

Vendor Marketplace Agreement

In order to sell items on PLAAYground.com (the "Site"), you ("Vendor") must agree to the Vendor Marketplace Agreement outlined below, which includes our privacy policy and any other terms and conditions on the Site. By listing an item for sale or purchasing an item on the Site, you agree to be bound by all terms and conditions of this marketplace agreement. The Site is operated by Distinct Printing ("Distinct Printing"), which reserves the right to make changes to this vendor marketplace agreement at any time. Changes to this vendor marketplace agreement are effective when the changes are posted to the Site. Continuing to sell items in PLAAYground will constitute your agreement to the Vendor Marketplace Agreement. It is your responsibility to review and decide if you want to continue to use PLAAYground.com. Changes to the Vendor Marketplace Agreement may occur at any time and without notice to you.

THE MARKETPLACE

Distinct Printing provides an online service that allows Vendors to sell their products to buyers. Distinct Printing does not act as the agent for either buyers or Vendors. Our service provides a platform for these transactions to take place.

ACCOUNT SET-UP

You must login with an existing account or complete the Site registration process to create an account with a user name and password (the "Account") in order to make full use of buying or selling on the marketplace. You are responsible for protecting your password. You must always provide accurate, current and complete information, and you must update such information in a timely manner to maintain its accuracy and completeness. Any use of the Site through your Account will be deemed as being used by you. Distinct Printing is entitled to rely on the contact and other information that is supplied to us through your Account. Your Account is non-transferable and non-assignable.

ELIGIBILITY REQUIREMENTS

Listing items for sale on PLAAYground is limited to parties that can lawfully enter into a contract. Minors are not allowed to buy or sell on PLAAYground.

MARKETPLACE FEES

Distinct Printing will provide all the items to sell on Vendor sites at the agreed upon rate, including printing and shipping. Vendor will receive a flat fee or commission per sale, based on agreement, sent on or about the 7th of each month for the previous month's sales. Distinct Printing's fee change notifications would be supplied within 60 days. By listing an item for sale in PLAAYground, you agree to pay the applicable fees and any collection costs related to non-payment of fees.

REQUIRED COMMUNICATION

Distinct Printing requires you to provide timely support to the marketplace customers. All messages should ideally be replied to within 24hrs. Please resolve all customer issues related to the PLAAYground marketplace within 48hrs if possible. You are also required to notify PLAAYground when you change the status of an order. Changes in status could include but are not limited to: canceling an order, refunding an order or alerting a customer about a missing item from their order. When you mark an item as

shipped with tracking or shipped without tracking an automatic email will be sent to the customer alerting them of the status change.

SHIPPING EXPECTATIONS

All shipping fees are included in your price. All orders will be shipped to customers within the timeframe you have committed to in your item posting. It is Distinct Printing's responsibility to deliver the items contained within an order to the Buyer.

VENDOR RESTRICTIONS

Vendors cannot list or sell items with images that: infringe upon intellectual property rights or are illegal, fake, counterfeit, or stolen. Furthermore, Vendor must meet all customer terms and conditions required by all applicable Federal Acquisition Regulations. Items listed for sale must be listed on the correct item page and an accurate description of the products description must be given. The accounts of Vendors may be limited in a matter that allows them to make a certain amount of transactions within a given time at the sole discretion of Distinct Printing. Marketplace transactions must take place between two different individuals, organizations or entities. Distinct Printing reserves the right to refuse service to anyone at any time for any reason. Distinct Printing reserves the right to prohibit the sale of any item in the marketplace. At Distinct Printing's discretion, products may be removed at any time without notice. The way listings appear in the marketplace may change without notice to users of the marketplace (Buyers or Vendors). Vendors are expected to only list items and quantities they are capable and willing to sell in the delivery timeframe they specify. Vendors are required to sell items at the price they listed to customers that meet the Vendor's terms. By listing an item on PLAAground you agree that you have the right to sell the item, that you have access to the item and that your description provided in your listing is complete and accurate. Vendors are required to ship an order by the provided shipping method. At any point in time, Distinct Printing reserves the right to require the Vendor to provide a "letter of supply" from the manufacturer. In consideration of Distinct Printing waiving startup fees and extending NET30 payment terms to the Vendor, the Vendor agrees to not directly or indirectly compete with Distinct Printing and its successors and assigns by creating or having any ownership stake in a multi-Vendor marketplace for the duration of this agreement and for twelve months following the termination of this agreement. The vendor acknowledges that Distinct Printing shall or may in reliance of this agreement provide the Vendor access to trade secrets, customers, and other confidential data and that the provisions of this agreement are reasonably necessary to protect Distinct Printing and its good will. The Vendor agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

PAYMENTS

All customer payments, including applicable sales taxes, are made via PayPal using the customer's PayPal account or credit card. Distinct Printing will pay Vendor on or about the 7th of the following month, based on the previous month's sales.

RETURN POLICY

For all of your products you will accept, and process returns, refunds and adjustments in accordance with this marketplace Vendor agreement. The buyer is subject to Distinct Printing's return policy. Distinct Printing will determine and calculate the amount of all refunds and adjustments (including any

taxes, shipping and handling or other charges) or other amounts to be paid by you to buyers in connection with PLAAyground marketplace purchases and work directly with PayPal. Distinct Printing will promptly provide refunds and adjustments that are obligated to provide and as required by law, and in no case later than thirty (30) days after the obligation arises. Vendor must send evidence of the return(s) to Distinct Printing, then Distinct Printing will provide credit to the customer.

TERMINATION

Distinct Printing reserves the right to monitor Vendor accounts to determine if policies or laws are being broken. Any illegal or fraudulent activity may be reported by Distinct Printing to law enforcement or other third parties. Upon termination, Vendor must pay Distinct Printing any fees that were incurred prior to the effective date of termination.

WARRANTY

The PLAAyground marketplace (PLAAyground.com) is provided as is and without warranty. Distinct Printing makes no warranties of any kind, expressed or implied. Distinct Printing will provide best effort to ensure PLAAyground is available 24 hours-a-day 365 days- a-year, but we do not guarantee PLAAyground will always be available. Distinct Printing will not be liable for any loss due to PLAAyground not being available. Distinct Printing will not be liable for any loss due to errors in our software or the software of others that we use.

INDEMNITY/LIMITATION OF LIABILITY

You will defend, indemnify and hold harmless Distinct Printing and its affiliates (and their 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, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this marketplace agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any products you sell or content you provide, or the collection, payment or failure to collect or pay any taxes.

DISTINCT PRINTING 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 MARKETPLACE AGREEMENT, THE SITE, THE INABILITY TO USE THE SITE OR THE MARKETPLACE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO VIA THE SITE.

DISPUTES

You agree to release Distinct Printing from claims, demands, and damages related to transaction disputes not directly related to the PLAAyground platform. If a dispute arises, buyers and Vendors are expected to deal with each other to come to a resolution.

JURISDICTION

Any claim against Distinct Printing in relation to PLAAground shall be adjudicated in a court in San Diego, California and you agree to exclusive jurisdiction of these courts. This agreement shall be governed by California law, without regard to conflict of laws principles thereof.

CONTENT AGREEMENT

By agreeing to the marketplace Vendor agreement, you grant the fee-based use of any content you submit to us. You represent that you own any image content you submit to us or you have the right to distribute submitted content. You will be responsible for any violation of rights for unauthorized content.

SEVERABILITY

If any section of this agreement is deemed unlawful, void or unenforceable, then that section shall be deemed severable and the remainder of the agreement will remain in force. Failure to enforce any section of this agreement by Distinct Printing does not constitute a waiver of Distinct Printing's right to enforce such section or any other section in the future.

SIGNATURES

An electronic signature is any electronic sound, symbol, or process that is related to an agreement and executed with the intent to sign that agreement. You agree that the process of including this document on the marketplace constitutes a binding electronic signature by Distinct Printing and that the process of clicking the Terms & Agreement checkbox during the account creation process represents your binding electronic Vendor signature.