

Printfection Stores Terms & Conditions

These Printfection Stores Terms and Conditions (“Stores Terms”) are between Printfection, LLC (“Printfection,” “we,” or “our”) and you, your company, and any associates of your company (collectively, “Customer,” “you”, or “your”) using Printfection’s online platform, website www.printfection.com, or Printfection’s other affiliated websites (the “Site”) to launch a customized online store on the Site, at a URL to be specified upon launch of such online store (“Store”), offering one or more Physical Items (referred to as “Store Products”) for purchase by end users accessing the Store.

By registering to use the Printfection Services or electing to access, use, launch, or authorize use of a Store, you acknowledge that you have read, understood, and agree to be bound by these Stores Terms. Please read these Printfection Stores Terms and Conditions carefully before you start or authorize any users under your account to access, use, launch, or authorize use of a Store. If you do not agree to these Stores Terms, you must not access, use, launch, or authorize use of a Store. Please check these Stores Terms periodically for changes as every term in this agreement is subject to amendment.

1. Additional Terms

These Stores Terms are governed by the terms of the [Master Services Agreement](#) between Printfection and Customer governing Customer’s use of the Printfection Services (“MSA”), except where expressly modified herein with respect to the Store. Capitalized terms used but not defined herein have the meanings given to them in the MSA. The services provided by Printfection hereunder with respect to the Store constitute “Printfection Services” as defined in the MSA. The end users accessing the Store and purchasing or receiving Store Products constitute “Recipients” as defined in the MSA.

When using the Printfection Services, including the Store, you will be subject to, and agree to be bound by, any additional terms applicable to such Printfection Services that may be posted on the Printfection Services or Sites from time to time, including without limitation, Printfection’s [Privacy Policy](#) (the “Privacy Policy”), [Terms of Use](#) (“Terms of Use”), additional terms and conditions with respect to your use of a specific Printfection Service (as indicated by separate agreement), and any additional terms and conditions.

2. Store Fulfillment

If a Store is requested by You, You can be a store organizer or seller of your Physical Items via a Store. Printfection will include the Physical Items approved by Printfection in its sole discretion and that You have selected within the Store as Store Products. Printfection shall fulfill all Customer’s Recipients’ orders through the Store (each an “Order”) from Customer products held in inventory or as otherwise agreed in writing by Customer and Printfection, consistent with other orders placed on the Site and consistent with the applicable MSA.

a. Inventory

You agree that Printfection may ship products held in inventory as Ordered by Recipients through the Store. Printfection will ship products held in inventory upon payment of any and all additional charges required by Printfection, including, without limitation, additional charges for shipment.

In the event that products held in Inventory are Ordered by Recipients through the Store, and You subsequently cancel a portion or all of such request, cancel an underlying order of Physical Items to be sold in the Store, or cancel a Recipient Order, or You do not have sufficient inventory to fulfill such Order, you will be liable for any and all applicable cancellation, restocking, and similar charges

imposed by Printfection or its suppliers. Printfection may offer, in its discretion, the ability for You to permit Orders in the Store for products for which You do not currently have sufficient inventory in Printfection's warehouse to fulfill. If you permit Store Orders for products for which You currently do not have sufficient inventory in Printfection's warehouse to fulfill, you will be responsible for all fulfillment, restocking, and similar charges imposed by Printfection or its suppliers. Printfection may cancel, delay, or refuse to fulfill any Order for which You have insufficient inventory to fulfill in its sole discretion.

b. Store Access

Customer may request Printfection to temporarily take down the Store, which Printfection will do for a mutually agreed upon timeframe as memorialized in writing (email to suffice).

c. Products

Customer and Printfection will mutually agree upon which Physical Items are included in the Store ("Store Products"). Store Products will be purchased by Customer at the price set by Printfection ("Base Price"), and Printfection will fulfill the purchase according to the MSA. Customer shall be responsible for all taxes, shipping, and fulfillment costs associated with the Store Products purchased by Customer and shall pay to Printfection the amounts invoiced by Printfection to Customer in accordance with the MSA.

d. Pricing

The Store Products will be offered for sale to Recipients in the Store at retail sales prices as specified by Customer ("Retail Price"). Printfection shall collect payment during check out on the Store for all Orders received using methods made available to Recipients. Printfection may charge its standard shipping and handling costs and taxes on all Orders placed through the Store in addition to the Retail Price.

Customer may choose to mark up the Base Price when specifying Retail Prices.

From time to time, Customer may offer certain promotional discount codes or vouchers enabling Customer's Recipients to receive Store Products through the Store at a discount (each, a "Discount" and collectively, "Discounts"). Customer and Printfection shall mutually agree upon the offer and distribution of Discounts, provided that, unless expressly agreed otherwise in writing, Customer shall be responsible for the full subsidy of any Discount. Printfection shall collect payment from Customer for the Discounts applied for all Orders.

e. Store Proceeds

Unless otherwise agreed to in signed writing by Customer and Printfection, Printfection shall collect payment from Customer or Customer's Recipient (e.g., during check out on the Store) for all Orders received and Discounts applied using methods made available to Customer and/or its Recipients, as determined by Printfection in its sole discretion.

Printfection shall remit store proceeds to Customer at least once per quarter, less credit card processing fees, shipping and handling fees, and applicable taxes, which may be handled as a deduction from amounts, if any, owed by Customer to Printfection.

3. Marketplace Facilitator Tax Collection and Remittance.

Customer understands that it is legally the seller of Physical Items sold through the Store and that Customer, as the seller, is responsible for complying with applicable tax laws. Some jurisdictions have laws that permit or require Printfection to collect and remit sales taxes on behalf of sellers for sales made through the Printfection platform ("Marketplace Facilitator Collection"). Printfection will determine, in its sole discretion, when it will undertake Marketplace Facilitator Collection with respect to a jurisdiction.

For these jurisdictions, Order totals may reflect sales tax. Customer agrees to reasonably cooperate with Printfection and timely provide all information necessary for Printfection to accurately collect and remit such sales taxes to the extent applicable to Marketplace Facilitator Collection. Printfection shall have sole discretion to specify the rate and taxability applied to Orders, which may include jurisdictions for which Customer does not otherwise have a substantial nexus.

For jurisdictions where Customer as the seller is required to collect sales tax, Printfection may, in its sole discretion, work with Customer to apply tax to Customer's transactions, but Customer will remain responsible for remitting the tax to the applicable jurisdiction.

4. Order Of Precedence

In the event of any conflicts between these Stores Terms and other agreements referenced herein, the order of precedence shall be: (a) the MSA between Printfection and the Customer; (b) these Stores Terms; (c) the Privacy Policy; (d) the Terms of Use; and (e) all other rules on the Site unless otherwise expressly amended or overridden in such Stores Terms with specific reference to the conflicting terms that are intended to be amended or overridden.

5. Customer Responsibilities

f. Customer Supplied Content

All images, graphics, text, or other content provided by or modified by Customer for use in connection with the Store shall be included in the definition of "Customer Supplied Content" as set forth in the MSA. Customer hereby grants to Printfection a non-exclusive license to use Customer Supplied Content and Customer's name, image and likeness ("Customer IP") in connection with any publishing, distribution, or promotion of, or otherwise as part of, the Store.

Subject to Customer's prior written approval where modifications are material in nature, Printfection reserves the right to use in whole or in part and/or cut, edit, crop and rearrange Customer Supplied Content, Customer IP, or other Customer proprietary material as necessary for purposes related to the Store. To the extent the Customer Supplied Content includes any third-party names, likeness, logos, or trade identifiers, such third-party contributions shall be deemed Customer Supplied Content. Customer shall be solely responsible for obtaining all rights and permissions necessary to grant the third-party licenses herein. Customer will not provide any Customer Supplied Content for which it cannot grant the licenses described in this paragraph.

g. Customer Representations and Warranties

Customer represents and warrants that the Customer Supplied Content, Customer IP, and/or other material provided by or on behalf of or modified by Customer for use in connection with the Store (i) does not and will not violate any intellectual property or other rights of a third party, (ii) is not and will not be libelous or defamatory to any person or brand or company/organization, (iii) is not and will not be otherwise illegal or in violation of any applicable rule, law, regulation, ordinance, including but not limited to with respect to false advertising or false affiliation; and (iv) follows and is compliant with industry standards, including promotion and marketing industry standards and self-regulatory guidelines and best practices. Customer represents and warrants that Customer's grant of all rights granted herein including without limitation, in and to Customer Supplied Content and Customer IP, and that the exercise or rights by Printfection in and to the Customer Supplied Content and Customer IP, including without limitation displaying such Customer Supplied Content and Customer IP in the Store, does not and will not infringe or violate third party rights. Customer will notify Printfection of any notice of infringing Customer Supplied Content or Customer IP, and Customer acknowledges that Printfection at all times shall have the

right to remove such Customer Supplied Content from any Store, without prior notice to Customer, upon receipt of notice of infringement.

6. OWNERSHIP

Printfection is the owner of all right, title, and interest in and to the Site (including all personal or other data that is generated through the Site and any Stores which shall be deemed Confidential Information of Printfection), and all enhancements, modifications and improvements, and feedback thereto.

7. INDEMNIFICATION

In addition to the indemnification obligations set forth in the applicable MSA, You will indemnify and hold Printfection and its employees, representatives, agents, affiliates, directors, officers, managers, and members (the “Indemnified Parties”) harmless from any damages, losses, costs, claims, threatened claims, demands, reasonable expenses (including attorneys’ fees), and liabilities (a “Loss”) arising from (i) any breach or any allegation of any breach of any term, covenant, warranty, or obligation of these Stores Terms by Customer, or any Customer affiliate or agent, (ii) any use of the Stores that violates or infringes the rights of any third party, (iii) any use of the Store that violates applicable law or regulation, including but not limited to laws regarding false advertising. If you are required to indemnify Printfection, Printfection will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without Printfection’s prior express written consent. Any cap on liability set forth in the MSA shall not apply to Customer’s indemnification obligations set forth in this Section 7 of these Stores Terms.

8. MISCELLANEOUS

h. Term.

The term of these Stores Terms will begin upon your first use of any Site or Printfection Services and will continue until you cease using the Site and/or Printfection Services unless a term is otherwise set forth in the registration. For those Printfection Services subject to a limited term, these Stores Terms will automatically renew for successive equivalent terms unless terminated by either party as permitted herein.

i. Termination; Changes to the Store.

Printfection reserves the right, in its sole discretion, to restrict, suspend, or terminate these Stores Terms and your access to all or any part of the Printfection Services or the Content, including but not limited to the Store, at any time and for any reason without prior notice or liability. Printfection reserves the right to change, suspend, or discontinue all or any part of the Printfection Services or the Content, including but not limited to the Store, at any time without prior notice or liability.

j. Changes to these Stores Terms.

Printfection reserves the right to make changes to these Stores Terms in its sole discretion from time to time without prior notice. If the changes are significant, we will, in our sole discretion, post a notice on the homepage of our Web Sites (as defined in the MSA) or notify you at the email address we have on file for your account and provide you with an opportunity to opt-out of your continued use of

the Printfection Services. Printfection strives to provide notifications to Users in a timely manner, it is not responsible for lost or late notifications regarding these Stores Terms. Please review these Stores Terms periodically. These Stores Terms were last updated on the date indicated above. Your continued use of the Printfection Services after any changes or revisions to these Stores Terms shall indicate your agreement with the terms of such revised Stores Terms.