

MALLERIES LLC USER AGREEMENT

1. Introduction

This User Agreement, all exhibits to this User Agreement, and all policies posted on any page of Malleries LLC's ("Malleries") website including but not limited to pages that may only be accessible to select Sellers or Buyers (the "Site") set out the terms on which Malleries offers you access to and use of the Site, services, applications, and tools (collectively "Services"). All addendums or exhibits to this User Agreement and all policies posted on the Site are hereby incorporated into this User Agreement (the "Agreement"), and you agree to comply with all of these agreements and policies when accessing or using our Services.

The entity you are contracting with is Malleries LLC. All notices shall be sent to the address designated in the "Notices" section of this Agreement.

Please be advised that this Agreement contains provisions that govern how claims you and Malleries have against each other are resolved. It also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against Malleries to binding and final arbitration, unless you opt-out of the Agreement to Arbitrate (see The Legal Disputes section of this Agreement, Sub-section B ("Agreement to Arbitrate")) whereby (1) you will only be permitted to pursue claims against Malleries on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

2. About Malleries LLC

Malleries is an online luxury mall that allows users of Malleries who have agreed to be bound by this Agreement and who desire to sell luxury goods on Malleries ("Sellers") to sell luxury brand goods to visitors to the Site ("Goods") who have also agreed to be bound by this Agreement and wish to

purchase Goods ("Buyers"). The contract for each sale of goods is directly between the Sellers and Buyers.

Malleries has no control over and does not guarantee the existence, quality, safety, or legality of Goods advertised; the truth or accuracy of Sellers' content or listings; the ability of Sellers to sell Goods; the ability of Buyers to pay for Goods; or that a Buyer or Seller will actually complete a transaction.

3. Using Malleries

In connection with using or accessing the Services you will not:

- post, list, or upload content or Goods in inappropriate categories on the site;
- breach or circumvent any laws, third party rights, or our systems, policies, or determinations of your account status;
- use Services if you are not able to form legally binding contracts (for example, if you are under 18), or are temporarily or indefinitely suspended from using the Site, Services, applications, or tools;
- fail to deliver Goods sold by you, unless you have a valid reason as set out in a Malleries policy; for example, if the Buyer fails to follow the posted terms;
- manipulate the price of any Good after the Good has been purchased or moved to "Recently sold" status;
- interfere with any other Seller's listings;
- post false, inaccurate, misleading, defamatory, or libelous content;
- transfer your Malleries account (including Feedback) and user ID to another party without our consent;
- distribute or post promotional advertisements for outside websites, venues or companies;
- distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;

- distribute viruses, malware, spyware, adware, or any other technologies that may harm Malleries, or the interests or property of Sellers, Buyers, or any other user of Malleries;
- use any robot, spider, scraper, or other automated means to access our Services for any purpose;
- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any Malleries application or tool except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to Malleries, or that comes from the Services and belongs to another Malleries Seller or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of Malleries and/or any other party holding the right to license such use;
- commercialize any Malleries application or any information or software associated with such application;
- harvest or otherwise collect information about Sellers or Buyers without their consent and our consent;
- spam buyers with promotional materials;
- circumvent any technical measures Malleries may use to provide Services; or
Circumvent Malleries billing policies and procedures, record keeping, or any other policy or procedure;
- watermark any image uploaded to the Site;
- offer any incentive or encouragement to any Buyer to leave the Site and go onto Seller's website or any other third party website.

4. Policy Enforcement

When a Seller issue arises Malleries, in its sole discretion, may consider the Seller's performance history, the specific circumstances, and any other factor it deems relevant in its sole and absolute discretion in applying its policies or taking other action.

If Malleries believes or discovers that a Buyer or Seller is abusing Malleries, the Site, or any person in any of the ways mentioned above or otherwise, Malleries may, in its sole discretion, take any and all steps necessary or convenient to prevent and mitigate such abuse, including but not limited to limiting, suspending, or terminating your account(s) and access to Services, delaying or removing hosted content, removing any special status associated with your account(s), and taking technical and/or legal steps to prevent the abuser from using Services.

Malleries may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue its Services. Additionally, Malleries reserves the right to refuse or terminate Services to any Seller, Buyer, or any other person for any reason or no reason at Malleries' absolute discretion (this includes Malleries' right to terminate any Seller's account, or to remove any Goods offered by any Seller).

Malleries is committed to protecting your privacy and we will use appropriate security measures to protect the information you provide to us, including the use of a Secure Socket Layer (SSL). However, seller acknowledges that no internet data transmission can be guaranteed to be secure from access by unintended parties, and, by registering with Malleries and providing personal information, you agree to indemnify and to hold Malleries harmless from any and all damages of any kind or nature whatsoever arising directly or indirectly from any security breach or unauthorized interception of any communications. Seller agrees that if logging into Malleries account from a shared computer, that Seller will sign off their Seller or Buyer account before leaving that computer.

5. Fees

The fees Malleries charges for using Services are listed on the Malleries Standard Charges, Selling Fees Page, which is hereby incorporated into this Agreement. All fees are quoted in U.S. Dollars.

Malleries may change its Seller fees from time to time by posting the changes on the Site 14 days in advance for permanent changes, but with no advance notice required for temporary promotions.

Seller must keep a current payment method on file with Malleries. Seller authorizes Malleries to charge the credit card kept on file for payment of MALLERIES monthly Shop fee, opt-in fees, commissions, and any other charges authorized by this Agreement or any other Malleries policy or procedure. Seller authorizes Malleries to charge the credit card Seller provided to Malleries and kept on file with Malleries for billing purposes. Seller agrees to pay all applicable fees associated with Malleries' Services. Billing will occur on or between the 4th - 10th of each month. Seller agrees that no prior-notification will be provided prior to billing. A receipt for each payment will be e-mailed to you at the e-mail address on file with Malleries and the charge will appear on your statement.

A complete list of recently sold, sold, layaway, cancelled orders are available under the "Sales Report" page within the Sellers administration page. Note: Malleries does not offer line by line sales entries on invoices.

Recently Sold, Layaway and Sold order statuses and are classified for seller convenience only.

Commission is assessed for the following purchase order statuses: Recently Sold, Layaway, and Sold. Commission is assessed within the billing cycle that the purchase order origination date occurs. Commissions are based on the full selling price regardless of Buyer's selected payment form. Sellers who offer Layaway payment options do so at their own risk and Seller will not be refunded the commission charged by Malleries if Buyer does not complete final payment of the Layaway purchase order.

Opt-in services (e.g., featured services) are included in the monthly billing invoice. Opt-in services may be billed each month on Seller's bill or paid via PayPal when the Seller subscribed to the particular Opt-in service. If seller no longer wishes to subscribe to an Opt-in service it is the Seller's responsibility to turn off the PayPal subscription service and notify Malleries, or, if the change was added to the Seller's monthly charges then the Seller shall immediately notify Malleries. Sellers are not credited fees (or any portion of any fees) for mid-month cancellations of opt-in services.

If your payment method fails or your account is past due, you will be assessed a late fee of \$30.00. Once Malleries charges your credit card, you will be sent a receipt for your records. Malleries may collect fees owed using other collection mechanisms (including but not limited to charging other payment methods on file with Malleries, retaining collection agencies and legal counsel). In addition, you may be subject to late fees payable to Malleries. Malleries, or the collection agencies it retains, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Malleries account, you must contact the collection agency directly. You hereby agree to indemnify and hold Malleries harmless for any damages you may incur as a result of any negative reports on your credit report resulting from reports made by Malleries to any credit bureau.

Seller agrees that if a dispute with regard to a particular charge should occur, Seller shall provide Malleries the opportunity to investigate any alleged error by submitting an e-mail to Malleries at support@malleries.com. The e-mail must include an explanation of why the seller believes the charge was made in error, including but not limited to all documentation and calculations to the contrary, including dates of order, order numbers and amounts. If the alleged error is due to an order cancellation, the included submission must include the following information: order number, originating date of order, cancellation date, and reason for cancellation. If Malleries determines that a credit is due, the credit will be applied to the following month's invoice.

In the event a Seller opts to discontinue using our Services, Seller is required to send an e-mail to Malleries requesting closure of its Shop. After the Shop is closed, Malleries will contact the Seller to confirm the closure. It is the Seller's responsibility to confirm that Malleries received the closure request and closed the Shop.

Requests from Seller to close its Shop shall be submitted at least 15 days prior to the next billing date. Seller will not be refunded any fees (including but not limited to Shop or Seller fees) charged during the billing cycle in which Seller's Shop was closed (i.e., Seller will not be refunded any portion of any fee charged for a particular month even if the Seller's Shop was closed at some point during

that month and prior to the end of the billing cycle). Upon closure of your Shop, fees due will be charged to the credit card on file with Malleries LLC. Once your credit card on file with Malleries is charged for amount due you will be sent a final receipt and notice that your account has been closed. If an account is closed for any reason, amounts due to Malleries will immediately be due and be payable and charged to your credit card on file with Malleries.

If the credit card on file is declined, Malleries may send your invoice to a collection agency or take any other steps it deems appropriate to collect its fee.

Fees (commission) are charged to seller immediately after an item is marked "sold". All sales are considered to be final as of three (3) days after the item is marked as "sold". Malleries may, in its absolute discretion, decline to return any fee or commission charged if an item is returned more than seven (7) days after the item is marked as "sold". Further, Malleries may, in its absolute discretion, choose to charge a re-listing fee of up to 5% of the total sale price of the good if an item is re-listed by Seller after an item is returned, or after a particular transaction is cancelled for any reason. If, after a transaction is cancelled, or after an item is returned, seller does not re-list the item within three (3) days of said cancellation or return, then under no circumstance will Malleries be required to return any fee or commission charged to Seller with regard to that particular good. For purposes of this Agreement, "sale" is defined as the time when an item is marked "sold".

Malleries reserves the right to place a particular seller account on probation, if, within any billing cycle, 20% or more of the seller's gross sales on the Site were cancelled, or the items were returned. Seller's who are on probation may be required to pay additional fees and commissions, which additional fees and conditions shall be determined in the absolute discretion of Malleries.

Further, if, as a direct or indirect result of Seller's listing on Malleries, or as a direct or indirect result of any other action of Seller, it becomes necessary or convenient for Malleries to perform any services that are not otherwise specified in this Agreement, Malleries reserves the right to charge Seller for any and all reasonable expenses incurred by Malleries, including but not limited to reasonable attorneys

fees Malleries may incur, as a result of said action(s) of Seller. Seller hereby agrees to reimburse Malleries for said expenses upon demand.

6. Listing Conditions

When listing a Good on Malleries and adding or uploading content to the Seller's individual online storefront within the Site ("Seller's Shop"), Seller agrees that:

- Seller is responsible for the accuracy, authenticity, and content of the listing and Goods offered. Seller's listing may not be immediately searchable by keyword or category. Malleries cannot guarantee exact listing placement.
- Content that violates any of Malleries' policies may be deleted at Malleries' absolute discretion.
- Malleries strives to create a marketplace where Buyers find what they are looking for. Therefore, the appearance or placement of listings and shop placement in search and browse results will depend on a variety of factors which Malleries shall not be required to divulge, and which Malleries may change for any reason or for no reason in the absolute discretion of Malleries. Accordingly, a listing may not appear in some search and browse results regardless of the sort order chosen by the Buyer. Some of these factors may, from time to time, include, but are not limited to:
 - search query, browsing site, and history;
 - Good's location, listing format, price and shipping cost, history, and relevance to the query;
 - Seller's history, feedback, return rate, cancellation rate; and number of listings matching the query;
- As a condition of participation, Sellers warrant that all items listed at Malleries are authentic.

7. Purchase Conditions

When buying a Good, Buyers understand that:

- The specific terms of sale are governed by the individual policies of the Seller. Malleries is not directly responsible for the terms of Sellers' sales policies.

- Malleries does not transfer legal ownership of Goods from the Seller to the Buyer.
- The Uniform Commercial Code § 2-401(2) applies to the transfer of ownership between Buyer and Seller, unless Buyer and Seller agree otherwise.

8. Offers For Sale

Malleries is not directly involved in the transaction between Buyers and Sellers and has no involvement in the consummation of a contract between a Buyer and Seller for the sale of Goods. Consequently, Malleries does not transfer legal ownership of any Goods from Seller to Buyer, and Malleries does not have control over the quality, safety, morality or legality of any aspect of the Goods offered for sale by Sellers on the Site, the truth or accuracy of the listings, the ability of Sellers to sell Goods or the ability of Buyers to pay for such Goods. Therefore, you agree that Malleries is not liable or responsible for any matter arising out of a transaction between Seller and Buyer. Buyer should be comfortable in all respects with Seller before purchasing goods or services from the Seller.

Buyer and Seller agree that the contract between Buyer and Seller for the sale of Goods shall not violate any of the terms of this Agreement. Buyer and Seller agree not to enter into any contract of any kind between themselves that violates any term of this Agreement.

By offering for sale a Good, product, or service on the Site, Seller warrants that: (a) it agrees to comply with the terms of this Agreement, (b) all aspects of all Goods offered by Seller on the Site comply with this Agreement, (c) it has full rights to sell the Good, (d) it is licensed to sell the Good, if so required, (e) it may legally sell the Good listed on the Site, (f) the Good is 100% authentic, and (g) the Good is available for sale.

Seller must accurately describe the Goods, the pricing, and all terms and conditions of Seller's offer for sale on Seller's Shop. In addition, Seller's offer for sale should include text descriptions, pictures, images, graphics, and any other information relevant to the sale of the Goods. All Goods must be

listed in an appropriate category with appropriate keywords. Each offer must accurately, truthfully, and completely describe the Good offered for sale.

Seller policies including accepted payment methods, shipping, and return policies must be displayed on the policy page on Seller's Shop.

Seller agrees to be bound by the Malleries Credit Card Policy relating to, *inter alia*, the risk of loss of fraudulent credit card transactions, and the amount of time a Buyer's credit card information may be retained by Seller.

Seller agrees to be bound by the Malleries Cancellation, Return, and Off-Site Sales Policy relating to, *inter alia*, frequent returns, cancellations, and off-site sales.

Consignment: Malleries is not directly involved in consignment agreements and has no involvement in the contract between consignor and consignee for the consignment of goods. Therefore, both consignor and consignee agree that Malleries is not liable or responsible for any matter arising out of a transaction or agreement between consignor or consignee. Consignor and Consignee both agree to indemnify and hold Malleries harmless from any damages arising from or relating to any consignment agreement.

9. Authenticity

Each contract between Buyer and Seller for the sale of Goods must include the following provisions with regard to the authenticity of the Goods sold:

1. Seller warrants and guarantees that the Goods are authentic;
2. Seller and Buyer agree that if Buyer alleges that Goods it purchased are inauthentic, the issue of authenticity shall be referred to a third party Malleries approved authenticator ("Authenticator") mutually agreed upon by Buyer and Seller. If Buyer and Seller cannot agree on an Authenticator to resolve the dispute within 72 hours. Buyer and Seller shall utilize the

first available Authenticator from the **Malleries List of Approved Authenticators**, beginning at the top of the list. The cost of the authentication process shall be initially paid for by Seller.

3. Buyer and Seller shall cooperate with the Authenticator in providing all necessary information, documentation, images, and anything else that Authenticator needs to resolve the dispute.
4. If the Authenticator determines that the Good is not authentic, or, if in the absolute discretion of the Authenticator, that Seller has not cooperated with Authenticator, Buyer shall ship the Good back to Seller at Seller's expense, and Seller shall refund the entire purchase price to Buyer.
5. If the Authenticator determines that the Good is authentic, or, if in the absolute discretion of the Authenticator, Authenticator determines that Buyer has not cooperated with Authenticator, Buyer shall reimburse Seller for the Authenticator's fee.
6. Buyer and Seller agree that Authenticator's authenticity determination is final and binding upon the parties, and said determination shall not be appealable in any way.
7. Seller is required to send Malleries the email with the authenticity determination for its records.
8. If Buyer files a complaint with other organizations Seller must co-operate supplying Malleries with all communications and documentation that will help support the case.

Buyer agrees and understands that while under the terms of this Agreement Seller must represent that all Goods sold on the Site are authentic. If it is later discovered that Goods sold by Seller are not authentic:

1. Malleries shall not be liable to Buyer for any damages incurred by Buyer as the result of purchasing Goods that are not authentic; and
2. Seller shall be solely responsible for any damages incurred by Buyer as the result of purchasing Goods that are not authentic.

Seller agrees and understands that if an allegation is made by Buyer (or any other person) that a Good offered or sold on the Site by Seller is not authentic:

1. Malleries shall not be responsible for any damage to Seller (including but not limited to damage to Seller's reputation) resulting from any allegations by a Buyer (or any other person) that Seller offered or sold inauthentic goods.
2. Malleries shall not be responsible for any damage to Seller (including but not limited to damage to Seller's reputation) resulting from any action, or any failure to take action, by Malleries in response to any allegations by a Buyer (or any other person) that Seller offered or sold inauthentic goods, regardless of whether the allegations are later determined to have been false or made in bad faith.
3. If the Authenticator determines that the Good is not authentic then Seller agrees to indemnify Malleries for any and all costs, expenses, fees (including attorney's fees) and other damages (including consequential damages) incurred by Malleries directly or indirectly arising out of or relating to Seller's sale of said Good.

10. Prohibited Conduct

Buyers and Sellers are prohibited from doing any of the following on the Malleries Site or elsewhere:

- circumventing Malleries checkout, or redirecting the sale off the site,
- creating an offer or listing for the sole purpose of sharing photographs or other information with any person(s),
- publishing statements that are false, inaccurate or misleading, or misrepresent a Good,
- sale of illegal, counterfeit or stolen Goods,
- using the property, including but not limited to intellectual property, of another without proper authority,
- copying, reproducing or publishing material without proper authority,
- infringing upon a third-party's intellectual property rights,
- using profane or racist language or images,
- publishing statements, content or images that are obscene or lewd, or that contain pornography,

- publishing statements that are defamatory, trade libelous, unlawfully threatening, unlawfully harassing, or intended to intimidate a person,
- use of the Site to discuss disputes with Buyers, Sellers, third-parties, or with Malleries,
- direct Buyers or Sellers to another online venue to purchase the same or a similar Good as listed in your Seller's Shop on the Site including,
- posting hyperlinks or URLs, contact information including phone numbers, or other information that may reasonably lead Buyer to the location of another off site venue including but not limited to Seller's own website,
- auto responders cannot include a link to any off site location or contact information in any form.
- promoting other venues for any reason,
- use any promotional materials such as coupons, that may lead a Buyer off the site,
- sell any Good identified by the U.S. Consumer Products Safety Commission as hazardous to consumers,
- falsely stating or otherwise misrepresenting your affiliation with any person including Malleries,
- transmitting code of a destructive nature that may damage, interfere with, intercept or expropriate any system, data, or personal information,
- modify, adapt, or hack the Site, create a mirror image of the Site, or modify another website so as to falsely imply that it is associated with Malleries,
- appear to create liability for Malleries or cause Malleries to lose (in whole or in part) the services of its internet service provider or other suppliers,
- reference, describe, or link to, directly or indirectly, Goods, products, or services,
- publishing statements or taking part in conduct that violates this Agreement,
- violating any applicable law, statute, ordinance or regulation including, but not limited to, laws governing export control, consumer protection, unfair competition, anti-discrimination or false advertising,
- providing fraudulent payment information to Buyer, Malleries, or any third party,
- asking Malleries, Buyers, Sellers, or anyone else to violate any applicable law,
- failing to keep your contact information with Malleries up to date,

- use of technologies to remove, modify or upload content to Malleries including item listings,
- publishing listings intended to circumvent Malleries' transaction fees by directing potential customers to other websites or by offering contact information other than the information provided on the Site, and
- publishing a website URL, email address, phone number or any other contact information anywhere on the Site or in item question and answer communications.
- Use of any watermarking technology in any content uploaded to the site.

11. International Buying & Selling

Many of Malleries' Services are accessible to international Sellers and Buyers. Sellers and Buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of Goods.

When shipping from out of United States, Sellers must divulge that items will be shipped from country of origin.

12. Content

When a Seller posts content to its Seller's Shop or otherwise causes content to be posted using Services, Seller grants Malleries a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights, and other intellectual property rights Seller has in the content, in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, Seller waives its moral rights and promises not to assert such rights or any other intellectual property or publicity rights against Malleries, its sublicenses, or its assignees.

Malleries has the sole authority and discretion to operate and maintain the Site. Accordingly, Malleries reserves the right to remove any image, picture, or posting, item listing from the Site at any time for any reason or no reason, without notice to any Seller. Malleries is under no obligation to remove or

change any image, picture, or posting from the Site at any Seller's request and any such requests shall be resolved at the sole discretion of Malleries.

Seller represents and warrants that none of the following infringe any rights mentioned in the preceding paragraph: (a) Seller's provision of content to Malleries, (b) Sellers' causing content to be posted using the Services, and (c) use of any such content (including of works derived from it) by Malleries or others in contract with Malleries that is done in connection with the Services and in compliance with this Agreement.

Malleries cannot promise that the Sellers' listings on its Seller's Shop will always be promptly updated and/or be accurate in accordance with Sellers' wishes, and Seller agrees that it will not hold Malleries responsible for inaccuracies in any listing on the Site.

13. Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

Malleries responds to notices of alleged copyright infringement as required by the United States Digital Millennium Copyright Act. If you believe that your intellectual property rights have been infringed, please notify Malleries in accordance with **the Malleries DMCA Policy**.

Please note that all content that you, the Seller, upload to Malleries, including but not limited to images and item descriptions, must not infringe on the copyright or trademark rights of any person or entity. For more details, please see the **Malleries Copyright Infringement Policy**.

14. Authorization to Contact You; Recording Calls

Sellers and Buyers agree to receive calls, including autodialed and/or pre-recorded message calls, from Malleries at any of the telephone numbers they have provided Malleries, or that Malleries has obtained from third parties or collected by its own efforts. If the telephone number that Malleries has collected is a mobile telephone number, Buyer/Seller consents to receive SMS or other text messages at that number. Standard telephone and text charges may apply if Malleries contacts the Buyer/Seller

at a mobile number or device. Buyer/Seller agrees that Malleries may contact you in the manner described above at the telephone numbers Malleries has in its records for the following purposes:

- For reasons relating to your account or your use of Services (such as to collect a debt, resolve a dispute, or to otherwise enforce this Agreement) or as authorized by applicable law;
- To solicit feedback in order to ensure the satisfaction on Buyers and Sellers;
- For marketing, and promotional purposes,
- Other reasons that you have either previously consented to or that you may be asked to consent to in the future.

Please note that information obtained by Malleries during its communications with any person may be used by Malleries in resolving disputes with any Buyer or Seller, including but not limited to Legal Disputes (see the "Legal Disputes" section of this Agreement for more information regarding legal disputes).

Malleries may share Buyer's/Seller's telephone numbers with its third party contractors(e.g., billing or collections companies) ("Contractors") who it has contracted with to assist it in pursuing its rights or performing its obligations under the Agreement, its policies, or any other agreement it may have with Buyer/Seller. These Contractors may also contact Buyers/Sellers using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by Malleries to carry out the purposes identified above, and not for their own purposes. For more information regarding security or privacy when using Malleries, please reference **Malleries Security and Privacy Policy**.

Malleries will not share the telephone number of Buyer/Sellers with non-affiliated third parties for their purposes without the explicit consent of Buyer/Seller.

Malleries may, without further notice or warning and in its absolute discretion, monitor or record telephone conversations with any Buyer or Seller or anyone acting on their behalf for quality control and training purposes or for its own protection. Buyer/Seller acknowledges and understands that,

while your communications with Malleries may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Malleries, and Malleries does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

15. Disclaimer of Warranties and Limitation of Liability

Malleries tries to keep its Services safe, secure, and functioning properly, but it cannot guarantee the continuous operation of or access to its Services.

You, as a Buyer and/or Seller, agree that you are making use of Malleries' Services at your own risk, and that the services are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, Malleries excludes all express or implied warranties, terms and conditions including, but not limited to:

- The implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
- That the Services will meet the requirements of Buyer or Seller, or will always be available, accessible, uninterrupted, timely, secure, or operate without errors;
- Any implied warranty arising from course of dealing or usage of trade; and
- Any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of Malleries or Malleries' employees, or Contractors.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MALLERIES DISCLAIMS ANY AND ALL SUCH WARRANTIES.

In addition, to the extent permitted by applicable law, Malleries (including its officers, directors, agents, and employees) is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your use of or your inability to use Services;

- pricing, shipping, or other guidance provided by Malleries;
- delays or disruptions in Services;
- viruses or other malicious software obtained by accessing, or linking to, Services;
- glitches, bugs, errors, or inaccuracies of any kind in Services;
- damage to your hardware device from the use of any Service;
- the content, actions, or inactions of any other Buyer, Seller, or other third parties, including Goods listed using Services or the destruction of allegedly fake Goods;
- a suspension or other action taken with respect to your account, including but not limited to any action taken as a result of your breach of this Agreement;
- the duration or manner in which your listings appear in search results; or
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this Agreement or Malleries' policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to your sale. Regardless of the previous paragraphs, if Malleries is found to be liable, Malleries' liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees which you paid to Malleries for the transaction.

16. Release

Because Malleries is not involved in transactions between Sellers and Buyers, if a dispute arises between or among any Seller(s) and/or Buyer(s), each Seller and Buyer hereby releases Malleries (and its respective 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.

17. Indemnity/Limitation of Liability

A. Indemnity and Defense. Buyers and Sellers shall defend, indemnify, and hold harmless Malleries (and its 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 the Buyer's or Seller's representations, warranties, or obligations set forth in this Agreement; or (ii) the Seller's own website or other sales channels, the Goods, products, or services the Seller sells, any content the Seller publishes on the Site, its own website, or elsewhere, the advertisement, offer, sale or return of any Goods or products the Seller sells, any actual or alleged infringement of any intellectual property or proprietary rights by any products Seller sells or content Seller publishes on the Site, its own website, or elsewhere, 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, and "Seller Taxes" means any taxes required to be collected by Seller, including but not limited to any taxes Seller may be obligated to collect under applicable law.

B. Limitation of Liability. MALLERIES 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 TRANSACTION PROCESSING SERVICE, THE INABILITY TO USE THE SERVICES OR THE TRANSACTION PROCESSING SERVICE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

18. Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND MALLERIES HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Malleries agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the Malleries User Agreement (in any prior form and under any prior name, including but not limited to the "Seller User Agreement" and "Malleries Seller Policy"), your use of or access to the Services, or any Goods, products, or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

A. Applicable Law. You agree that the laws of the State of Pennsylvania, without regard to conflict of laws principles, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Malleries, except as otherwise stated in this Agreement.

B. Agreement to Arbitrate. You and Malleries each agree that any and all disputes or claims that have arisen or may arise between you and Malleries relating in any way to or arising out of this or previous versions of the Agreement, your use of or access to Malleries' Services, or any Goods, products, or services sold, offered, or purchased through the Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Pennsylvania Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate. However, Malleries shall select one arbitrator from the list of approved arbitrators in Westmoreland County, Pennsylvania. Seller shall select one arbitrator from the list of approved arbitrators in Westmoreland County, Pennsylvania. Then the arbitrators selected by the parties shall select a third arbitrator, who also must be on the list of approved arbitrators in Westmoreland County, Pennsylvania.

i. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND MALLERIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND

MALLERIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER SELLERS OR BUYERS.

ii. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral panel of arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of this Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section i of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by arbitrators from the list of approved arbitrators in Westmoreland County. Seller shall select one arbitrator from the list of approved arbitrators in Westmoreland County. Then the arbitrators selected by the parties shall select a third arbitrator, who also must be on the list of approved arbitrators in Westmoreland County. Arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association (AAA) including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" herein shall not be construed to prohibit more than one arbitrator from presiding over an arbitration, rather the AAA's rules will govern the number of arbitrators that may preside over

an arbitration conducted under this Agreement to Arbitrate. The parties may enter into a joint agreement to modify the AAA rules and procedures.

A party who intends to seek arbitration must first send, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Malleries should be addressed to: Notice of Dispute Malleries LLC, Attention Charles W. Jelley, Esquire, 302 West Otterman Street, Greensburg, PA 15601 (the "Notice address"). The Notice must describe the nature and basis of the claim or dispute, and set forth the specific relief sought. Please provide as much information as possible, including any relevant documents. Please also include your name, telephone number, address, e-mail address, fax number, and other relevant contact information. A form Notice of Dispute is attached as an addendum to this agreement.

Malleries will send any communications to you to the physical Malleries has on file associated with your Malleries account; it is your responsibility to keep your physical address with Malleries up to date.

If you and Malleries are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Malleries may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. In addition to filing this form with Malleries in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to Malleries at the following address: Malleries LLC, Attention Charles W. Jelley, Esquire, 302 West Otterman Street, Greensburg, PA 15601. In the event Malleries initiates an arbitration against you, it will send a copy of the completed form to the physical address Malleries has on file associated with your Malleries account. Any settlement offer made by you or Malleries shall not be disclosed to the arbitrator.

The arbitration shall be held in Westmoreland County. The Seller or Malleries may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Malleries subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Malleries may attend by telephone, unless the arbitrator requires otherwise.

The arbitrators will decide the substance of all claims in accordance with the laws of the State of Pennsylvania, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Sellers, but is bound by rulings in prior arbitrations involving the same Malleries Seller to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The losing party shall pay all costs of the arbitration.

iii. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be divided equally amongst the parties. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Malleries for all fees associated with the arbitration paid by Malleries on your behalf that you otherwise would be obligated to pay under the AAA's rules.

iv. Severability

With the exception of any of the provisions in Section i of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section i of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void, but the remainder of the Agreement and its Legal Disputes Section will continue to apply.

v. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and Malleries agree that if Malleries makes any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Malleries or and Buyer or Seller prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Malleries. Malleries will notify

you of amendments to this Agreement to Arbitrate by posting the amended terms on www.Malleries.com at least 30 days before the effective date of the amendments. If you do not agree to these amended terms, you may close your account within the 30 day period and you will not be bound by the amended terms.

C. Judicial Forum for Legal Disputes

Unless you and Malleries agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Malleries must be resolved exclusively by the Court of Common Pleas of Westmoreland County, Pennsylvania. All parties agree that venue is proper in Westmoreland County, Pennsylvania. You and Malleries agree to submit to the personal jurisdiction of the Westmoreland County Court of Common Pleas for the purpose of litigating all such claims or disputes.

19. General

Except as otherwise provided in this Agreement, if any provision of this Agreement is held to be invalid, void, or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In Malleries' sole discretion, Malleries may assign this Agreement, by providing notice of such assignment in accordance with the Notices Section.

Headings are for reference purposes only and do not limit the scope or extent of such Section.

Malleries' failure to act with respect to a breach by any Buyer, Seller, or other person does not waive Malleries' right to act with respect to subsequent or similar breaches. Malleries does not guarantee that it will take action against all breaches of this Agreement.

Malleries may amend this Agreement (including any policies incorporated herein) at any time and for any reason or no reason by posting the amended terms on www.Malleries.com. Malleries' right to

amend this Agreement includes the right to modify, add to, or remove terms in the Agreement.

Changes take effect when Malleries posts them on the Site. Your continued access or use of Malleries'

Services constitutes your acceptance of the amended terms. Malleries may also ask you to acknowledge your acceptance of the Agreement.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

The Agreement (including all incorporated policies and the Addendum to the Agreement) set forth the entire understanding and agreement between you and Malleries and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this Agreement: Fees, Content, Authenticity, Disclaimer of Warranties and Limitation of Liability, Indemnity/Limitation of Liability, Legal Disputes, and Notices.

20. Incorporation

All policies posted on the site, all exhibits to this Agreement, and all addendums to this Agreement are hereby incorporated by reference as if set forth fully herein.

21. Notices

All Notices to Malleries shall be sent by certified mail, return receipt requested, to: Malleries LLC, Attention Charles W. Jelley, Esquire, 302 West Otterman Street, Greensburg, PA 15601.

All Notices to any Buyer or Seller shall be sent to the email address or physical address Malleries has on file associated with your Malleries account; it is the responsibility of the Buyer/Seller to keep their email and physical address up to date.

Seller, intending to be legally bound, acknowledges that, having read the Agreement, he/she understands and accepts the terms and conditions of the Agreement.

Seller

Malleries LLC

ADDENDUM TO USER AGREEMENT

Notice of Dispute

Malleries LLC is committed to providing a form to resolving disputes with users in a fair and efficient manner. Please complete this form in its entirety (either by printing legibly or typing). Please retain a copy for your records and send the completed form by certified mail to: Notice of Dispute Malleries LLC, Attention Charles W. Jelley, Esquire, 302 West Otterman Street, Greensburg, PA 15601.

Name:

Fax number:

Address:

Nature of Dispute:

Relief Sought:

Supporting documentation (please feel free to attach additional pages):

Date

Signature