

# Buyer Participation Agreement

This Buyer Participation Agreement (the "Participation Agreement") governs your use of SharedMall.com (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 Participation Agreement without change. BY REGISTERING AS A BUYER AND 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.

Common People Service, LLC ("Common People Services") reserves the right to change any of the terms and conditions contained in this Participation Agreement or any policies or guidelines governing the Site or the Services, at any time and in 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 COMMON PEOPLE'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.

## ELIGIBILITY

You must be legally capable of entering into contracts and assuming contractual obligations to use the Site and the Services. Minors and are not allowed to use the Site or the Services.

You must register online with Common People Services to use the Services. During registration, you must provide your real name, address, phone number, e-mail address, and any other required data. Indeed, Buyer must provide Common People Services with true and accurate information when registering and must maintain and update that information as applicable. Buyer will not impersonate any person or use a name he or she is not legally authorized to use. Buyer authorizes Common People Services to verify his or her information (including any updated information).

An Amazon account is required if you intend to pay online to purchase Products. You represent and warrant that you have all requisite right, power and authority to enter into this Participation Agreement and perform your obligations hereunder.

## PRIVACY

Common People Services' [Privacy Notice](#) governs your use of the Site and the Services.

## ELECTRONIC COMMUNICATIONS

You consent to communicating with Common People Services electronically, such as via email, online forms, and online notices. Common People Services will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that Common People Services provides to you electronically satisfy any legal requirement that such communications be in writing.

## COPYRIGHT

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Common People Services or its content suppliers and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Common People Services and is protected by U.S. and international copyright laws. All software used on the Site is the property of Common People Services or its software suppliers and is protected by United States and international copyright laws.

## **TRADEMARKS**

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## **LICENSE AND SITE ACCESS**

Common People grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Common People. This license does not include any resale or commercial use of this site or its contents; any derivative use of this site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Common People. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Common People without the express written consent of Common People. You may not use any Meta tags or any other "hidden text" utilizing Common People's name or trademarks without the express written consent of Common People. Any unauthorized use terminates the permission or license granted by Common People, and may result in legal proceedings against you.

The Site may, at time, be unavailable to buyers, including Buyer. Common People Services is not shall not be liable for any harm to Buyer occurring in connection with such unavailability. Unavailability may occur, for example, as a result of maintenance, hardware and/or software upgrades, security measures, or other reasons at the discretion of Common People Services. The duration of such unavailability may be any length, but may, in many cases, last a few minutes to two hours. Common People Services is not required to give any notice of unavailability, but Common People Services may, at their discretion, give 30 days prior notice of unavailability when they able.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of [www.sharedmall.com](http://www.sharedmall.com) so long as the link does not portray Common People Services, Sellers using the Site, or Sellers's products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any logo or other proprietary graphic or trademark of Common People Services as part of the link without our express written permission. Common People Services reserves the right to terminate your account or disallow your access to the site for any reason, including for posting illegal, inaccurate, abusive, or negative comments.

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

## **ACTIVITY ON THE SITE**

The Site and the Services is not intended for use by children. If you are under 18, you may use the Site and the Services only with involvement of a parent or guardian. Common People Services and Sellers on the Site reserve the right to refuse service, terminate accounts, or remove or edit content in their sole discretion.

## **LICENSE GRANTED TO COMMON PEOPLE SERVICES**

If you submit material, and unless Common People Services indicates otherwise, you grant Common People Services and Sellers on the Site a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Common People Services, Sellers on the Site, and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Common People Services or Sellers on the Site for all claims arising from content you supply. Common People Services has the right, but not the obligation, to monitor and edit or remove any activity or content. Common People Services takes no responsibility and assumes no liability for any content submitted by you or any third party.

## SERVICES DESCRIPTIONS

Common People Services and Sellers on the Site attempt to be as accurate as possible. However, Common People Services does not warrant that descriptions of services or other content of this site is accurate, complete, reliable, current, or error-free. Common People Services provides links to other sites over which Common People Services has no control. Common People Services is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

It is the Buyer's responsibility to review a given Seller's products and licenses to sell such product before purchasing products from the Seller. This responsibility of Buyer is especially important for food, farm, and child products. If Seller has not posted sufficient information to review the product or the applicable licenses, Buyer must contact the Seller before purchasing the product and notify Common People Services of the missing information. Common People Services bears no responsibility for the quality of the products on the Site, for Seller maintaining appropriate licenses to sell the products, or for Seller being in compliance with laws or regulations applicable to the products. Indeed, Buyer purchases all products on the Site at its own risk.

As a condition for using the Site, Sellers agree to comply with Amazon's A-z Guarantee when selling products on the Site. Buyers may make claims directly against Sellers consistent with the terms and procedures of Amazon's A-z Guarantee. Unlike with Amazon's A-z Guarantee, Common People Services does NOT itself guarantee the products sold by Sellers on the Site and Common People Services will NOT itself honor any claims consistent with the A-z Guarantee.

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

Buyer understands that the accuracy of listings on the Site may be dependent on third party utilities whose functionality may be out of Common People Services' control. Unless explicitly expressed elsewhere in this agreement or another agreement between Buyer and Common People Services, Buyer agrees that Common People Services makes no representation as to the validity and operation of any third party utilities on which the Site depends, and Common People Services shall not be held liable for any harm resulting from their operation, malfunction, or non-availability.

Specific examples of such third party utilities may include, but are not limited to:

- Google Maps;
- Amazon Payment;
- Paypal; and
- Google Checkout.

Buyer understands that the examples provided above are illustrative, and do not expand Common People Services' potential liability for third party utilities in any way.

For each transaction including a Buyer and a Seller, the Buyer is limited to payment options authorized by the Seller. There is no requirement for Sellers to authorize any particular payment option, even if a particular payment options is supported by the Site's infrastructure or is authorized by other Sellers operating on the Site. For transactions involving third party applications for payment, Buyer's rights are

additionally subject to the terms and conditions associated with that third party application. Terms and conditions associated with third party applications may include, for example, Google Checkout's Terms and Conditions, available at <http://code.google.com/apis/checkout/terms.html> and PayPal's Terms and Conditions, available at <https://www.paypal.com/cgi-bin/webscr?cmd=p/gen/terms-outside>.

All information about Buyers and Sellers, and any information posted by the Buyers and Sellers, was entered by the Buyers and Sellers themselves. Accordingly, Common People Services makes no warranties or guarantees as to the veracity of such information, and plays no role in the facilitation of any dispute that may arise between the buyer and the seller.

Sellers may optionally be included as a member of a SharedMall Community, administered by Common People Services, through collaboration with a representative at the community, group, or organization. In some cases, seller membership to a SharedMall Community may be denied by the representative. Common People Services 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 the 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, Common People Services shall not be held liable for harm resulting from SharedMall Community member registries differing from those of associated communities, groups, or organizations.

All map functionality is at least partially dependent on Google Maps, individual Buyers, or individual Sellers. Common People Services makes no representations or warranties as to the veracity or availability of the map functionality of the Site. Further, Common People Services makes no representations as to the veracity or availability of data provided on the Site that is dependent on the map functionality, such as driving distance data, location data, driving time data, or range calculations. Accordingly, Common People Services shall not be held liable for any harm resulting from inaccuracy or non-availability of any map, location, or distance data. As an example, Common People Services shall not be held liable for Buyer inadvertently entering into or completing transactions with distant Sellers.

Common People Services uses the "Ship To" address provided by Buyer to calculate locations and distances for some features of the Site. Common People Services shall not be held liable for any harm caused incorrect distances or locations or by Buyer use, intentional or inadvertent, of an incorrect address.

Buyer is only able to cancel orders for Cash-on-Delivery orders. Any other cancellation must be initiated at the request of Seller. Acceptance of any cancellation is at the sole discretion of the Seller. Buyer agrees that Seller may cancel orders for any reason, provided Seller provides Buyer a refund of the purchase price. Common People Services retains the right to cancel orders in cases where it deems appropriate to do so due to service disruptions or other circumstances beyond the control of of Common People Services.

Common People Services is not responsible for any damage or loss resulting from a disruption in service, including any disruption that results from the Site being hacked or compromised in any way. Common People Services is not required to provide any compensation as a result of any disruption, and has sole discretion in reimbursing resulting damages.

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

#### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THIS SITE IS PROVIDED BY COMMON PEOPLE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMMON PEOPLE SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. COMMON PEOPLE SERVICES RESERVES THE RIGHT TO WITHDRAW OR DELETE ANY INFORMATION FROM THIS SITE AT ANY TIME IN ITS DISCRETION.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, COMMON PEOPLE SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMMON PEOPLE SERVICES DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM COMMON PEOPLE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMMON PEOPLE SERVICES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

#### **APPLICABLE LAW**

By visiting [www.sharedmall.com](http://www.sharedmall.com), you agree that the laws of the State of Oregon, without regard to principles of conflict of laws, will govern this Participation Agreement and any dispute of any sort that might arise between you and Common People Services or Sellers on the Site.

#### **DISPUTES**

Buyer will resolve any dispute directly with Seller, or in accordance with Amazon's A-z Guarantee. Any dispute with Common People Services relating in any way to this Participation Agreement or your visit to [www.sharedmall.com](http://www.sharedmall.com) shall be submitted to binding and confidential arbitration in the metro area of Portland, Oregon, except that, to the extent you have in any manner violated or threatened to violate Common People Service's intellectual property rights, Common People Services 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.

#### **AGREEMENT NOT TO COMPETE WITH COMMON PEOPLE SERVICES**

By utilizing the Site or the Services and the benefits they provide, you agree to not compete with Common People Services' 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 Common People Services is operating its business model. Competing with Common People Services in violation of these non-competition terms, 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.

#### **SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Common People Services reserves the right to make changes to its site, policies, and the terms of this Participation Agreement at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

If you become a seller on the SharedMall.com site, your activities on that site will be governed by the Seller Participation Agreement and any other applicable policies or agreements required by Common People Services.

#### **COPYRIGHT COMPLAINTS**

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Common People Services the written information specified below. Please note that this procedure is exclusively for notifying Common People Services that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.