

## **IAG Vendor Agreement – Terms and Conditions**

By checking “I Agree” during the vendor application process, you (the “Vendor”) agree to be bound by these Terms and Conditions. These terms govern your use of the IAG marketplace platform.

### **Marketplace Relationship & Disclaimer of Warranties**

IAG is a **marketplace platform only** and does **not** act as a seller of any products.

- Vendors are the **seller of record** for all products listed on the platform.
- IAG does **not** manufacture, inspect, store, or ship products.
- IAG is **not responsible** for the quality, safety, accuracy, or legality of any products sold through the platform.

The IAG platform and services are provided “**as-is**” and “**as available**”, without any warranties of any kind. IAG disclaims all express and implied warranties, including but not limited to:

- Warranties of merchantability
- Warranties of fitness for a particular purpose
- Warranties that the site will be error-free, uninterrupted, or secure

IAG makes **no guarantee** of sales, traffic, or platform uptime.

### **Limitation of Liability**

To the fullest extent permitted by law, IAG shall **not** be liable for:

- Lost profits, revenue, or business opportunities
- Indirect, incidental, special, consequential, or punitive damages

Even if advised of the possibility of such damages. IAG’s total liability to any vendor shall not exceed the total fees paid by the vendor to IAG in the **12 months** preceding the claim.

### **Vendor Content, Intellectual Property & Photo Release**

- The Vendor retains ownership of all content (photos, descriptions, designs, etc.) uploaded to the platform.

- By uploading content, the Vendor grants IAG a **non-exclusive, royalty-free, worldwide license** to use, display, reproduce, and promote that content in connection with the IAG marketplace (including on the website, social media, and marketing materials).
- The Vendor warrants that they own or have all necessary rights to the content uploaded and that it does not infringe any third-party intellectual property rights.
- The Vendor is solely responsible for any intellectual property infringement claims arising from their content.

**Photo Release** By uploading photos for product listings or profile images, the Vendor grants IAG the right to use and publish those photos to promote the site and the Vendor's products (including on social media, marketing emails, print/internet ads, etc.). IAG will use such photos only for promotional purposes related to the site and product listings.

#### **Account Suspension, Termination, Funds Holds & Performance Expectations**

IAG may suspend or terminate a Vendor's account **with or without cause** and **at any time**.

- Open orders may be fulfilled, canceled, or refunded at IAG's sole discretion.
- IAG may hold payouts during investigations, disputes, or suspected fraud.
- IAG may offset refunds, chargebacks, fees, or other amounts owed from future payouts.

IAG expects strict quality control and excellent customer service. IAG may, at its sole discretion, suspend or terminate a Vendor's account for poor reviews, unresolved complaints, or failure to meet standards. Either party may discontinue the relationship at any time.

#### **Chargebacks, Payment Disputes & Indemnification**

- The Vendor is solely responsible for all chargebacks, disputes, and refunds related to their products.
- Chargeback fees and related costs may be deducted from the Vendor's payouts.
- IAG may reverse previously distributed payouts if a transaction is disputed after payment has been made.

**Indemnification** Vendor agrees to indemnify, defend, and hold harmless IAG, its employees, and managers from any claims, suits, demands, or liabilities arising from the Vendor's products, listings, or transactions with customers.

### **Taxes & Customer Information & Privacy**

- IAG collects and remits sales tax where legally required.
- Vendors are solely responsible for reporting and paying income taxes and self-employment taxes. Vendors may receive IRS Form 1099 from IAG if applicable.
- IAG may withhold funds if required by law (e.g., backup withholding).

### **Customer Information & Privacy**

- Vendors may access customer information solely to fulfill orders.
- Vendors may **not** use customer data for marketing outside the platform, nor share, sell, or otherwise misuse it.
- Vendors must comply with all applicable privacy laws (including GDPR, CCPA, etc., where relevant).

### **Force Majeure**

IAG shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to:

- Natural disasters
- Carrier or shipping failures
- Internet or utility outages
- Government actions or orders

### **Governing Law & Arbitration**

- This agreement shall be governed by the laws of the **State of Washington**, without regard to conflict of law principles.
- Any disputes arising under this agreement that cannot be resolved informally shall be submitted to binding arbitration administered by [e.g., American Arbitration Association (AAA)] in accordance with its Commercial Arbitration Rules.
- The arbitration shall take place in **Lynnwood, Washington**.
- Both parties waive any right to participate in a class action or class arbitration.

### **Modifications to Terms & Miscellaneous**

IAG reserves the right to update or modify these terms at any time. Notice of changes will be provided (e.g., via email or platform notification). Continued use of the platform after such changes constitutes acceptance of the modified terms. If a Vendor does not agree to the changes, they may terminate their account.

### **Miscellaneous**

- **Severability:** If any provision is found invalid, the remaining provisions remain in full force.
- **Entire Agreement:** These terms constitute the entire agreement between the parties.
- **No Waiver:** Failure to enforce any provision does not constitute a waiver.
- **Assignment:** IAG may assign this agreement; Vendors may not assign without IAG's consent.

### **Additional Vendor Obligations & Policies**

#### **Quality & Compliance**

- Vendors must prepare and ship products containing **high-quality ingredients** in a safe, sanitary environment compliant with all applicable health department requirements.
- Vendors must obtain any required food handling permits/licenses before listing food items.
- All products shipped must be **identical** in makeup, size, and quality to what is advertised on the site.

**Product Restrictions** IAG does **not** permit listings containing tobacco, cannabis/cannabis-related ingredients, or alcoholic beverages. Violations may result in listing rejection and/or vendor account removal.

#### **Payments, Fees & Shipping**

- IAG charges customers: product price + 10% administrative fee + payment processing fees + sales tax + shipping.
- Vendors receive the listed product price minus payment processing fees (typically 3–3.5%).

# ar·ti·san

## GIFT NETWORK

- Payouts occur **twice monthly** (on or around the 2nd and 16th of the following month).
- Payments are made via Zelle or PayPal. Detailed statements are provided with each payout.

### Shipping

- Shipping charges are collected from customers at checkout.
- IAG purchases and emails shipping labels to Vendors.
- Vendors must ensure accurate weight/dimensions for listings. Significant discrepancies may result in account review and potential chargebacks.

### Return Policy

- IAG has a site-wide **5-day return policy**.
- Vendor-specific return policies (posted with each product) take precedence.
- Vendors are responsible for handling and fulfilling all return requests.