

VENDOR SUCCESS GUIDE: PHYSICAL

Introduction

In preparation for fulfilling your shipment and delivery obligations between you and StackCommerce, please carefully review and make sure you understand this entire document (this “Vendor Guide”). Our objective is to satisfy our customers with quality products delivered in a timely manner. Accomplishing this requires your assistance and adherence to the timelines and standards set forth in this Vendor Guide. If you encounter any challenges or issues complying with the standards herein, please notify your sales representative as soon as possible, so that he or she can address your concerns. Nothing in the other Chapters of this Vendor Guide is intended to limit any of StackCommerce’s rights or Vendor’s obligations under your Agreement, unless explicitly stated.

General Items of Note:

- The terms and instructions in this Vendor Guide apply to all products provided by you under the Promotional Agreements.
- Our team will begin building out your Offering as soon as the Promotional Agreement is sent. Once the Promotional Agreement is received, you will have 24 hours to provide any updates or changes to the Offering details. Any and all changes must be sent in writing to StackCommerce.
- Vendor is responsible for forwarding this Vendor Guide to the necessary parties within your organization.
- We make certain representations to our customers about shipment and delivery time frames, which we rely on Vendor to help us fulfill. Early delivery is encouraged, but late delivery is not acceptable.

Definitions

- **Users or Purchaser:** means the patrons of the Network
- **Network:** means, singly or collectively as the context may require, any and all websites, applications, and platforms that are directly owned and operated by StackCommerce, any affiliated publisher websites and sub-domains, and any other affiliated websites as may be designated by StackCommerce
- **Promotional Agreement(s):** means the Product(s) offered and the agreed upon duration, promotions, prices, quantities and shipping charges
- **Offering(s):** The Product(s) being sold on the Network

- **Product(s):** Vendor's physical or digital Product(s) that they wish to have StackCommerce offer and sell on the Network
- **Promotional Price:** means the price shown on site at the time of sale
- **Customer Purchase Price:** means the total amount paid by Purchaser per Product(s) after coupons and/or fees
- **Manufacturer's Suggested Retail Price (MSRP):** means the price provided by Vendors related to the recommended price at which the Manufacturer believes all retailers should sell the Product(s)
- **Reserved Quantity:** means the total number of units of each Product(s) to be made available for sale by StackCommerce on the Network
- **Lead Time:** is the maximum number of business days it will take for you to upload tracking after a Purchaser's Order Date
- **Order(s) or Order Batch(es):** is (are) the Product(s) purchased by Purchasers
- **Order Date or Order Effective Date :** is the date an Order(s) was made by a Purchaser and uploaded into the vendor portal
- **Partner Portal:** means the platform provided by StackCommerce that allows Vendors to track and monitor Offering performance.
- **Remittance Amount:** means the amount StackCommerce shall payout to Vendor for each Product, subject to the Payment Terms
- **Claimed:** means Purchaser has received a redemption code
- **Redeemed:** means Purchaser has taken possession of the Product(s)

I: CUSTOMER ORDERS & LEAD TIME

To download customer orders, log into your Vendor Portal [HERE](#).

1. Click on the "Orders" tab in the left-hand column.
2. Navigate to "Order Batches" section to view open (and all) customer orders; orders are batched in a CSV file by day.
3. Download this CSV **daily** and begin fulfillment.
4. Continue to pull orders every 24 hours and upload tracking within the agreed upon Lead Time.

Lead Time is the maximum number of business days it will take for you to upload tracking after a Purchaser's Order Date. You can complete this field in your Vendor Product form and check for accuracy in the Vendor Agreement and/or Promotional Agreement.

StackCommerce does not permit lead times greater than 2 business days. If you cannot meet this restriction, please speak with your Sales Manager to discuss possible solutions.

II: PRODUCT FULFILLMENT AND SHIPPING

For the Products purchased by the Users (each a "Purchaser" and collectively "Purchasers" or "Customer" and collectively "Customers" or "User" and collectively "Users"), StackCommerce will electronically provide each such Purchaser with a confirmation of his or her purchase.

For physical Product(s) StackCommerce will provide or make available to Vendor, on a daily basis, a list of each Purchaser's name, shipping addresses, and email address (when relevant for fulfillment) ("Purchaser Data").

Vendor covenants and agrees to:

- a. honor all the Offerings in accordance with the terms and obligations set forth in the Agreement indefinitely
- b. ship the Products for each Offering to the Purchasers via a trackable courier service and within the agreed upon Lead Time (as set in the Vendor Agreement and/or Promotional Agreement). If tracking information on Product(s) does not show movement within 24 hours and/or Product(s) are shipped out without tracking, Vendor may incur chargebacks in accordance with the Vendor Success Guide.
- c. accurately track and report on all shipments
- d. check the Partner Portal daily for new orders.

StackCommerce is not responsible for paying any shipping, handling or other fees or charges (including freight). All time periods stated below are our standard requirement - you are responsible for complying with the time periods stated in your Agreement, if different.

Unless otherwise approved in advance by StackCommerce, do not include any branding or promotional inserts in or on any packaging or labeling in connection with the Product(s), other than as provided and/or identified by StackCommerce or in this Vendor Guide.

For all orders with the same order number (located in the column labeled "order number" in the order file) (collectively, "Multi Line Orders"), Vendor must consolidate and ship each Product in such Multi-Line Order from the same location, at the same time, in 1 box (or the fewest number of boxes possible given product size / location); provided, however, that:

- a. Vendor may ship each Product in a Multi-Line Order from different locations if the inventory to fulfill such Multi-Line Order is held in different locations and shipping each Product together would delay delivery; and
- b. If any Product in a Multi-Line Order cannot be filled in full, Vendor shall (i) fulfill each Product for which all ordered units are available, (ii) hold each Product for which no/partial units are available and (iii) fulfill any missed Product separately once all ordered units are available (i.e., Vendor should never ship a partial Product in a Multi-Line Order).

Your order(s) will not be considered complete and payment will not be processed until tracking is uploaded.

- Import tracking numbers 24 hours prior to when packages are to be picked up and scanned by your carrier. Note: When you upload tracking, a tracking confirmation email will be sent to the customer so please ensure packages will be scanned and picked up within the agreed upon timeframe.
- To properly provide tracking information, fill out the last 2 columns of the associated CSV: **carrier and tracking number** (Column T & U only).
- IMPORTANT TRACKING REMINDERS:
 - Do not add, remove, or rearrange columns.
 - Only accepted carriers can be input into Column T.
 - If your carrier is not listed in the chart below but is trackable on AfterShip, then search the link (<https://www.aftership.com/en/couriers>) to see if your carrier is one of the 395 carriers supported by Aftership. If your carrier is trackable on Aftership, you may upload tracking on the CSV file with the carrier name "Aftership".
 - If your carrier is not on the chart below and is not trackable on Aftership, please email vendortracking@stackcommerce.com for further assistance.

Accepted Carrier List:

A-1 International	GLS	SANDD
Airmail	Hongkong	SF Express
Amazon Logistics	Hermes UK	Singapore Post
Bpost EMS	Hongkong Post	Spee-Dee
Canada Post	Prestige	Swedish Post
China EMS	LaserShip	Thailand Post
China Post	Malaysia Post	TNT Express
Colissimo	OnTrac	UPS
Deutsche Post	Parcel Force	UPS Mail Innovations
DHL	PostNL	USPS

DHL Global	Range Intl	
FedEx	Royal Mail	

DHL Global	Range Intl	
FedEx	Royal Mail	

Vendors are responsible for coordinating fulfillment coverage for any vacations or extended periods away. Please be sure to set up an out-of-office message with the best point of contact in your absence. Additionally, you must notify vendortracking@stackcommerce.com that you will be away so we can adjust your product(s) lead time(s) accordingly to avoid unnecessary late orders and accompanying fees.

III: PAYMENT INFORMATION

StackCommerce shall remit payment to the Vendor according to the Payment Terms set forth in the Vendor Agreement and/or Promotional Agreement(s). A third party payment processor may be used by StackCommerce to process payments. In some instances, the third party will require additional personal identifying information to comply with Applicable Laws. Fees for transferring funds may be deducted from payments to the Vendor. Fees may vary by payment method and payment amount, and may be changed at any time.

So long as Vendor has fully and properly fulfilled its obligations prior to the date of the applicable payment and provided tracking information for physical Product(s), whether shipped directly or redeemed through vouchers, and subject to the other provisions of the Agreement, StackCommerce shall pay Vendor the "Remittance Amount" for each purchased and shipped Product(s) as long as the Purchaser has neither returned the underlying Product(s) to Vendor nor received a refund from StackCommerce in connection with the Offering as of the date of payment.

For all Offerings involving physical Product(s), including but not limited to digital redemptions for physical Product(s), the Remittance Amount will be calculated for all orders for which tracking information has been provided. Credit card processing fees (fixed at four percent (4%)) will be calculated based on the total Customer Purchase Price and are subtracted from the Remittance Amount for all Offerings. Additionally, any applicable refunds, credits, fees, and/or chargebacks will be deducted from payments due to the Vendor. StackCommerce may choose to charge Users an additional processing/warranty fee in addition to the Promotional Price. If StackCommerce elects to charge an additional processing/warranty fee, it will not be

included as part of the Vendor Remittance Amount. Additionally, if Vendor elects to have an accelerated payout, the fee will not be counted towards Vendor Remittance Amount.

ACCOUNT SETUP

You must complete these steps to get paid. For questions, please contact our finance team at ap@stackcommerce.com.

1. Login to your [Vendor Portal](#).
2. Select “Account” on the left-hand side, then select the “Payment Info” tab.
3. Fill out all partner information in 3 simple steps. Ensure you’ve selected your payment method, and have completed your proper tax form. We recommend that our international partners select PayPal.

TRACK YOUR EARNINGS

1. Log into your Vendor Portal [here](#).
2. Click on “Earnings” on the left-hand side of the page.
3. Select “Earnings” to view your monthly or all-time sales revenue.
4. Apply filters to track your earnings and refunds and download via CSV file.

PAYMENT HISTORY

1. Click on “Earnings” on the left-hand side of the Vendor Portal (login [here](#)).
2. Select “Payment Status.”
3. Track the total amount paid to you by StackCommerce.
 - a. Select the arrow next to a payment to see more payment details.
 - b. Export to excel as needed.

CHARGEBACKS AND DISPUTE FEES

- StackCommerce reserves the right to deduct any fees or charges allocated by customer chargebacks and/or disputes from the vendor's payment at Stack's discretion (including but not limited to rejected payment fees, non-shipment of items, defects or shipping products not as advertised). Please refer to the section titled “Non Compliance and Chargebacks” to see a complete list of deductions and chargeback fees.

TAX FORMS

See the tax form questionnaire located in your Vendor Portal if you need help finding out which tax form to

complete.

PAYMENT SCHEDULE

Payment will be issued based on order date, not sale start date, and will be issued within the first 14 business days of the subsequent month of the following full calendar month. Please allow 5-7 business days for processing.

Example: Sale is live January 1st - March 15th. All orders placed in the month of January will receive payment in March. Orders placed in February will receive payment in April. Orders placed in March will receive payment in May.

For Orders Placed in:	Payment Will Occur in First Week Of:
January	March
February	April

Your signed partner agreement may override the above schedule. After your 1st Payment, you will be paid monthly. StackCommerce reserves the right to hold or delay funds based on reasonable information available if Stack believes that a transaction may result in a return, dispute, chargeback or other claim.

IV: CUSTOMER SUPPORT

Vendor is the seller of the Offering(s) and, once StackCommerce distributes the Products, Vendor shall be solely responsible for all customer service in connection with fulfilling the Offering and supplying the Products. In performing its customer service duties in connection therewith, Vendor shall use its best efforts to timely resolve any reasonable customer complaints in a manner that preserves StackCommerce's good reputation and best interests. The Vendor Success Guide provides additional terms regarding Vendor's customer service responsibilities and shall govern in the event of conflict with the Promotional Agreement or these Terms.

We offer an expert Customer Support team with an industry-leading NPS score. We are pleased to serve and make all customers happy. All Vendors must provide both a valid email address and telephone number where they can be contacted by our Support Team for assistance resolving customer inquiries. Failure to respond to a StackCommerce inquiry within 3 business days may result in a fee deducted from the next payment.

In the event of a return, we will reach out to your designated “fulfillment contact” in the Vendor Portal to facilitate any returns or exchanges.

V: CERTIFICATE OF LIABILITY INSURANCE (COI)

Vendor is required to provide one copy of a Certificate of Liability Insurance (COI) for a single annual coverage for all physical Offerings. The client name on the COIs should be listed as “Stacksocial, Inc.”

VI: TERMS AND CONDITIONS

1. General Terms and Conditions.

These Terms and Conditions govern each Order, Order Batches, Purchase Orders, and/or Consignment Orders and are effective (i) upon receipt of the Promotional Agreement; or (ii) if no Promotional Agreement is executed, upon execution of a Purchase Order and/or Consignment Order. These Terms and Conditions, together with the Terms and Conditions for Vendors and any other terms and conditions expressly incorporated by reference herein, constitute the entire agreement between the Vendor and StackCommerce. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms.

2. Resale of Product(s).

(a) Vendor acknowledges and agrees that StackCommerce shall have the right, in its sole discretion, to market and resell the Offering through its site, other distribution channels owned, controlled or operated by StackCommerce’s affiliates or third party business partners and that StackCommerce will establish its own resale pricing and terms.

(b) Vendor agrees to provide any changes or updates to the Offering within 24 hours of receipt of the Promotional Agreement. Any changes or updates after the 24 hours may be subject to chargebacks or fees. The parties acknowledge and agree that changes to the Offering such as, quantities, pricing, or lead times, must be sent by Vendor to StackCommerce via email. The parties further acknowledge and agree that such communications, and any provision of the Orders thereunder, shall be incorporated by reference into the applicable Order documents and shall be subject to

these Terms and Conditions. Any changes or updates to the Offering will be effective from the date StackCommerce accepts such changes and the parties acknowledge that the acceptance of such changes must happen in writing.

(c) Within one business day of receipt of the Promotional Agreement, Vendor will provide StackCommerce with the following: (i) at least one sample of the Product(s), which sample accurately represents the Product(s) that will be supplied to StackCommerce or its customers under the Promotional Agreements (including any sample of the Product(s) provided prior to execution of the Promotional Agreement, each, a “Sample”); (ii) a Certificate of Origin attesting to the country of manufacturer of the Product(s), if requested; (iii) at least one high quality, high resolution, digital images of the Product(s) for each SKU set forth in the Promotional Agreement, in a form acceptable to StackCommerce, that conforms to the Image Requirements set forth below (each, a “Qualifying Image”), which does not infringe, misappropriate or otherwise violate any intellectual property right or right of privacy or publicity of any third party, and which Vendor has the right to provide to StackCommerce and to authorize StackCommerce to use in connection with the promotion and resale of the Product(s) as set forth herein; and (iv) an electronic copy of any warranty included with the Product(s). Each Qualifying Image must be at least 1920 pixels wide and 1080 pixels tall in a horizontal orientation, in a .JPG or .PNG format and without any logos (collectively, “Image Requirements”). Each Qualifying Image must be labeled by Product Name and must accurately depict the Product. In addition to any other rights or remedies of StackCommerce pursuant to these Terms and Conditions or under Applicable Law, in the event Vendor fails to provide Qualifying Images that meet the Image Requirements and StackCommerce instructions

or provides Images that fail to accurately depict the Product(s), Vendor will promptly pay StackCommerce the following applicable amount, which may be deducted from Remittance Amounts, calculated based on the number of applicable Product(s) for which Vendor either failed to provide or provided inaccurate Images. 1-3 Products: \$500, 4-10 Products: \$1,000, 11+ Products: \$2,000. Vendor acknowledges that the foregoing amounts are estimates of the actual costs StackCommerce incurs when Vendor fails to provide qualifying Images and that such amounts are intended as liquidating damages, and not as penalty. If multiple Qualifying Images are sent, Vendor acknowledges that StackCommerce reserves the right to select the images the best represent the Product(s) and brand.

(d) Upon request, Vendor shall provide StackCommerce with provenance documentation to verify the sourcing and authenticity of the Product(s), including but not limited to a full invoice chain evidencing the purchase of the Product(s) from the manufacturer or an authorized distributor thereof.

(e) If Vendor is providing Drop-Ship Product(s), Vendor acknowledges and agrees to the restrictions on Vendor's treatment and use of Customer Data (as defined below) set forth in Section 14 ("Customer Data Restrictions"), and Vendor will at all times comply with such Customer Data Restrictions. References to Vendor's shipment or delivery obligations herein shall be deemed to refer to Vendor's obligations, and upon receipt of an Order from StackCommerce, in accordance with these Terms and Conditions, the other chapters of the Vendor Guide (as defined below) and StackCommerce's instructions. Vendor shall be responsible for all customer support to its customers in connection with the Product(s).

3. Orders.

(a) If Vendor is providing Drop-Ship Product(s), Vendor acknowledges and agrees that receipt of customer names and shipping addresses from StackCommerce via Partner Portal shall constitute StackCommerce's exercise of the Order (in whole or in part) such that Vendor is responsible for fulfilling its shipment and delivery options and other requirements under the Promotional Agreement, these Terms and Conditions, and the Terms. The receipt of such Customer Data shall stand in for and constitute receipt of an Order and hereunder.

(b) StackCommerce shall have the right to modify, change or suspend Orders or any written instructions, including, but not limited to, the Product(s), the quantity of Product(s) subject to an Order or the delivery dates, upon written notice to the Vendor. The parties acknowledge and agree that certain matters such as material and product releases, changes in delivery dates, delivery or shipment instructions, variances in orders and other similar matters may be sent by StackCommerce to Vendor via email or facsimile. The parties further acknowledge and agree that such communications, and any provision of the Orders thereunder, shall be incorporated by reference into the applicable Order documents and shall be subject to these Terms and Conditions.

(c) During the performance of the Order documents, Vendor shall not make any changes in the design, material, process, procedures or practices affects Product(s) to be furnished by Vendor without the prior written consent of StackCommerce.

(d) Any and all modifications or amendments to these Terms and Conditions shall be in writing and signed by an authorized representative of StackCommerce. StackCommerce expressly rejects any additional or inconsistent terms and conditions offered by the Vendor at any time and not agreed to in writing and signed by StackCommerce, notwithstanding any payment by StackCommerce.

4. Vendor Guide. Vendor agrees to and will comply with all of the terms of the Vendor Guide of which these Terms and Conditions are set forth (the "Vendor Guide"). StackCommerce reserves the right, its sole discretion, to modify any part of the Vendor Guide at any time. Any changes to the Vendor Guide will be effective upon the next Order Date or the next Promotional Agreement Effective Date, whichever is earlier.

5. Payment Terms and Delivery.

(a) Subject to the other provisions of these Terms and Conditions (including, but not limited to, Vendor's obligations) and the Option and Purchase Documents, StackCommerce shall remit to Vendor the aggregate, undisputed amount due under an Order, within the number of days set forth in the Vendor Agreement and/or Promotional Agreement under "Payment Terms" after StackCommerce's receipt of all electronic carrier tracking numbers and confirmation that all Product(s)

purchased by Users have shipped. The credit card processing fees and any applicable refunds and credits and/or chargebacks, will be deducted from payment due to Vendor.

(b) Unless otherwise set forth in the Promotional Agreement, the Unit Price set forth in the Promotional Agreement includes all applicable taxes and fees chargeable to StackCommerce (including, without limitation, any value-added taxes or consumption taxes), except sales taxes, which shall be shown separately where applicable. StackCommerce shall not incur any charges for packing, crafting, freight, shipping, handling, local cartage or any other charges unless expressly identified. Vendor is responsible for clearing the Product(s) for import, if applicable, and paying any applicable duties, taxes and other fees in connection therewith. Vendor is responsible for carriage and insurance costs to the delivery destination.

(c) Time is of the essence with respect to the provision of Offering and the performance under the Promotional Agreement and Vendor Success Guide. No acts or omissions of StackCommerce, including, without limitation, modifications of the Promotional Agreement or acceptance of late shipments or deliveries, shall constitute a waiver by StackCommerce of the foregoing sentence.

(d) Vendor shall furnish only the Product(s) identified in the Promotional Agreement and these Terms and Conditions in accordance with the stated price(s) and shipment and delivery schedule. Vendor shall meet StackCommerce's requirements and comply with StackCommerce's schedule. Vendor shall notify StackCommerce immediately in writing of any actual or potential delay or threat to delay the timely performance of Vendor.

6. Returns. Vendor agrees to accept returns for any reason up to thirty (30) days after the customer has received or claimed the Product(s). A return will refer to any previously purchased Product(s) that are (i) provided back to the Vendor in exchange for receiving a refund to the original form of payment; (ii) exchanged or substituted for another identical item; and/or (iii) returned for site credit. In any event, Vendor agrees to (i) accept returns of a defective Offering or nonconforming items in or a part of any Offering at all times and pay (or reimburse a purchaser for) any and all costs associated with the return of such Offering(s); (ii) accept returns for any reason up to 30 days after the

customer has received or claimed the Product(s); and (iii) will not impose a more restrictive return policy on purchasers than Vendor's regular return policy as applied to Vendor's purchasers in the ordinary course of Vendor's business. For any returned or refunded digital Product(s), Vendor has the sole responsibility to deactivate the code as deemed necessary. StackCommerce will have 90 calendar days from Vendor's remittance date to invoice Vendor for any refunds ("Invoice Period").

7. Samples. With respect to any Samples provided to StackCommerce before, on or after any Promotional Agreement Effective Date, Vendor represents and warrants that it has full right, title and interest in and to the Samples (prior to StackCommerce's receipt thereof) and Vendor's submission thereof does not and will not violate the rights of any third party. Vendor acknowledges and agrees that (i) title of the Samples passes (or passed) from Vendor to StackCommerce upon receipt thereof by StackCommerce; (ii) StackCommerce may use the Samples in its sole discretion for any purpose whatsoever; (iii) Vendor has not and will not submit any Samples which cannot be replaced or which Vendor desires to be returned, unless otherwise agreed to; and (iv) StackCommerce is not responsible for the handling, arrival or return of any Samples and has no obligation, liability or responsibility to return, pay for or otherwise compensate Vendor for any Sample sent to StackCommerce.

8. Audit and Inspection.

(a) All Product(s) shall be subject to inspection and acceptance by StackCommerce before, during and after shipment, delivery or performance. Without limiting any of StackCommerce's rights or Vendor's obligations hereunder, inspection by a customer of StackCommerce upon or after shipment or delivery of the Product(s) or before, during or after performance of the Product(s) shall constitute inspection of the Product(s) or Product(s) by StackCommerce for purposes of these Terms and Conditions. In addition to any other rights StackCommerce may have: (i) if Product(s) are found to be out of compliance with the Promotional Agreements, these Terms and Conditions, or under the other provisions of the Vendor Guide, Vendor's representations and warranties, a Sample (if any) and/or StackCommerce's written specifications or instructions, and/or found or alleged by a credible source to be in violation of Applicable Law (as defined in Section 15 below) and/or found or alleged by a credible source to infringe, dilute, misappropriate or otherwise

violate any intellectual property law or right of privacy or publicity (in each case, "Out of Compliance"), StackCommerce shall have the right to return such Product(s) to Vendor for correction, replacement, credit or refund, as StackCommerce may direct and at Vendor's expense; and (ii) if the Product(s) are found to be Out of Compliance, Vendor shall, at StackCommerce's option, either refund to StackCommerce the amount paid for the Product(s) or perform the Product(s) again at no expense to StackCommerce or any customer in a proper manner to provide StackCommerce and each applicable customer with the result originally contemplated by StackCommerce. Cost of inspection, storage, shipment, transportation, repacking or reinspection by StackCommerce or any customer in connection with Out of Compliance Product(s) shall be at Vendor's expense, and Vendor shall pay any such amount to StackCommerce immediately upon notice thereof. In addition to StackCommerce's other rights and remedies, if an inspection discloses that part of the Product(s) or Product(s) received were Out of Compliance, StackCommerce shall have the right to cancel any unshipped or unrendered portion of the Purchase Order. Payment for Product(s) or Product(s) prior to inspection, even if such prior payment was made to obtain a discount, shall not constitute acceptance thereof and shall be without prejudice to any and all claims that StackCommerce may have against Vendor.

(b) StackCommerce's or any customer's failure to inspect does not relieve Vendor of any responsibility to furnish the Product(s) in accordance with the Promotional Agreements, Terms, and these Terms and Conditions. Acceptance of all or any part of the Product(s) provided hereunder shall not be deemed to be a waiver of StackCommerce's right either to cancel or to return all or any portion of the Product(s) because the same are Out of Compliance or by reason of defects (latent or patent) or other breach of warranty.

9. Term and Termination.

(a) The term of these Terms and Conditions shall commence on the date of the earliest Promotional Agreement and, unless terminated earlier in accordance with these Terms and Conditions.

(b) StackCommerce may terminate any Promotional Agreements in whole or in part at any time upon written notice to Vendor.

(c) Upon the termination of a Promotional Agreement, in whole or in part, by StackCommerce for any reason, with or without cause, Vendor shall immediately: (i) cease furnishing any Product(s); and (ii) preserve and protect (A) any Product(s) on hand, purchased for or committed to based on an Order or (B) Product(s) in progress and materials on hand purchased for or committed to based on an Order, pending StackCommerce's instruction. StackCommerce may, in its sole discretion, take possession of all Product(s) in progress. Vendor shall not be paid for any Product(s) procured or performed after Vendor's receipt of the notice of termination. Vendor shall be obligated to mitigate all damages, including, without limitation, by not incurring costs that could reasonably be avoided and by consuming or selling to others, in its ordinary course of business, Product(s) or materials used to manufacture or perform the Product(s).

10. Nonexclusive Order. This is not an exclusive agreement. StackCommerce is free to engage others to perform and/or provide Product(s) the same as or similar to Vendor's.

11. Exclusivity. Vendor agrees not to enter into any affiliate commerce and/or distribution agreement directly with StackCommerce Publishers during the Term, and for a period of six (6) months following the Term. Should Vendor breach this non-solicitation clause, a penalty payment to StackCommerce equating to 50% of Vendor's trailing twelve months of earnings from the StackCommerce Publisher in question will be deducted from Vendor's current and future unpaid earnings.

Non Compliance and Chargebacks

Note: These chargebacks are unique and may be applied cumulatively. Please be sure to read the following chargebacks carefully.

Reason	Explanation	Chargeback
Missing Tracking	Tracking information must be uploaded to Vendor Portal	10% of Remittance Amount
Wrong Tracking Number Uploaded	Each tracking number must correctly reflect shipping details of the order shipped	\$5 per order
Late Movement After Tracking Upload	Product(s) must be shipped within 24 hours once tracking is uploaded and must show consistent movement.	10% of Remittance Amount + additional 2% per day late
Incorrect Reference Field Data	Vendor must provide StackCommerce with accurate data. (e.g. such as on the line sheet or bulk ingest sheet)	\$1 / unit
Late Orders	Product(s) do not arrive to the customer within the agreed upon maximum delivery time frame	10% of Remittance Amount + 5% per day late, up to 30% or \$10 per unit, whichever is greater
Orders Lost-in-Transit	Tracking shows the Product(s) were picked up by a carrier but were never delivered to the customer	100% of Remittance Amount + \$5 per unit
Orders Never Shipped	Tracking does not show movement within 5 business days of tracking being uploaded	100% of Remittance Amount + \$5 per unit
Product Received Damaged / Defective	Products must be sufficiently packaged to prevent damage	100% of Remittance Amount + \$5 per unit
Product Received Not As Advertised	Vendor must ship the Product(s) identified in the Promotional Agreement	130% of Remittance Amount
Missing Pieces	Vendor must ship the Product(s) identified in the Promotional Agreement	\$5 / unit
Empty Package	Vendor must ship the Product(s) identified in the Promotional Agreement	100% of Remittance Amount + \$5 per unit
Vendor Branding /Promotion	Vendor may not include any promotional inserts or own branding with Product shipments	\$0.50 / order
Oversold Orders	Vendor must meet Reserved Quantities. If Vendor fails to meet Reserved Quantities, we will cancel the subsequent orders and offer customers a site credit.	100% of Remittance Amount per unit affected + up to \$10 / unit
Changes to Offering after 24 hs of Promotional Agreement receipt	If changes to the Offering need to be made, Vendor must provide those updates within 24 hours of receipt of the Promotional Agreement.	\$5 / unit
Credit Card or Dispute Chargebacks	If a customer files a claim with their credit card company for any of the following reasons: (a) customer	100% of Remittance Amount per unit + \$10 per unit

	<p>did not receive the item (b) customer returned the item but did not receive a refund or (c) customer received a damaged or defective product and wins the dispute, the payment processor will assess a dispute fee.</p> <p>To avoid this chargeback, Vendor must ensure that Product(s) are received by Customer in a timely manner and as advertised</p>	
Non-responsive	Failure to reply to a StackCommerce Support inquiry within 3 business days	\$100 per unique Offering(s) affected
Refund Chargeback	Customer refunded due to vendor-faulted reason (including but not limited to late, lost-in-transit, received damaged, defective, not as advertised)	\$5 for Promotional Price <= \$20; \$10 for Promotion Price > \$20; 10% of Remittance Amount per unit when Promotional Price > \$100

Code of Conduct

StackCommerce is committed to conducting business in accordance with all ethical standards and in compliance with the laws of countries in which we produce, buy, or sell Product(s). If StackCommerce finds any Vendor in violation of the Code of Conduct, StackCommerce reserves the right, in its sole discretion, to terminate any and all Promotions and to remove all references to the Offering(s) from the Network; and redirect or delete any URL used in connection with the Offering(s).

Code of Conduct:

- No forced labor: The use of forced or indentured labor of any kind is forbidden.
- No child labor: All workers must be at least the local legal age
- Human Trafficking, Slavery and Forced Labor: All forms of human trafficking, slavery, and forced labor are forbidden, including physical abuse and corporal punishment.
- Health and safety: Working conditions must meet local health and safety regulations
- Work hours: Working hours should follow local limits
- Wages and benefits: Wages should be set at or above local minimum wage requirements (including overtime), and cannot be deducted as disciplinary action, except as prescribed by local law.
- Non-discrimination: Employment (salary, benefits, promotion, training, termination) must be based on merit and ability, not on beliefs or race.
- Freedom of association: Suppliers and subcontractors shall recognize and respect the right of employees to freely associate in accordance with the laws of the countries in which they are employed.
- Harassment or Abuse: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.
- Anti-Bribery: Vendor shall not make or receive any corrupt or inappropriate payments and shall comply with all applicable laws, specifically the United States, United Kingdom, and local anti-bribery laws.
- Environment and Sustainability: Vendors must comply with all applicable environmental laws specific to the country of manufacture/service. Vendors should measure, report and reduce their carbon footprint.
- Conflict Minerals: Vendors shall comply with all U.S. and other local laws related to the sourcing and use of conflict minerals and make all reasonable efforts within their own supply chains to ensure no conflict minerals are used in the products sold to StackCommerce