



TERMS OF USE – ONLINE STORE/PRINT-ON-DEMAND MERCH

1. Services. Duplium enables their customers/merchants to sell a variety of physical products to their customers on an on-demand basis, with production and fulfillment handled by Duplium. The Services are provided to you subject to the following Terms of Service (“TOS”) and are subject to the prices and freight charges specified by Duplium.

If you do not agree with any of the Terms in this agreement, do not use the Services. Using the Services shall be deemed your agreement to abide by each of the terms in this TOS.

Only Duplium may print and fulfill items made via our eCommerce/Print-On-Demand platform. Duplium is not responsible for items lost, delayed, or damaged in transit. Duplium does not accept returns or exchanges for products that it makes unless the products are deemed defective.

2. Setting up and Maintaining an Account. To use the Services, you must have an Account set up with Duplium and provide complete contact information as required prior to store development. You must immediately update Duplium if your contact information changes. If you fail to do so, payment will be delayed.

3. Payment.

(a) Duplium will charge the Merchant the wholesale price which includes product surcharges for administration and packaging.

(b) Prices for products and freight are defined by Duplium and are subject to change.

(c) You may charge any retail price (the price the end customer pays) you desire at any time.

(d) Each month the Merchant will receive and Monthly reconciliation report and payment. In any given month where Sales are less than \$50, payment will be deferred to the next month unless requested by the Merchant.

(e) Merchant Fees of 6% will be deducted from each sale.

(f) For all supplied Fulfillment items, the Merchant will be invoiced a storage rate of \$12 per month, per pallet and a \$2.00 Pick/Administrative fee.

5. Your Products. When you provide your artwork, designs or other content to create products, you grant Duplium the right to reproduce the “image” for the sole purpose of creating the Products you sell through the online store. You also grant us the right to make modifications to your “Design” as necessary to prepare your “Design” for manufacturing purposes. Upon the removal of a Design from the online store, the licenses above will terminate, except that Duplium will fulfill any orders placed prior to termination.

You acknowledge that Duplium shall have the right to reject or remove any Design that is submitted. You acknowledge that you are solely responsible for your Design/Content and that you are the lawful owner of the content or have written consent by the owner and that Duplium is not responsible for any Design/Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. You further agree to indemnify and save harmless Duplium from and against all claims, damages, actions, suits, settlements and judgments which may be made or brought against Duplium in connection with the Design/Content.

As a guideline, you may contribute only original work that you have created yourself from original elements. This means you can't use images of celebrities or corporate products, nor images, text, or designs that you've copied from a website without written permission from the owner.

You cannot create a "new" image using elements from images other people have created. You cannot contribute a quote or a slogan that is substantially the same as something already written by someone else. By signing these Terms, you represent and warrant that you have the lawful right to reproduce and distribute such Content and that the Content complies with all applicable federal and Provincial laws and regulations and will not hold Duplium, its employees, representatives, affiliates, directors, managers and shareholders responsible for any damage, loss, or expense your company or yourself.

Date _____

Company _____

Contact _____

A/R Contact _____

Address _____

City/Province _____

Postal Code _____

Tel (W) _____

Tel (M) _____

Email _____