibly have to pay additional duty, fines or penalties 2) If you have provided accurate information for the customs declaration and Customs does not dispute the value, the



amount of tax and duty actually charged by your country's Customs authority may differ from the amount you paid us. Here's why: Tax and duty are based on the "dutiable value" of the goods. We calculate the tax and duty as accurately as we can, after your package is inspected, weighed and measured, and ready for dispatch at our export facility. You pay us those calculated amounts of tax and duty, along with our shipping charge, when you release your shipment. Your Mamzam invoice includes a breakdown of the shipping charge, tax, and duty.

We arrange payment of the duty and tax to local Customs authorities on your behalf. The actual tax and duty paid sometimes turns out to be higher or lower than the amount we calculated. For example, the Customs authority in your country may assign your goods a different customs code from the one we used; or Customs may use a different formula to calculate the duty; or the calculation may be affected by a change in currency exchange rates between the time of our calculation and the time the tax and duty is paid to Customs authorities. In such situations, you will not receive a refund or be charged extra for the difference; this is due to the administrative time and costs that such arrangements would require.

Shipping Charges: You are responsible for payment of all actual international shipping and handling charges, even if they differ from the original estimated cost. Volumetric weight may apply on bulky, lightweight packages. Your final cost will include any applicable country-specific government-mandated clearance fees in addition to duty, tax, shipping, and fuel surcharges if applicable.

Delivery: Mamzam will make every reasonable effort to deliver the shipment to you according to the delivery company's regular schedules, but these are not guaranteed and do not form part of the agreement between us. Mamzam is not liable for any damage or loss caused by delivery company delays. Shipments can be delivered directly to most addresses, except post office boxes. However, in certain remote areas, you may be need to pick up your package from the closest DHL service point.

Compliance with Law: You agree to comply with all applicable laws and regulations in effect in the country from which the goods are shipped, and in the country in which the goods are received. You will not use or attempt to use Mamzam to receive or send illegal, hazardous or dangerous materials, prohibited goods, or controlled substances. Goods are unacceptable for shipment if they are in Mamzam's list of Prohibited Items; if the goods are classified as hazardous materials, dangerous goods, or articles prohibited or restricted by the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO), export control laws and regulations, import or customs regulations, or any of the laws or regulations of any applicable government department or other relevant organization; or Mamzam decides we cannot transport an item safely or legally. Examples include animals, currency, bearer-form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, pornography, illegal narcotics and drugs and others.

Export and Import Compliance: You acknowledge and agree that you will comply with all applicable export and import laws and regulations. You will not use or attempt to use Mamzam to receive or send items that are designed, modified, adapted or configured for a military application; or any dual use items that are subject to export license requirements; or any products that are intended to be used in chemical biological weapons, missile technology or nuclear proliferation.

For items being exported from the US, you expressly agree not to divert, reship or forward any part of a shipment to any country which the US Department of the Treasury, Office of Foreign Assets Control (OFAC) has designated as supporting international terrorism (currently Iran, North Korea, Sudan, and Syria), or to any individual or entity named in the OFAC list of Specially Designated Nationals and Blocked Persons or the lists maintained by the US Department of Commerce Bureau of Industry and Security (Denied Persons, Entity, Unverified Lists) or the lists maintained by the US Department of State (Debarred Parties, Proliferators Lists).

Mamzam will at all times comply with all applicable export and import laws, and we will refuse to ship any package which we know or have reason to suspect is in violation of such laws.

You will be liable and agree to indemnify Mamzam for any costs, penalties or fines that may be incurred if any shipment is found to violate any of these conditions and for any legal costs that Mamzam incurs in connection with such violations. Mamzam will have the right to terminate your account and your use of Mamzam services if you violate any of the above agreements and acknowledgments.

Limited Liability for Lost or Damaged International Shipments: Every package shipped internationally from the Mamzam Export Warehouse is transported on a limited liability basis, relating to direct loss only and subject to the limits specified in the Warsaw Convention (currently \$25.00 USD/kilogram or \$11.34 USD/lb. per shipment). All other types of loss or damage are excluded, including but not limited to loss of profits, income, interest or future business.

Mamzam Optional Insurance: If you wish to obtain coverage of shipments which have values greater than the liability limits listed above - up to \$250 USD (or equivalent in other currency) calculated on the value of the goods plus shipping cost – Mamzam can add an added insurance premium.

Please contact your Mamzam representative for details.

Refunds, returns, claims



Lost or Damaged International Shipments: In the case of loss or damage to all or part of a shipment, Mamzam will refund the shipping charges for the affected package by the same method as you used in paying for our services where possible. Where this is not possible we will issue a credit to your account that will be applied to your next shipment.

Duty and Taxes: If duty and taxes have not been submitted to the relevant authorities at the time of a loss or damage, Mamzam will refund duty and taxes by the same method as you used in paying for our services where possible. Where this is not possible we would issue a credit to your account that will be applied to your next shipment. If duty and tax have been paid at the time of loss or damage, we will attempt to obtain a refund for you, although this is usually not possible.

Making Claims: Any claims for loss or damage must be made to Mamzam within 14 days from the date of delivery of the package to you, failing which we will have no liability whatsoever. Claims must be made in writing, accompanied by scanned or faxed copies of the consignment note/air waybill and all supporting documents, photographs of damaged items, and relevant invoices and/or receipts for that item.

Product Returns or Exchanges: If after delivery to you, you wish to return an item to the merchant from which you purchased it, you will need to make direct arrangements with the merchant as soon as possible for any return, refund, or exchange of items in accordance with the merchant's terms and policies. Many merchants require you to obtain advance authorization for product returns and may give you a return authorization number. We will, upon request, help to arrange return shipping to the merchant from your home country, at your cost. The original customs duty and tax cannot be recouped when returning an international shipment back to the merchant.

General

Modification of Mamzam Services: We may modify or terminate our services at any time upon reasonable notice, either temporarily or permanently, without incurring any liability to you except for completing the processing of products ordered prior to the date of termination

Termination: You may terminate this agreement and your use of your Mamzam account at any time. As noted elsewhere in these terms and conditions, we may suspend or terminate your account if you fail to comply with these terms and conditions, and in the event of such suspension or termination we will incur no liability to you.

Circumstances Beyond Our Control: Mamzam is not liable for any loss or damage arising out of circumstances beyond our control. These include but are not limited to: natural disasters or acts of God, for example fire, earthquake, hurricane, tornado, storm, flood, fog; plane crash or embargo; war, riot, civil commotion or industrial action; epidemics or pandemics; power cuts, communications or other utility disruptions; governmental action or inaction; any defect or characteristic related to the nature of a shipment, even if known to Mamzam; and damage to, or erasure of, electronic or photographic images, data or recordings due to electrical or magnetic interference.

Indemnification: You agree to indemnify, defend and hold Mamzam and its shareholders, officers, directors, affiliated companies, employees and agents harmless from all claims, losses, damages, liabilities and costs, including reasonable attorneys fees, incurred by Mamzam which result from your use of the Mamzam website and Mamzam services, including but not limited to your negligent act or omission, any misrepresentations you make in connection with obtaining Mamzam services, any mistakes in declaration of contents or value or packages for export purposes, and/or your failure to comply with these terms and conditions.

Entire Agreement: These terms and conditions, or as they may be modified from time to time, constitute the entire agreement between us for the use of the Mamzam website, your use of your account, and the provision of Mamzam services. Any other written or oral statements are superseded and of no effect.

Partial Invalidity: If any provision of this agreement is judged by a court or body having jurisdiction as illegal, invalid or unenforceable, such provision will be deemed deleted without affecting any other provision.

Waiver: If either you or Mamzam fail to enforce any provision of this agreement, or fail to exercise any right at any time, such failure will not be deemed a waiver thereof.

Headings: Section headings are for convenient reference and do not form part of this agreement.

Governing Law: This agreement is governed by the laws of the United States, without regard to conflict of law principles.

Updated December 2014

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SERGE'S CHECKLIST

Areas in the copy where you need to input the correct info: WHAT IS MAMZAM

- Number of days for shipping

HOW IT WORKS

- Coupon coding process and PIN number
- Number of days to allow for customs, docs, packing

MAMZAM PERSONAL SHOPPER

- Minimum order, number of days to process, correct fee

CONTACT US

- A division of Paxer, Inc.
- Contact phone, email, hours
- Social media icons you want to include

PRIVACY POLICY

- >> Review with your lawyer
- Who we are: Legal name of company, address
- Credit Card info: your credit clearing vendor info

TERMS & CONDITIONS

- >> Review with your lawyer
- We, Our, Mamzam: corporate name for Mamzam
- Use of the term "Personal Shopper" in case you want to change it
- How long you'll keep things at the Export Warehouse and other policies

Galvin and Associates Campaigns | Copywriting | PR | Engagement | Results Oakland CA 94605 | mg322mg@sbcglobal.net | 408.**218.9335**