

Seller Participation Agreement

This Seller Participation Agreement (“Agreement”) states the terms and conditions under which all living or non-living entities (hereinafter referred to as the “Sellers”), who sell their offerings such as products and or services on the Uniform Resource Locator (i.e., URL) address of Common Peoples Services, LLC., dba SharedMall[®], (hereinafter referred to as the “SharedMall”) on the World Wide Web or the Internet known as www.sharedmall.com (hereinafter referred to as the “Site”), agree to operate.

As used in this Agreement, "you" or "your" refers to each entity or person(s) subscribing to, using or accessing the Site, directly or indirectly, for the purpose of selling goods and or services; "we", "us", or "our" refers to SharedMall and any agent of, independent contractor hired by, designee of, or assignee of SharedMall.

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

“*Affiliate*” means any entity who accesses the Site directly or indirectly on the behalf of the Sellers or using the Sellers’ information to access the Site to perform any activity.

“*Fees*” means the amount of money paid to SharedMall by the Sellers and or the Sellers’ Affiliates for accessing and using of the Site.

This Agreement governs your use of the Site, including all of its content and its services (the “Services”). To access the Site and/or use the Services to sell goods or services (collectively “Products”), you must accept the following terms and conditions of this Agreement without change. BY REGISTERING AS A SELLER OR USING THE SERVICES OF THE SITE, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT. ALL POLICIES AND GUIDELINES OF THE SITE ARE INCORPORATED BY REFERENCE INTO THIS PARTICIPATION AGREEMENT.

SharedMall reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or the Services, at any time and at its sole discretion. Any changes will be effective upon posting of the revisions on the Site. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. YOUR CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING SHARED MALL’S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS PARTICIPATION AGREEMENT, YOU MUST DISCONTINUE USING THE SITE AND THE SERVICES IMMEDIATELY AND PAY ANY OUTSTANDING BALANCE OWED TO COMMON PEOPLE SERVICES WITHIN THIRTY (30) DAYS OF TERMINATING YOUR USE.

1. Eligibility. You must be legally capable of entering into contracts and assuming contractual obligations to use the Site and the Services. Minors are not allowed to use the Site or the Services. During registration, you must provide your real name, address, phone number, e-mail address, your correct/legal age, and any other required information and data. You represent and warrant that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of the State in which your business is registered and that you are registering for the Services within such

State; (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations hereunder; and (c) you are currently in compliance with all applicable laws and regulations, and applicable license requirements, including, but not limited to, food, drug or medicine, cosmetics, and farm goods license requirements, and will immediately terminate your use of the Site if at any time you fail to comply with an applicable law or regulation.

2. Sellers' Listing Fees and Payment Terms. The fees described in this section that are in effect on the date a Product is sold shall govern the transaction. All fees are payable upon demand via a form of payment accepted by SharedMall. By accepting the terms of this Agreement and listing Products for sale on the Site, you authorize SharedMall to immediately and automatically charge your payment account when a sale is made for the amount you owe as described in the Membership and Listing Fees (2.a). In the event that SharedMall is unable to receive an automated payment from you, your account may be automatically disabled and an additional fee may apply for reinstating your membership.

a. Membership and Listing Fees. SharedMall offers various membership options, some of which may or may not charge a fee to list your Products on the Site. Some memberships and services may be offered exclusively in collaboration with groups of local businesses. Membership fees and applicable Listing fees can be found [here](#). SharedMall reserves the right to change these fees anytime in the future. In such an event, if it impacts your current membership, you will be given advance notice, and the option to terminate your participation.

b. Seller Identity. SharedMall offers each registered seller a unique identity on SharedMall as part of the membership package.

c. Participation Fee. To sell Products on the Site, Sellers must agree to pay a Participation Fee to SharedMall. A Participation Fee may apply on all orders received by Sellers, including orders that were cancelled, failed, or declined as of the last day of the month the order was received. A Participation fee may also include Buyer License Fee based corresponding to buyer licenses or login accounts desired by the Seller.

Seller may request an exemption for the Participation Fee with regard to an individual order if the order is cancelled in mutual agreement between the Seller and the buyer. SharedMall has sole discretion in granting such an exemption and in determining if an order requested for exemption by the Sellers is eligible .

The Participation Fee may be composed of any combination of a Percentage Fee, a Transaction Fee, and Buyer License Fee. The Percentage Fee equals a Product Rate multiplied by the order total price of the Product, including shipping, handling, and any additional overhead charges, but not including any applicable taxes. The Transaction Fee equals a Fixed Price per order that is assessed to each Seller with products included in the order. For example, if a given order includes products from two Sellers, Seller 1 and Seller 2, both Seller 1 and Seller 2 will incur a Transaction fee. The Buyer License Fee varies depending on the number of Buyer accounts desired by the Seller. The latest applicable online transaction fees for SharedMall use can be found [here](#). All listed Membership Fees and Participation Fees are for reference and each Seller may be accommodated under a fee structure unique to the Seller.

d. Online Payment Transactions. SharedMall may allow Sellers to receive online payments on the Site for sale of their products. Many online payments may be administered using a third party

application, which may include, but are not limited to, Amazon's Payment Services, Authorize.Net, Paypal, and Paypal Payflow Link. Unless otherwise specified in this document, online payments administered through third party applications are subject to any Terms and Conditions, which may include any of the third party application provider's dispute resolution policies, associated with the corresponding third party application.

For all online payments received by the seller on the Site, any fees owed by the seller to SharedMall must be paid by the due date specified on any statement/invoice sent by SharedMall.

SharedMall will not store Seller's or Buyers' credit card information (or other financial information that SharedMall deems sensitive) on the Site when the information is entered into a third party application.

e. Cash-On-Delivery Transactions. Sellers have the option of selling Products locally, payable upon receipt of the Products by the Buyer, also referred to on the Site as a Cash-On-Delivery or a COD transaction. To sell Products on the Site via Cash-On-Delivery transactions, depending on the membership option, a flat or percentage Participation Fee may apply. Applicable membership fees are listed [here](#).

f. Community Features. Communities, groups, or organizations may create a SharedMall Community that includes members of the associated community, group, or organization who have SharedMall accounts. Administration of SharedMall Community and associated memberships is done by SharedMall, through collaboration with one or more representatives from the community, group, or organization.

Sellers may optionally be included as a member of a SharedMall Community. To become a member of a SharedMall Community, the seller must be validated as a member by the representative of that community. In some cases, seller membership to a SharedMall Community may be denied by the representative. Accordingly, SharedMall makes no warranties or guarantees as to the accuracy of information relating to SharedMall Communities, and shall not be held liable for any inaccuracy of such information provided on the Site.

Many SharedMall Communities may correspond to communities, groups, or organizations that exist apart from SharedMall Community. A Seller's membership in a community, group, or organization does not guarantee that the Seller is or will be included in the associated SharedMall Community. Further, SharedMall shall not be held liable for harm resulting from SharedMall Community member registries differing from those of associated communities, groups, or organizations.

If Seller represents a SharedMall Community, Seller must regularly communicate the membership registry of that SharedMall Community according to terms set forth by SharedMall. SharedMall has sole discretion in revoking privileges to Seller or other SharedMall community representatives for failure to comply with these terms.

Seller's Mailing Address. Seller guarantees that any provided address, is valid, accurate, complete, and their own. Seller consents to the Site displaying or depicting any address they provide, including their "Ship to" address. This consent extends to, but is not limited to, textual depictions and graphical depictions on a third party map application, such as Google Maps. Seller further consents to communicating any provided address to third party applications used on the Site.

g. Monthly Statements. Monthly statements may either be emailed or made available to sellers from within their seller account on the Site. Monthly statements will list fees owed by the Seller to SharedMall; such fees may include Membership, Service, and Participation Fees owed to SharedMall, and will not include any transaction charges imposed by third party payment provider like Amazon and Paypal. Payment must be received by the due date listed on the statement, to avoid the seller account being suspended.

h. Cancellation of Orders. Seller may cancel orders for any reason in accordance to the Seller's own independent Returns Policy and Terms and Conditions. SharedMall retains the right to cancel orders in cases where it deems appropriate to do so due to service disruptions or other circumstances out of SharedMall's control. Any cancellation of order through SharedMall only cancels the status on SharedMall; Seller is responsible for any other steps required to cancel orders on any third party applications.

i. Disruptions in Service. SharedMall is not responsible for any damage or loss resulting from a disruption in service, including any disruption that results from a disruption in an Internet Service Provider's service or from the Site being hacked or compromised in any way. SharedMall shall not provide any compensation as a result of any disruption, and has sole discretion in reimbursing resulting damages. SharedMall is not responsible for lost sales that may have occurred during any disruption in service.

SharedMall is not responsible for any disruption in service to any third party applications. SharedMall may at its discretion put forth its best efforts to restore the service upon notification.

3. Applicable Policies and Guidelines. You are required to abide by SharedMall's Procedures for Conducting Sales on the Site (the "Procedures"), which are incorporated by reference into, and made part of, this Agreement. The Procedures dictate required transactions processes and set out acceptable conduct and prohibited practices. SharedMall reserves the right to change these procedures and guidelines at any time, and such changes will be effective immediately upon posting the amended Procedures with or without notice to you. It is your responsibility to regularly refer to, understand, and abide by the Procedures.

As a requirement for acceptance by SharedMall and for ongoing use of the Site, Sellers must maintain all licenses required by law to sell a given Product, and make available such licenses for inspection by Buyers and by SharedMall, when requested. Further, Sellers must maintain a return policy as applicable, for use of the Site and the Services offered to Buyers.

It is fully understood and agreed by Sellers that they are entirely responsible for all their actions while using the Site and performing any activity on the Site. If Sellers make any mistakes on the Site that cause any monetary or other kinds of losses to the Sellers, SharedMall shall not be held liable for such losses and only the Sellers shall be liable for such losses.

Seller agrees that SharedMall may place limits to Seller's use of the Site prior to the Seller's participation in a Seller Training program selected by SharedMall. Seller may receive training from third party organizations certified by SharedMall's approval, or by online courses hosted by SharedMall. SharedMall has sole discretion in approving alternate forms of training. Such limitations may include a failure to display seller in the Site's default search results.

a. SharedMall may terminate service to Seller at any time for non-payment of fees, Seller's communication of inaccurate or invalid information, or inactivity, without any prior notification, unless this document explicitly directs otherwise. SharedMall may disable Seller accounts that are registered under free membership on the Site upon 90 days of inactivity, even if Seller's information is accurate and valid, the product information is accurate and valid, and both the Seller and posting comply with the requirements of this and any other agreement between Seller and SharedMall. If Seller is a paid member on the Site, SharedMall will only terminate access for Seller or remove Seller's postings upon violating the terms of this or any other agreement between Seller and SharedMall.

SharedMall may offer a paid membership to Seller if Seller is a member of a SharedMall Community. Paid members may be offered access to privileged pages, services, or features on the Site, that are typically restricted under any free membership. Such privileged pages, services, or features may include calendar features and opportunities to offer coupons.

b. Sellers may hire a third party manager to manage their storefront on the Site only if the third party manager is certified by SharedMall to manage third party storefronts. SharedMall will in its sole discretion determine if an individual is eligible for certification to manage third party storefronts.

c. SharedMall is not responsible and makes no representations as to the validity of any information provided by Buyers or Sellers. SharedMall does not necessarily agree with any information posted by Buyers and Sellers.

d. The Site may, at time, be unavailable to buyers. SharedMall shall not be liable for any harm to Seller occurring in connection with such unavailability, including lost sales. Unavailability may occur, for example, as a result of maintenance, hardware and/or software upgrades, security measures, or other reasons at the discretion of SharedMall. The duration of such unavailability may be any length, but may, in many cases, last a few minutes to two hours. SharedMall is not required to give any notice of unavailability, but SharedMall may, at their discretion, give advance notice of unavailability when they are able. SharedMall will attempt to schedule any planned downtime during off peak hours between 12:00 am and 4 am Pacific Time.

4. SharedMall's Role. SharedMall provides an online software platform for third-party sellers ("Sellers") and buyers ("Buyers") to negotiate and complete transactions for the sale of goods and services that are not prohibited by the Procedures. SharedMall is not involved in the actual transaction between Sellers and Buyers. Further, SharedMall is not the agent of either Sellers or Buyers. Moreover, SharedMall has no authority with regards to either Buyers or Sellers for any purpose.

Sellers may only offer to sell Products on the Site that are lawful and not prohibited to be offered for sale by the Procedures. Under no circumstances may you offer to sell Products or make use on the Site of material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, or fraudulent. It is the Seller's responsibility to accurately describe the Products it is offering to sell. As a Seller, you agree to use the Site and the Services at your own risk.

Seller understands that the accuracy of listings on the Site may be dependent on third party utilities

whose functionality may be out of SharedMall's control. Unless explicitly expressed elsewhere in this agreement or another agreement between Seller and SharedMall, Seller agrees that SharedMall makes no representation as to the validity and operation of any third party utilities used on which the Site depends, and SharedMall shall not be held liable for any harm resulting from their operation, malfunction, or non-availability. SharedMall will make every attempt to keep all functionality with third party applications to be up to date. However irrespective of the reasons for the non-functionality, SharedMall will not be held responsible.

Stipulations relating to specific examples of third party utilities are provided below:

- a.** Google Maps;
- b.** Amazon Payments;
- c.** Authorize.Net;
- d.** Paypal; and
- e.** Paypal Payflow Link;

The examples provided above are illustrative; the provisions of this document apply to any third party utility, and do not expand SharedMall's potential liability for third party utilities in any way.

All map functionality is at least partially dependent on Google Maps, individual Buyers, or individual Sellers. SharedMall makes no representations or warranties as to the veracity or availability of the map functionality of the Site. Accordingly, SharedMall makes no representations about the accuracy of driving distance, location, driving time, range calculations, or other data provided on the site dependent on Google Maps, and SharedMall shall not be held liable for any harm resulting from inaccuracy or non-availability of this data.

5. SharedMall Payment Service. IN ORDER TO RECEIVE ONLINE PAYMENTS AND SELL ITEMS ON THE SITE, YOU MUST REGISTER WITH SHARED MALL AS A SELLER AND USE THE SHARED MALL PAYMENT SERVICE (the "Payment Service"), ADMINISTERED BY A THIRD PARTY PAYMENT APPLICATION, WHICH MAY INCLUDE AMAZON PAYMENTS OR PAYPAL. AVAILABLE PAYMENT OPTIONS MAY INCLUDE ANY PAYMENT OPTION AVAILABLE FROM THE THIRD PARTY PAYMENT APPLICATION.

a. The Payment Service facilitates the online purchase of Products offered for sale by Seller on the Site. A Buyer's authorized payment ("Payment Transaction") is directly credited into the Seller's Account at the Payment Application's website ("Seller's Account") as per any rules, terms, or conditions of the Payment Application, and SharedMall does not deduct any commission during such a transaction.

The Buyer may authorize a Payment Transaction through a Payment Application approved by Seller. The Payment Service helps facilitate transactions on the Site and is not the purchaser of the Seller's Products.

Seller agrees to resolve any dispute directly with Buyer in accordance with any terms and conditions of the Payment Application. For example, disputes regarding Amazon Payment Transaction should

be resolved in accordance with Amazon's A-to-z Guarantee.

Seller must register online with SharedMall to use the Payment Service and must provide SharedMall with true and accurate information when registering and must maintain and update that information as applicable. Seller will not impersonate any person or use a name he or she is not legally authorized to use. Seller authorizes SharedMall to verify his or her information (including any updated information), to obtain credit reports about Seller in order to approve Seller for use of the Site and also from time to time while Seller is registered.

b. The Payment Service is available only to individuals and others who meet eligibility conditions specified by SharedMall and whose applications are acceptable to SharedMall. Sellers waive any rights with respect to the Payment Service when shipping to an address other than that supported by the Payment Service.

c. Seller may provide refunds or adjustments to Buyers for their Site purchases through any functionality SharedMall enables for your account, or by alternate means not supported by SharedMall. SharedMall may modify or discontinue this functionality at any time without notice. The functionality is subject to the limitations in the terms of this Agreement.

d. As a security measure, SharedMall may, but is not required to, impose limits on some or all Buyers and Sellers relating to the total number of items in an order, value of any transaction, disbursement, or adjustment, the cumulative value of all transactions, disbursements, or adjustments during a period of time, or the number of transactions per day or other period of time.

SharedMall shall not be liable to Seller for: (i) not proceeding with a transaction, disbursement, or adjustment that would exceed any limit established by SharedMall for a security reason, or (ii) permitting a Buyer to withdraw from a transaction because the Payment Service is unavailable following the commencement of a transaction.

e. If SharedMall concludes based on information available that Seller's actions and/or performance in connection with the Services may result in Buyer disputes, chargebacks or other claims, then SharedMall may, in its sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you in connection with the Services or this Agreement for the shorter of: (a) a period of 90 days following the initial date of suspension; or (b) completion of any investigation(s) regarding any Seller actions and/or performance in connection with this Agreement. SharedMall shall not be liable to Seller if it acts consistent with the provisions of this Section.

f. All notices will be sent by e-mail or will be posted on the Site or by any other means then specified by SharedMall. SharedMall will send notices to Seller at the e-mail address maintained in SharedMall's records for Seller. Seller will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by SharedMall. Seller will send notices to us using the functionality for contacting SharedMall provided in the Procedures.

g. There is no fee imposed by SharedMall for registering for the Payment Service through Amazon or Paypal. The seller will bear full responsibility to work directly with Amazon and Paypal for any such reversals of transaction fees.

h. SharedMall reserves the right to refuse service to anyone for any reason. SharedMall may earn interest or other compensation from the balances that might result from money owed to Seller by

SharedMall. Seller will bear all risk of fraud or loss. SharedMall will not bear the risk of credit card fraud in connection with any of Seller's products.

SharedMall may obtain reimbursement of any amounts owed by Seller to SharedMall by seeking such reimbursement from Seller by any lawful means. You authorize SharedMall to use any lawful method to obtain reimbursement.

i. Seller may terminate his or her participation in the Payment Service at any time by informing SharedMall using an approved method and SharedMall may terminate Seller's participation in the Payment Service at any time without notice to Seller. Upon termination, Seller must pay SharedMall all fees incurred prior to the effective date of the termination, and any pending transactions will be canceled.

6. Rights Reserved by SharedMall. SharedMall retains the right to determine the content, appearance, design, functionality and all other aspects of the Site and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Site and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list, or to require Seller not to list, any or all products in its sole discretion. SharedMall may in its sole discretion withhold to investigate, refuse to process, restrict shipping destinations for, stop and/or cancel any of your transactions. Seller's account may be suspended at any time for posting any inaccurate, illegal, abusive, or negative content on the Site, including reviews, private communications, or comments. You agree to immediately stop and/or cancel orders of your Products when instructed to do so by SharedMall. If you have already transferred your Products to a carrier or shipper before receiving instructions to stop the transaction, you must use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper. You are required to refund any customer (in accordance with this Agreement) that has been charged for an order that SharedMall stops or cancels.

7. SharedMall Participation. Employees of SharedMall and its affiliates are permitted to participate in their personal capacity (i.e., not as SharedMall employees, representatives, or agents of SharedMall or its affiliates) in the transactions conducted through this Site (unless they have confidential information about a particular item). Employees of SharedMall and its affiliates, when participating in any transaction in their personal capacity, are subject to this Agreement and the Procedures as any Buyer or Seller on this Site.

8. Seller Taxes. Seller is expressly responsible for determining whether Seller Taxes apply to the transactions and to collect, report, and remit the correct Seller Taxes to the appropriate tax authority. SharedMall is not obligated to determine whether Seller Taxes apply and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any transaction. "Seller Taxes" means any and all sales, goods and services, use, excise, import, export, value added, consumption and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through the Site, or otherwise in connection with any action, inaction or omission of you or any of affiliate of yours, or any of your or their respective employees, agents, contractors or representatives.

9. Returns and Refunds. Subject to Section 5.e., for all of your Products you will provide your customer return and refund policies and accept and process returns, refunds and adjustments relating to your products in accordance with this Agreement and the policies at the time of the applicable order.

In any event, at a minimum, your return and refund policies will be at least as favorable as any then-current refund policies published on the Site, and applicable to products sold via the Site.

10. Account Security. Your login account may be used to access the various functions provided by the Site. You are solely responsible for maintaining the security of your password. You may not disclose your password to any unauthorized third party and are solely responsible for any use of or action taken under your account on this Site. If your password is compromised, you must change your password immediately and notify SharedMall of the incident.

11. Illegal Activity

a. Compliance with Laws; Fraud. The Site and Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations. You may not register under a false name or provide any other false data. You may not impersonate any participant or use another participant's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and SharedMall will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

b. Investigation. SharedMall has the right, but not the obligation, to monitor any activity and content associated with this Site and investigate as it deems appropriate. SharedMall also may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the Site, including listings. SharedMall reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable.

c. Disclosure of Information. SharedMall also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect SharedMall's systems and customers, or to ensure the integrity and operation of SharedMall's business and systems, SharedMall may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

12. Privacy; use of SharedMall Transaction Information.

a. Seller is responsible for reading and accepting the terms of SharedMall's Privacy Notice published on The Site, which is subject to change without notice. You should check the Privacy Notice frequently for changes. SharedMall and its affiliates may communicate with you in connection with your listings, sales, and the Services, electronically and in other media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have indicated on the Site or by any other means. When you use the Services, some personally identifiable information about you, including your feedback and the e-mail address associated with your account, may be displayed on the Site and may be viewed by potential buyers.

b. You will not, and will cause your affiliates not to, directly or indirectly disclose, convey or use any order information or other data or information acquired by you or your affiliates from SharedMall or its affiliates (or otherwise) as a result of this Agreement, the transactions contemplated hereby or the parties' performance hereunder (collectively, "SharedMall Transaction Information"), except you may disclose this information as necessary for you to perform your obligations under this Agreement, provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information. The terms of this Section 14(b) do not prevent you from using other information that you obtain separately from the SharedMall Transaction Information, even if such information is identical to SharedMall Transaction Information, provided that you do not target communications on the basis of the intended recipient being a Site user.

13. No Warranties. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. SHARED MALL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

a. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

b. THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;

c. THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF SALE, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;

d. ANY GUARANTEE OR WARRANTY AS TO THE VERACITY OF ANY USER GENERATED CONTENT, INCLUDING ANY USER INFORMATION ABOUT BUYERS OR SELLERS, AND ANY INFORMATION ENTERED BY BUYERS OR SELLERS.

e. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND

f. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SHARED MALL. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SHARED MALL DISCLAIMS ANY AND ALL SUCH WARRANTIES.

14. General Release. BECAUSE SHARED MALL IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES THE SHARED MALL (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.

15. Indemnity/Limitation of Liability.

a. Indemnity and Defense. You will defend, indemnify and hold harmless SharedMall and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any products you sell or content you provide, or Seller Taxes or the collection, payment or failure to collect or pay Seller Taxes. For purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

b. Limitation of Liability. THE SHARED MALL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

16. Applicable Law. The laws of the state of Oregon govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the Convention on Contracts for the International Sale of Goods. Any dispute with SharedMall or its affiliates relating in any way to these terms and conditions or your use of the Services shall be resolved solely and exclusively by binding and confidential arbitration by an arbiter in the metro area of Portland, Oregon. In the event the binding arbitration clause is not applicable, claims not appropriate for small claims court adjudication shall be adjudicated in a Washington County, Oregon, state court or a federal court in Multnomah County, Oregon, and you consent to exclusive jurisdiction and venue in such courts.

To the extent you have in any manner violated or threatened to violate SharedMall's intellectual property rights, SharedMall may seek injunctive or other appropriate relief in any state or federal court in the State of Oregon, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

17. Disputes. Because SharedMall is not the agent of either Seller or Buyer for any purpose, SharedMall will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction. SharedMall urges Sellers and Buyers to cooperate with each other to resolve such disputes.

18. Your Grant. By entering into this Agreement and listing an item, you grant SharedMall 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 the content you submit to SharedMall and its affiliates, and to sublicense the foregoing rights to our affiliates and operators of any website or other online point of presence (other than the Site) through which the Site and/or products or services available thereon are syndicated, offered, merchandised, advertised or described; provided, however, that we will not alter any of your trademarks (i.e., trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) 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 Site or Services); provided further, however, that nothing in this Agreement will prevent or impair SharedMall's right to use without your consent the content and any other materials provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party). You represent and warrant that you own or otherwise control all of the rights to the content you submit to SharedMall and its affiliates, and that the use of such materials by SharedMall and its affiliates will not infringe upon or violate the rights of any third party.

19. Termination. SharedMall, in its sole discretion, may terminate this Agreement, access to the Site or the Services, or any current transaction immediately without notice for any reason. SharedMall, in its sole discretion, also may prohibit any Seller from listing Products on the Site.

20. Agreement Not to Compete with SharedMall

By utilizing the Site or the Services and the benefits they provide, you agree to not compete with SharedMall's business model, which includes, but is not limited to, the Site and the Services, for at least 2 years in or around any locality in which SharedMall is operating its business model. Competing with SharedMall in violation of the non-competition agreement, such as by creating and implementing a website providing services similar to the Site, shall subject you to an injunction and liability for lost profits, in addition to all other available legal remedies.

21. General Provisions

a. Entire Agreement. This Agreement, including any terms and conditions incorporated herein by reference, and the general terms and conditions of the Site, including but not limited to the Privacy Notice and Procedures, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

b. No Agency; Third-Party Beneficiary. SharedMall is not the agent, fiduciary, trustee, or other representative of you or your company. Nothing expressed or mentioned in or implied from this

Agreement is intended or shall be construed to give to any person other than the parties hereto 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 hereof are intended to be and are for the sole and exclusive benefit of SharedMall, you, and relying Buyers or Sellers.

c. Severability. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

d. No Waiver. SharedMall's waiver of any of its rights or remedies described in this Agreement, if any, shall be effective only if the waiver is in a signed writing. No delay or omission by SharedMall in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. SharedMall's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of SharedMall's right to subsequently enforce such provision or any other provisions of this Agreement.