



# SELLER/VENDOR TERMS AND CONDITIONS

Updated: June 27, 2018

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# Stembis Seller Agreement

## General Terms

Welcome to **Stembis Seller Agreement**

THIS STEMIBIS SERVICES BUSINESS SOLUTIONS AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND STEMIBIS. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR EACH COUNTRY FOR WHICH YOU REGISTER OR ELECT TO USE A SERVICE (IN EACH CASE, THE "**ELECTED COUNTRY**").

As used in this Agreement, "**we**," "**us**," and "**Stembis**" means the applicable Stembis Contracting Party and any of its applicable Affiliates, and "**you**" means the applicant (if registering for or using a Service as an individual), or the business employing the applicant (if registering for or using a Service as a business) and any of its Affiliates. Capitalized terms have the meanings given to them in this Agreement. If there is a conflict among terms in this Agreement, the Program Policies will prevail over any applicable Service Terms and the General Terms, and the applicable Service Terms will prevail over the General Terms.

### **1. Enrollment.**

To begin the enrollment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law (for example, the Elected Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address. We may at any time cease providing any or all of the Services at our sole discretion and without notice.

## 2. Service Fee Payments; Receipt of Sales Proceeds.

Fee details are described in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement. To use a Service, you must provide us with valid credit card information from a credit card or credit cards acceptable by Stembis ("**Your Credit Card**") as well as valid bank account information for a bank account or bank accounts acceptable by Stembis (conditions for acceptance may be modified or discontinued by us at any time without notice) ("**Your Bank Account**"). You will use only a name you are authorized to use in connection with a Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). All payments to you will be remitted to Your Bank Account through a banking network or by other means specified by us.

**If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Stembis or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Stembis or third parties persist. For any amounts that we determine you owe us, we may (a) charge Your Credit Card or any other payment instrument you provide to us; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to Your Bank Account; or (e) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you.** Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Stembis or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture.

As a security measure, we may, but are not required to, impose transaction limits on some or all customers and sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we permit a customer to withdraw from a transaction because a Stembis Site or Service is unavailable following the commencement of a transaction.

### **3. Term and Termination.**

The term of this Agreement will start on the date of your completed registration for or use of a Service, whichever occurs first, and continue until terminated by us or you as provided in this Agreement (the "**Term**"). We may terminate or suspend this Agreement or any Service for any reason at any time by notice to you. You may terminate this Agreement or any Service for any reason at any time by the means then specified by Stembis. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 10, 13, 14, 15, and 18 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

### **4. License.**

You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators of Stembis Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using standard functionality made available to you

via the applicable Stembis Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

## 5. Representations.

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered and that you are registering for the Service(s) within such country; (b) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by you or your Affiliates to Stembis or its Affiliates is at all times accurate and complete; (d) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) you and all of your subcontractors, agents, and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Agreement.

## 6. Indemnification.

You release us and agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any obligations in this Agreement; (b) any of Your Sales Channels other than Stembis Sites and Stembis Associated Properties, Your Products (including their offer, sale, performance, and fulfillment), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; (c) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); or (d) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the

defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

## **7. Disclaimer & General Release.**

a. THE STEMBIS SITES AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU USE THE STEMBIS SITES, THE SERVICES, THE MWS SITE, AND SELLER CENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE STEMBIS SITES AND THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS.

b. BECAUSE STEMBIS IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES STEMBIS (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

## **8. Limitation of Liability.**

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT

MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF STEM BIS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO STEM BIS IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

## **9. Tax Matters.**

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes, except to the extent that (i) Stembis automatically calculates, collects, or remits taxes on your behalf according to applicable law; or (ii) Stembis expressly agrees to receive taxes or other transaction-based charges on your behalf in connection with tax calculation services made available by Stembis and used by you. You agree to and will comply with [Tax Policies](#) and the tax policies set out by your local governing body. All fees and payments payable by you to Stembis under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, deductions or withholding (including but not limited to cross-border withholding taxes), and you will be responsible for paying Stembis any of Your Taxes imposed on such fees and any deduction or withholding required on any payment.

## **10. Confidentiality.**

During the course of your use of the Services, you may receive information relating to us or to the Services, including but not limited to Stembis Transaction Information, that is not known to the general public ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain Stembis's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not otherwise disclose Confidential Information to any other Person; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.



## **11. Force Majeure.**

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

## **12. Relationship of Parties.**

Subject to the Transaction Processing Service Terms (if the Elected Country for a Service is the United States), you and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of Stembis, you, and customers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

## **13. Use of Stembis Transaction Information.**

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any Stembis Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under this Agreement if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Stembis Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (d) disparage us, our Affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being a Stembis Site user. In addition, you may only use tools and methods that we designate to communicate with Stembis Site users regarding Your Transactions, including for the purpose of scheduling, communicating, or cancelling the fulfillment of Your Products. The terms of this Section 13 do not prevent you from using other information that you acquire without

reference to Stembis Transaction Information for any purpose, even if that information is identical to Stembis Transaction Information, provided that you do not target communications on the basis of the intended recipient being a Stembis Site user.

## **14. Suggestions and Other Information.**

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Stembis Site or Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content. If we make suggestions on using the Services, you are responsible for any actions you take based on our suggestions.

## **15. Modification.**

We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central, on the MWS Site, or on the applicable Stembis Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the General Terms and the Service Terms will be posted for at least 30 days. Changes to Program Policies may be made without notice to you. You should refer regularly to Seller Central and the MWS Site, as applicable, to review the current Agreement (including the Service Terms and Program Policies) and to be sure that the items you offer can be offered via the applicable Service. YOUR CONTINUED USE OF A SERVICE AFTER STEMBIS'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

## **16. Password Security.**

Any password we provide to you may be used only during the Term to access Seller Central (or other tools we provide) to use the Services, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action

taken under your password. If your password is compromised, you must immediately change your password.

## 17. Export.

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

## 18. Miscellaneous.

The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. If the Elected Country is Japan, Stembis and you both consent that any dispute with Stembis or its Affiliates or claim relating in any way to your use of the Services or this Agreement as it relates to your use of the Services in Japan will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts. If the Elected Country is the United States, Canada, or Mexico, **Stembis and you both consent that any dispute with Stembis or its Affiliates or claim relating in any way to this Agreement or your use of the Services will be resolved by binding arbitration as described in this paragraph, rather than in court**, except that (i) you may assert claims in a small claims court that is a Governing Court if your claims qualify and (ii) you or we may bring suit in the Governing Courts, submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. Likewise, Stembis will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location. **Stembis and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any

reason a claim proceeds in court rather than in arbitration **Stembis and you each waive any right to a jury trial.**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Services, including by redesigning, modifying, removing, or restricting access to any of them.

Because Stembis is not your agent (except for the limited purpose set out in the Transaction Processing Service Terms (if the Elected Country for a Service is the United States)), or the customer's agent for any purpose, Stembis will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your program application or within Seller Central, as applicable, or by any other means then specified by Stembis. We may also communicate with you electronically and in other media, and you consent to such communications regardless of any "E-mail Preferences" (or similar preferences or requests) you may have indicated on the applicable Stembis Site, on Seller Central, on the MWS Site, or by any other means. You may change your e-mail addresses and certain other information in Seller Central and the MWS Site, as applicable. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Stembis to our Merchant Services Team by email to [support@stembis.com](mailto:support@stembis.com).

This Agreement incorporates and you accept the applicable Service Terms and Program Policies, which Stembis may modify from time to time. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. If the Elected Country is Canada, then it is the express wish of the parties that this Agreement and the

applicable Service Terms and Program Policies have been drafted in English. (The following is a French translation of the preceding sentence: Si le pays de service est le Canada, les parties conviennent que la présente autorisation et tous les termes et conditions applicables s'y rattachant soient rédigés en anglais.) If the Elected Country is any country other than Japan, we may make available translations to this Agreement and the applicable Service Terms and Program Policies, but the English version will control. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

## Definitions

As used in this Agreement, the following terms have the following meanings:

**"Affiliate"** means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

**"Stembis Associated Properties"** means any website or other online point of presence, mobile application, service or feature, other than a Stembis Site, through which any Stembis Site, or products or services available on any of them, are syndicated, offered, merchandised, advertised, or described.

**"Stembis Transaction Information"** means, collectively, Order Information and any other data or information acquired by you or your Affiliates from Stembis, its Affiliates, or otherwise as a result of this Agreement, the transactions contemplated by this Agreement, or the parties' performance under this Agreement.

**"Content"** means copyrightable works under applicable Law and content protected by database rights under applicable Law.

**"Excluded Products"** means the items described on the applicable [Restricted Products pages](#) in Seller Central, any other applicable Program Policy, or any other information made available to you by Stembis.

**"Governing Courts"** means the applicable one of the following:

the state or Federal court in King County, Washington (if the Elected Country is Canada, Mexico, or the United States),

**"Governing Laws"** means the applicable one of the following:

the laws of the State of Washington, United States together with the Federal Arbitration Act and other applicable federal law (if the Elected Country is Canada, Mexico, or the United States),

**"Intellectual Property Right"** means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

**"Law"** means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

**"Local Currency"** means the applicable one of the following:

U.S. Dollars (if the Elected Country is the United States),

Canadian Dollars (if the Elected Country is Canada),

**"MWS Site"** means that website (and any successor or replacement of such website), the primary homepage of which is currently located at <http://developer.Stembisservices.com/>.

**"Optional Coverage Plans"** means warranties, extended service plans and related offerings, in each case as determined by us, that you offer.

**"Order Information"** means, with respect to any of Your Products ordered through a Stembis Site, the order information and shipping information that we provide or make available to you.

**"Person"** means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

**"Program Policies"** means all terms, conditions, policies, guidelines, rules, and other information on the applicable Stembis Site.

**"Sales Proceeds"** means the gross proceeds from any of Your Transactions, including (a) all shipping and handling, gift wrap and other charges; (b) taxes and customs duties to the extent specified in the applicable [Tax Policies](#); and (c) in the case of invoiced orders, any amounts that customers fail to pay to us or our Affiliates on or before the applicable invoice due date.

**"Seller Central"** means the online portal and tools made available by Stembis to you, for your use in managing your orders, inventory, and presence on a particular Stembis Site or any other online point of presence.

**"Service"** means each of the following services: Selling on Stembis, Fulfillment by Stembis, Stembis Clicks (including Stembis Sponsored Products), the Marketplace Web Service, and, if the Elected Country for a Service is the United States, the Transaction Processing Services, together in each case with any related services and materials we make available.

**"Service Terms"** means the service terms applicable to each Service, which are made part of this Agreement upon the date you elect to register for or use the applicable Service, and any subsequent modifications we make to those terms.

**"Technology"** means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles, and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology, or other functional item.

**"Trademark"** means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

**"Your Materials"** means all Technology, Your Trademarks, Content, Your Product information, data, materials, and other items or information provided or made available by you or your Affiliates to Stembis or its Affiliates.

**"Your Personnel"** means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

**"Your Product"** means any product or service (including Optional Coverage Plans) that you: (a) have offered through the Selling on Stembis Service; (b) have made available for advertising through the Stembis Clicks Service; or (c) have fulfilled or otherwise processed through the Fulfillment by Stembis Service.

**"Your Sales Channels"** means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.

**"Your Taxes"** means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason (a) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services; (b) in connection with any products or services provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction, or omission of you or your Affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors, or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange. Also, if the Elected Country is the United States, Mexico, Canada, or Japan as it is used in the Fulfillment by Stembis Service Terms, this defined term also means any of the types of taxes, duties, levies, or fees mentioned above that are imposed on or collectible by Stembis or any of its Affiliates in connection with or as a result of fulfillment services including the storage of inventory or packaging of Your Products and other materials owned by you and stored by Stembis, shipping, gift wrapping, or other actions by Stembis in relation to Your Products pursuant to the Fulfillment by Stembis Service Terms.

**"Your Trademarks"** means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

**"Your Transaction"** means any sale of Your Product(s) through a Stembis Site.



# Selling on Stembis Service Terms

The Selling on Stembis Service ("**Selling on Stembis**") is a Service that allows you to offer certain products and services directly on the Stembis Sites.

These Selling on Stembis Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Stembis. BY REGISTERING FOR OR USING THE SELLING ON STEMBIS SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE SELLING ON STEMBIS SERVICE TERMS.

## **S-1 Your Product Listings and Orders.**

**S-1.1 Products and Product Information.** You will provide in the format we require accurate and complete Required Product Information for each product or service that you offer through any Stembis Site and promptly update that information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on any Stembis Site comply with all applicable Laws (including all minimum age, marking and labeling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable Program Policies), defamatory or obscene materials. You may not provide any information for, or otherwise seek to offer any Excluded Products on any Stembis Sites; or provide any URL Marks for use, or request that any URL Marks be used, on any Stembis Site. If you offer a product for sale on a Stembis Site that requires a warning under California Health & Safety Code Section 25249.6 (a "Proposition 65 Warning") you (a) will provide us with such warning in the manner specified in our Program Policies, (b) agree that our display of a Proposition 65 Warning on a product detail page is confirmation of our receipt of that warning, and (c) will only revise or remove a Proposition 65 Warning for a product when the prior warning is no longer legally required.

**S-1.2 Product Listing; Merchandising; Order Processing.** We will enable you to list Your Products on a particular Stembis Site, and conduct merchandising and promote Your Products as permitted by us (including via the Stembis Associated Properties or any other functions, features, advertising, or programs on or in connection with the applicable Stembis Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and Stembis may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your

Products through the applicable Stembis Site. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so, and will remit them to you in accordance with these Selling on Stembis Service Terms. We may permit certain customers to place invoiced orders for Your Products, in which case remittance of Sales Proceeds may be delayed according to each customer's invoicing terms. You will accept and fulfill invoiced orders in the same manner as you accept and fulfill non-invoiced orders, except as otherwise provided in this Agreement.

**S-1.3 Shipping and Handling Charges.** For Your Products ordered by customers on or through a Stembis Site, you will determine the shipping and handling charges subject to our Program Policies and standard functionality (including any category-based shipping and handling charges we determine). When we determine the shipping and handling charges, you will accept them as payment in full for your shipping and handling.

**S-1.4 Credit Card Fraud and Unpaid Invoices.** We will bear the risk of (a) credit card fraud (i.e., a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions, and (b) late payments or defaults by customers in connection with invoiced orders for Your Products, except, in each case, in connection with Seller-Fulfilled Products that are not fulfilled strictly in accordance with the Order Information and Shipment Information. You will bear all other risk of fraud or loss. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop, and/or cancel any of Your Transactions. You will stop or cancel orders of Your Products if we ask you to do so. If you have already transferred Your Products to a carrier or shipper when we ask you to stop or cancel an order, you will use commercially reasonable efforts to stop or cancel delivery of that order. You will refund any customer (in accordance with [Section S-2.2](#)) that has been charged for an order that we stop or cancel.

## **S-2 Sale and Fulfillment; Refunds and Returns.**

**S-2.1 Sale and Fulfillment.** You will: (a) source, offer, sell and fulfill your Seller-Fulfilled Products, and source and, offer and sell your Stembis-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the applicable Stembis Site at the time of the order and be solely responsible for and bear all risk for those activities; (b) package each of Your Products in a commercially reasonable manner complying with all applicable packaging and labeling requirements and ship each of Your Products on or before its Expected Ship Date; (c) retrieve Order Information at least once each business day; (d) only cancel

Your Transactions as permitted pursuant to your terms and conditions appearing on the applicable Stembis Site at the time of the applicable order or as may be required under this Agreement; (e) fulfill Your Products throughout the Elected Country (except to the extent prohibited by Law or this Agreement); (f) provide to Stembis information regarding fulfillment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) ensure that you are the seller of each of Your Products; (i) include an order-specific packing slip, and, if applicable, any tax invoices, within each shipment of Your Products; (j) identify yourself as the seller of each of Your Products on all packing slips or other information included or provided in connection with Your Products and as the Person to which a customer may return the applicable product; and (k) except as expressly permitted by this Agreement, not send customers emails confirming orders or fulfillment of Your Products.

**S-2.2 Cancellations, Returns, and Refunds.** The Stembis Refund Policies for the applicable Stembis Site will apply to Your Products. Subject to Section F-6, for any of Your Products fulfilled using Fulfillment by Stembis, you will promptly accept, calculate, and process cancellations, returns, refunds, and adjustments in accordance with this Agreement and the Stembis Refund Policies for the applicable Stembis Site, using functionality we enable for your account. Without limiting your obligations, we may in our sole discretion accept, calculate, and process cancellations, returns, refunds, and adjustments for the benefit of customers. You will route any payments to customers in connection with Your Transactions through Stembis. We will make any payments to customers in the manner we determine, and you will reimburse us for all amounts we pay.

### **S-3 Problems with Your Products.**

**S-3.1 Delivery Errors and Nonconformities; Recalls.** You are solely responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under Section S-1.4; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification.. You are also responsible for any non-conformity or defect in, any public or private recall of, or safety alert of any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls, or safety alerts of Your Products or other products provided in connection with Your Products.

**S-3.2 A-to-z Guarantee and Chargebacks.** If we inform you that we have received or initiated a claim under the "A-to-z Guarantee" offered on a particular Stembis Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us in a format and manner we specify: (a) proof of fulfillment of Your Product(s) (as applicable); (b) the applicable Stembis order identification number; (c) a description of Your Product(s) (as applicable); and (d) any terms provided by you or us and displayed on the Stembis Site at the time of the transaction in question. If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by: (i) credit card fraud for which we are responsible under Section S-1.4; or (ii) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us in accordance with the Service Fee Payments section of this Agreement for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Referral Fees retained and not subject to refund by Stembis) and all associated credit card association, bank, or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates. If the Elected Country is Japan and we receive or initiate a claim under the "A-to-z Guarantee" concerning one of Your Transactions and we determine that we are responsible for that claim then we will purchase the returned products from the customer.

#### **S-4 Parity with Your Sales Channels.**

Subject to this Section S-4, you are free to determine which of Your Products you wish to offer on a particular Stembis Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on any Stembis Site by ensuring that : (a) the Purchase Price and every other term of offer or sale of Your Product (including associated shipping and handling charges, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable cancellation, return and refund policies) is at least as favorable to Stembis Site users as the most favorable terms upon which a product is offered or sold via Your Sales Channels (excluding consideration of Excluded Offers); (b) customer service for Your Products is at least as responsive and available and offers at least the same level of support as the most favorable customer services offered in connection with any of Your Sales Channels (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and (c) the Content, product and service information, and other information under Section S-1.1 regarding Your Products that you provide to us is of at least the same level of quality as the highest quality information displayed or used

in Your Sales Channels. If you become aware of any non-compliance with (a) above, you will promptly compensate adversely affected customers by making appropriate refunds to them in accordance with [Section S-2.2](#).

### **S-5 Compensation.**

You will pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee; (c) the non-refundable Selling on Stembis Subscription Fee in advance each month; and (d) any other applicable fees described in this Agreement (including any applicable Program Policies). "**Selling on Stembis Subscription Fee**" means the fee specified as such on the Selling on Stembis [Fee Schedule](#) for the applicable Stembis Site at the time such fee is payable. With respect to each of Your Transactions: (i) "**Sales Proceeds**" has the meaning set out in this Agreement; and (ii) "**Referral Fee**" means the applicable fee based on the Sales Proceeds from Your Transaction through the applicable Stembis Site specified on the Selling on Stembis [Fee Schedule](#) for that Stembis Site at the time of Your Transaction, based on the categorization by Stembis of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charges set by us in the case of Your Transactions that consist solely of products fulfilled using Fulfillment by Stembis.

### **S-6 Remittance of Sales Proceeds & Refunds.**

Except as otherwise stated in this Agreement, we will remit to you your available balance on a bi-weekly (14 day) (or at our option, more frequent) basis, which may vary for each Elected Country. For each remittance, your available balance is equal to any Sales Proceeds not previously remitted to you as of the applicable Remittance Calculation Date (which you will accept as payment in full for Your Transactions), less: (a) the Referral Fees; (b) the applicable Variable Closing Fee; (c) any Selling on Stembis Subscription Fees; (d) any other applicable fees described in this Agreement (including any applicable Program Policies); (e) any amounts we require you to maintain in your account balance pursuant to this Agreement (including payments withheld pursuant to [Section 2 of the General Terms](#), [Section S-1.4](#), and applicable Program Policies); and (f) any taxes that Stembis automatically calculates, collects and remits to a tax authority according to applicable law, as specified in the [Tax Policies](#)

We may establish a reserve on your account based on our assessment of risks to Stembis or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time at our sole discretion.

When you either initially provide or later change Your Bank Account information, the Remittance Calculation Date may be deferred by up to 14 days. If you refund money to a customer in connection with one of Your Transactions, and the refund is routed through us (or our Affiliate), on the next available Remittance Calculation Date we will refund to you the amount of the Referral Fee paid by you to us attributable to the amount of the customer refund (including refunded taxes and customs duties only to the extent specified in the applicable [Tax Policies](#)), less the Refund Administration Fee for each of Your Products refunded, which amount we may retain as an administrative fee. We will remit any amounts to be refunded by us pursuant to this subsection from time to time together with the next remittance to be made by us to you. “**Refund Administration Fee**” means the applicable fee described on the [Refund Administration Fee Schedule](#) for the applicable Stembis Site.

Net Sales Proceeds from non-invoiced orders will be credited to your available balance when they are received by us or our Affiliates. Sales Proceeds from invoiced orders will be credited to your available balance: (a) if you have elected in advance to pay a fee to accelerate remittance of Sales Proceeds from invoiced orders, on the day all of Your Products included in an invoiced orders are shipped; or (b) otherwise, no later than the seventh day following the date that an invoiced order becomes due.

#### **S-7 Control of Stembis Sites.**

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Stembis Sites, including by redesigning, modifying, removing, or restricting access to any of them, and by suspending, prohibiting, or removing any listing.

#### **S-8 Effect of Termination.**

Upon termination of these Selling on Stembis Service Terms in connection with a particular Stembis Site, all rights and obligations of the Parties under these Selling on Stembis Service Terms with regard to such Stembis Site will be extinguished, except that the rights and obligations of the Parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term.

## Selling on Stembis Definitions

**"Stembis-Fulfilled Products"** means any of Your Products that are fulfilled using the Fulfillment by Stembis Service.

**"Stembis Refund Policies"** means the [return and refund policies](#) published on the applicable Stembis Site and applicable to products and services offered via that Stembis Site.

**"Excluded Offer"** means any discount, rebate, promotional offer, or other term of offer and/or sale that you: (a) have attempted to make available through a particular Stembis Site but that we do not honor or support (but only until such time as we honor or support the same on such Stembis Site); or (b) make available solely to third parties that either (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), or (ii) if the Elected Country is Canada, Mexico, or the United States, have affirmatively elected and opted-in to participate in your or one of your Affiliates' membership-based customer loyalty or customer incentive programs.

**"Expected Ship Date"** means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product; or (b) if you do not specify shipping availability information in such inventory/product data feed or that Your Product is in a product category that Stembis designates as requiring shipment within two (2) business days, two (2) business days after the date on which the relevant order is placed by the customer.

**"Purchase Price"** means the total amount payable or paid for Your Product (including taxes and shipping and handling charges only to the extent specified in the applicable [Tax Policies](#)).

**"Remittance Calculation Date"** is the date that is two (2) business days prior to the date of remittance (the "Remittance Calculation Date").

**"Required Product Information"** means, with respect to each of Your Products in connection with a particular Stembis Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and UPC/EAN/JAN numbers, and other identifying information as Stembis may reasonably request; (c) information regarding in-stock

status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Stembis from time to time); (d) categorization within each Stembis product category and browse structure as prescribed by Stembis from time to time; (e) digitized image that accurately depicts only Your Product, complies with all Stembis image guidelines, and does not include any additional logos, text or other markings; (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality); (h) any text, disclaimers, warnings, notices, labels, warranties, or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising, or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and UPC/EAN/JAN numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalog; (p) the state or country Your Product ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products; and invoices and other documentation demonstrating the safety and authenticity of Your Products).

**"Seller-Fulfilled Products"** means any of Your Products fulfilled by your own methods.

**"Shipment Information"** means, with respect to any of Your Products, the estimated or promised shipment and delivery date.

**"Street Date"** means the date(s), if any, specified by the manufacturer, distributor, and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

**"URL Marks"** means any Trademark, or any other logo, name, phrase, identifier, or character string, that contains or incorporates any top level domain (e.g., .com, .edu, .ca, .fr, .jp) or any variation of a top level domain (e.g., dot com, dotcom, net, or com).

**"Your Transaction"** is defined in the General Terms of this Agreement; however, as used in these Selling on Stembis Service Terms, it means any and all such transactions through Selling on Stembis only.



# Selling Policies and Seller Code of Conduct

All sellers are expected to adhere to the following policies when listing products on Stembis. Seller offenses and prohibited content can result in suspension of your Stembis account.

## Seller code of conduct

Stembis enables you to reach hundreds of millions of customers. We strive to ensure a fair and trustworthy buyer-seller experience. At Stembis, we expect you to adhere to the code of conduct principles outlined below. Violation of the code of conduct principles may result in the loss of your selling privileges and removal from Stembis Marketplace.

Seller Code of Conduct Principles:

- Adhere to all applicable laws and abide by all Stembis policies.
- Maintain current account information.
- Never misrepresent yourself.
- Always act in a manner that ensures a trustworthy experience for Stembis customers.
- Never list products that may cause harm to Stembis customers.
- Never engage in any misleading, inappropriate or offensive behavior. This applies to all your activities, including but not limited to:
  - Information provided on your account
  - Information provided in listings, content or images
  - Communication between you and Stembis or you and our customers
- Act fairly at all times. Unfair behavior includes but is not limited to the following:
  - Behavior that could be deemed as manipulation or “gaming” of any part of the buying or selling experience
  - Actions that could be perceived as manipulating customer reviews, including by directly or indirectly contributing false, misleading or inauthentic content
  - Activities that could be perceived as attempting to manipulate Stembis's search results or sales rankings
  - Actions that intentionally damage another seller, their listings or their ratings

# Condition Guidelines

If an item is in one or more of the following conditions, it will not be permitted on Stembis:

- Does not work perfectly in every regard.
- Not sanitary, contains signs of mould, heavy staining, or corrosion.
- Damaged in a way that renders it difficult to use.
- Missing essential accompanying material or parts. (This may include instructions).
- Requires repair or service.
- Item was not created by the original manufacturer or copyright holder. This includes: copies, counterfeits, replicas, and imitations.
- Item was originally distributed as a promotional copy, promotional bundle, product sample, or advance reading copy. This includes uncorrected proofs of in-print or not-yet-published books.
- Any aspect of the item is obscured and not able to be read or viewed because of markings, stickers, or other damage.
- Passed the expiration date (includes "best by" and "sell by" dates), has an unacceptable portion of its shelf life remaining, or has had the expiration date removed or tampered with.
- Prohibited for sale on Stembis.\*

\*For more information about prohibited products, see [Restricted Products](#).

\*Additionally, an item may be removed from our product inventory if it is not following the above mentioned guidelines.

# Policies and Agreements

The products you offer for sale on Stembis must comply with the [seller agreement](#), including all applicable Stembis policies, laws and regulations. Before listing products, make sure that you understand all of your responsibilities as a seller on the Stembis marketplace.

## **Prohibited seller activities and listing restrictions**

To sell on Stembis, you cannot engage in any of the activities described in our policy on Prohibited Seller Activities and Actions. You also may not list products that:

- Violate our [Restricted Products Policy](#)
- Are unsafe
- Are available only by prescription
- Violate any applicable domestic or international laws
- Violate a third party's intellectual property rights
- Violate any other Stembis policies, including those described under the following:
- [Offensive and Controversial Products](#)
- Recalled Products (Products recalled by the manufacturer, CPSC, NHTSA, FDA, USDA-FSIS, EPA or other government agency)

## **What requires pre-approval?**

Specific categories, brands, and products require Stembis' pre-approval before you can list them. This is to ensure products are indeed legal for sale and consumer ready with pre-approved certification from government bodies.

## **Policy violations**

We will take appropriate action if there is a violation of our policies; this may include suspending or terminating Stembis privileges.

If you see activity that appears to be violating Stembis' rules and policies, please email: [support@stembis.com](mailto:support@stembis.com).

Intellectual property rights owners' or their agents can notify Stembis of copyright and trademark infringements at: [copyright@stembis.com](mailto:copyright@stembis.com).

## Seller Agreement and Related Policies

Make sure to read and understand all applicable Stembis agreements and policies for the marketplaces in which you sell, as marketplaces may have unique policies and agreements. Maintaining a trusted marketplace for buyers and sellers is our top priority. We are constantly innovating on behalf of our customers to improve the services we offer and the ways we monitor our marketplace.

The following is the selling agreement, and additional related policies for selling on Stembis:

- [Selling](#)
- [Policies](#)
- [Condition](#)
- [Guidelines](#)

### Policies and agreements

- [Stembis Seller Agreement](#)
- [Selling on Stembis Fee Schedule](#)
- [Selling Policies and Seller Code of Conduct](#)
- [Restricted products](#)
- [Tax policies](#)
- [Tax Registration Agreement VAT Agreement](#)

## Selling on Stembis Fee Schedule

### Selling fees

When your item is sold, Stembis collects the amount paid by the buyer (including the item price and any shipping, gift wrap, or other charges).

#### **Per-item fees**

Individual sellers: 2.5% fee + 30 cents CAD for each item sold. This covers any transaction fees from credit cards and other payment gateways.

This fee does not apply if accepting payment by bitcoin, Cryptocurrency and/or Zerocoins

## Referral fees

Sellers pay a 3% referral fee on each item sold.

For all products, Stembis deducts the applicable referral fee percentage calculated on the total sales price (excluding any taxes calculated through Stembis tax calculation services). The total sales price is the total amount paid by the buyer, including the item price and any delivery or gift wrapping charges.

### **Refund administration fee**

If you refund a customer for an order for which you have already received payment, Stembis will refund you the amount of the Referral Fee you paid for the item(s), minus the applicable Refund Administration Fee, which is the lesser of \$5.00 or 20% of the applicable Referral Fee.

For example, if you refund a customer the \$10.00 total sales price of an item, your Refund Administration Fee will be ( $\$10.00 \times 3\%$  Referral Fee = \$0.30).

## Marketplace Fees

Vendors will not be charged a listing fee for a minimum of 6 months from the day that they are registered. There will be a 30-day warning in the event that listing fees are proposed.

Name: Binyamin Shimshoon

Position: Chief Executive Officer at GrowPayment Inc.

Date: June 16, 2018

Signature:



# Restricted Products

Customers trust that they can always buy with confidence on Stembis. Products offered for sale on Stembis must comply with all laws and regulations, and with Stembis's policies. The sale of illegal, unsafe, or other restricted products listed on these pages, including products available only by prescription, is strictly prohibited.

If you supply goods on Stembis, please carefully review the **Restricted Products** outlined below before listing a product. We encourage you to consult with your legal counsel if you have questions about the laws and regulations concerning your products. Even where a product is listed as an "Example of Permitted Listings," all products and listings must also comply with applicable laws. In addition, any links provided are for informational purposes only, and Stembis does not warrant the accuracy of any information provided in these links.

If you supply a product in violation of the law, or any of Stembis' policies, including those listed on the Restricted Products page below, corrective actions will be taken as appropriate. This is including, but not limited to: suspending or terminating selling privileges effective immediately, terminating the business relationship, and permanent withholding of payments. The sale of illegal or unsafe products can also lead to legal action, including civil and criminal penalties.

We are constantly innovating on behalf of our customers and working with regulators, third party experts, vendors, and sellers to improve the ways we detect and prevent illegal and unsafe products from reaching our marketplace. Stembis encourages you to report listings that violate Stembis' policies and/or applicable laws by contacting us at [support@stembis.com](mailto:support@stembis.com). We will investigate each report thoroughly and take appropriate action.

Additional related policies:

- Certain categories require you to obtain pre-approval from Stembis before listing in those categories.
- Certain categories require you to provide additional information and/or a supplemental guarantee before listing in those categories.
- If you wish to list items for international purchase, you are responsible for conducting proper research to ensure that the items listed comply with all applicable laws and regulations of said international country.

## Accepted products

Stembis will only sell products that are cannabis and cannabis related. Including but not limited to CBD products, hemp Products, smoking products, cannabis ancillary products, Cannabis apparel and accessories, strains, and other cannabis infused products.

Many of the above listed categories and Cannabis related products are still illegal for recreational use in Canada, these products can only be listed as a Catalogue Product. (A product that can only be displayed but not be sold) Please consult with your legal counsel to ensure which product is legal or illegal in Canada.

## Restricted products

- Any non-smoke or non-cannabis related products
- Alcohol
- Animals & Animal Products
- Art - Fine Art
- Art - Home Decor
- Automotive and Powersports
- Drugs & drug paraphernalia (with the exception of cannabis, cbd, hemp, thc,)
- Eclipse glasses and filters for solar viewing
- Explosives, Weapons, and Related Items
- Export Controls
- Fidget spinners
- Fire and other safety products
- Fire & Smoke Masks
- Non-cannabis, hemp, THC, and CBD infused Food & Beverage
- Chilled and frozen foods
- Organic Products not related to cannabis
- Gambling & Lottery
- Hazardous and Dangerous Items
- Human Parts & Burial Artefacts
- Infant car seats
- Infant sleep positioners
- Invisible Ink Pens
- Laser products
- Lighting
- Offensive and Controversial Materials
- Personal Electronic Mobility (E-Mobility) Devices

## (Restricted products continued)

- Pesticides
- Plants, Plant Products, and Seeds not related to Cannabis
- Postage Meters & Stamps
- Recalled Products
- Recycling electronics
- Squishy Toys
- Stolen Property & Lock Picking Devices
- String lights
- Subscriptions and Periodicals
- Surveillance Equipment
- Throwable Personal Flotation Devices (PFDs)
- Tobacco & Tobacco-Related Products
- Warranties, Service Plans, Contracts, and Guarantees
- Other Restricted Products

## Offensive and Controversial Materials

Listings for items that Stembis deems offensive are prohibited on Stembis.com. Stembis reserves the right to determine the appropriateness of listings on its site, and remove any listing at any time.

## Examples of Prohibited Listings

- Products that promote or glorify hatred, violence, racial, sexual or religious intolerance or promote organizations with such views
- Crime scene photographs
- Morgue or autopsy photographs
- Human body parts
- Products retrieved from a disaster or tragedy site
- Videos, sound or other recordings taken without the subject's permission



## Tax Policies

As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes, except to the extent that (i) Stembis automatically calculates, collects, or remits taxes on your behalf according to applicable law or (ii) Stembis expressly agrees to receive taxes or other transaction-based charges on your behalf in connection with tax calculation services made available by Stembis and used by you. Any and all fees payable by you pursuant to this Agreement are exclusive of all sales, use, and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. All payments made by you to Stembis under this Agreement will be made free and clear of any deduction or withholding (including but not limited to cross-border withholding taxes), as may be required by law. If any such deduction or withholding is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by Stembis is equal to the amount then due and payable under this Agreement.

Except as otherwise provided in this Agreement, you agree that Stembis is not obligated to determine whether taxes apply, and Stembis is not responsible to collect, report, or remit any taxes arising from any transaction. However, if a taxing authority requires us to pay any of your taxes, you will promptly reimburse us for the amounts paid. If the product is shipped from outside your elected country, the recipient of the product may be required to pay, upon delivery, an amount related to assessed sales, goods and services, use, excise, import, value added, or other taxes or duties. Such taxes or duties, if any, are in addition to the sales proceeds collected by Stembis.

## Tax Registration & VAT Agreement

If you operate a business established in any of the countries listed below<sup>1</sup> and have received a tax registration number from the tax authorities in that country, you can submit it. We will use this information to determine how tax<sup>2</sup> will apply on your seller fees and, where applicable, for other Stembis services provided to you.

Before submitting your tax registration number, you must read the following information carefully. You can only submit your tax registration number if you acknowledge and agree to all the conditions set out below.

- The tax registration number you submit to Stembis belongs to the business you operate and from which you are selling on Stembis.
- All transactions on your Stembis Seller Account will be business-related transactions made by the business associated with the tax registration number you submit to Stembis.

- Your tax registration number and all other information you have provided is true, accurate and current, and you will immediately update any such information held by us in case of any changes.
- All information including your tax registration number will be collected, processed and maintained in accordance with the terms set out in the Stembis Services Business Solutions Agreement and Privacy Notice.
- Stembis reserves the right to request additional information and to confirm the validity of your seller account information (including your tax registration number) from you or government authorities as permitted by law. You agree to provide any such information to us upon request.
- Stembis reserves the right to charge you any applicable unbilled tax if you provide a tax registration number that is determined to be invalid. You irrevocably authorize Stembis to debit your credit card for any such unbilled tax.
- **For resident-Australian sellers only:** By providing your Australian Business Number (ABN), you confirm that you are Goods and Services Tax (GST) registered.
- **For resident-Taiwan sellers only:** By providing your Unified Business Number (UBN), you confirm that you are Value Added Tax (VAT) registered.

<sup>1</sup>List of countries for which Tax Registration Numbers are accepted:

- 28 European Union Member States (VAT Registration Number)
- Liechtenstein (VAT Registration Number)
- New Zealand (GST Number)
- Russia (State Registration Number)
- Switzerland (VAT Registration Number)
- Australia (Australian Business Number)
- Taiwan (Unified Business Number)
- Serbia (VAT Registration Number)
- Albania (VAT Registration Number)
- Belarus (VAT Registration Number)
- Saudi Arabia (VAT Registration Number)
- United Arab Emirate (VAT Registration Number)

<sup>2</sup> VAT or GST, as applicable

# Seller Terms & Conditions Agreement

I have read and understood the following Seller Terms and Conditions:

- Condition Guidelines
- Fee Schedule
- Offensive and Controversial Materials
- Restricted Products
- Seller Agreement
- Selling Policies and Selling Code of Conduct
- Stembis Seller Terms and Conditions
- Tax Policies
- Tax Registration Agreement

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Date : \_\_\_\_\_

Signature: \_\_\_\_\_