

## Designer/Maker and Seller Agreement

Effective \_\_\_\_\_

The following terms of this License Agreement ("Designer", "Makers") and "Seller" (for the purposes of Seller means a person who uses the Ink Factory's Platform i.e. [www.inkfactory.com](http://www.inkfactory.com) to post his/her products for sale) apply if you create Products with Ink Factory's ("Ink Factory," "we" or "us") design tools and/or post for sale Content to be displayed and/or offered for sale on websites, mobile sites, via marketplace listings, and/or apps (i) owned or operated by or for Ink Factory, or (ii) managed by an Ink Factory owned account, or (iii) on Ink Factory -branded pages on which Products are displayed and posted for sale (collectively, the "Website"). Users of the website who upload Designs for Products are referred to as "Designers" or "Makers".

### DECLARATION:

By offering and selling its designs as well as products on Ink Factory's Website, the "Designers" or "Makers" and "Seller" has the opportunity to receive a commensurate, predetermined remuneration/royalty outlines in this Agreement. In doing so, the "Designers" or "Makers" will incur no costs (no applications fees, no membership fees, or otherwise hidden costs).

After successful verification, the "Designers" or "Makers" and "Seller" will receive confirmation from Ink Factory and be registered by Ink Factory as "Designers" or "Makers" and "Seller" After the successful registration the "Designers" or "Makers" and "Seller" may transmit its designs to Ink Factory for selling.

After the designs are reviewed by Ink Factory in accordance with the pattern specs (standards of quality) the designs are activated by Ink Factory for sale. Ink Factory reserves the right to select its "Designers" or "Makers". The "Designers" or "Makers" and "Seller" has the opportunity to use an additional, worldwide sales-channel by offering its designs or products by Ink Factory.

### LICENSES.

The "Designers" or "Makers" and "Seller" grants Ink Factory the right to use the designs without limitation in time, place and content. Upon receipt of the design, Ink Factory will be authorized to use the design without limitation at the exclusion of the rights of third parties and, in particular, of the Designer (creator) itself or Maker (Creator) and to grant simple rights of use to third parties; (e.g. the designs can be sold more than once by Ink Factory). The "Designers" or "Makers" and Seller agrees that all rights of use are transferred to Ink Factory upon completed transmission of a design to Ink Factory.

By uploading Content to the Site or creating Content with Ink Factory's design tools, you grant the following licenses to Ink Factory: the nonexclusive, worldwide right to use, reproduce, publicly display, sell, and distribute the Content (a) in or on Products and (b) in advertising, marketing, samples, and promotional materials for the purpose of promoting the Site, your Content and Products.

Without limitation, this promotion, marketing, or advertising may consist of: (i) display of your Content and/or Products; (ii) promotional "streams" of audio/video/photographic content,

including but not limited to your Content, on the Website, (iii) Products or Content placement in magazines, television shows, movies, and other media; and (iv) the sale of Content and Products available on the Site through third party product feeds and websites. You also grant us the license by checking this Agreement and the right to make modifications to your Content as necessary for viewing/sale on a particular Product or for other manufacturing or Site-related purposes. If you select the "customizable"

option, you also agree that Ink Factory and visitors to the Site ("Users") may make changes to the Content for the purposes of creating and ordering Products.

You retain all copyright and other intellectual property rights in your Design. You may delete or hide your Content from the Site at any time, but due to caching and other technical issues, it may take a number of days for it to be completely removed from the Site. Upon the removal of a Design, the licenses above will terminate, except that Ink Factory may continue to use or access your Content (i) to fulfill any orders placed prior to termination, (ii) in marketing and promotional materials if such materials were created prior to removal of the Design, and (iii) to defend against or respond to infringement claims.

#### APPOINTMENT AS AGENT AND ACCESS TO THE PLATFORM/SELLER PORTAL/WEBSITE

- The seller appoints Ink Factory as its commission agent for the limited purpose of selling the products on the Platform.
- Ink Factory shall provide the seller with a unique username and password to access the Seller Portal and complete the registration process, which includes the providing a Seller's legal name, address, phone number and e-mail address. This Agreement shall come into force on the completion of the registration process.
- All information's regarding the Seller's transaction, contracts, inventory correspondence with and messages and alerts between the Ink Factory and the Seller, the latest version of the Platform policies shall be available for viewing at the Seller Portal.
- The Seller Shall be solely responsible for the safety and security of its password and shall not disclose its password to any third party. The Seller is solely responsible for any use of or action taken under the password and shall fully indemnify Ink Factory from, any damages or injury resulting from an unauthorized use of its password.
- Any correspondence or communication received through the Seller Portal shall be presumed to originate from and have been made with the approval of the Seller and Ink Factory shall be entitled to rely on such correspondence or communication. The Seller further indemnifies Ink Factory from any third party liability arising as a result of any act done or omission made by Ink Factory in reliance to any communication received by it through the use of the password.
- The Seller's use of the Platform and access to the Seller Portal is subject to this Agreement and the Platform policies and the Seller agrees to be bound by the terms of this Agreement and the Platform policies, as they may be modified or changed from time to time.

#### FEATURING PRODUCTS ON THE PLATFORM/SELLER PORTAL/WEBSITE

- Ink Factory shall feature Seller's Products on the Platform/Seller Portal/Website for sale at the given listed price. Platform/Seller Portal/Website shall show the Seller's name with product and the same shall appear on invoice issued to Buyer{Kindly see if this clause suits you}
- The manner in which the Product(s) are featured on the Platform/Seller Portal/Website and its placement on the Platform/Seller Portal/Website shall be the sole responsibility of the and at the discretion of the Ink Factory.
- Any particular Product(s) featured on the Platform/Seller Portal/Website may be delisted by Ink Factory if sale of that product would contravene any law or the Seller breaches any of its obligations under this Agreement and in such case, the Seller shall be notified immediately.
- Featuring any Product on the Platform/Seller Portal/Website shall constitute an offer of sale by the Seller to all persons using the Platform/Seller Portal/Website.
- Where the buyer places an order for purchasing a Product through the Platform/Seller Portal/Website, it shall be deemed to an acceptance of the Sellers offer to sell the Product and a binding contract shall come into force between the Buyer and Seller.
- Seller will be directly responsible for providing after sales service on all Products sold by them, as per the warranty and after sales guidelines mentioned in the Required Product Information, unless explicitly mentioned as otherwise.

## WHAT IS PROHIBITED?

Here are some of the basic rules for labeling your Content and Products:

- Only use accurate and relevant terms that describe the specific Content or Product in your listing.
- You may use relevant synonyms.
- You must not label a Content or Product with related, but inaccurate words.
- You may not intentionally misspell your Content or Products (unless such misspelling is part of the Design).
- You may use a short descriptive phrase as a tag if it accurately describes your Content.
- You may not stuff multiple words into a single tag that do not comprise a descriptive phrase.
- You should only state what the Product is, not what the Product may become or potential uses for the Product.
- You may not use words that are derogatory.
- You may not use malicious tags or descriptions.
- You may not use copyrighted or trademarked material, unless you are the IP holder.
- Tags or attributes that are duplicates are not allowed.

If you are uncertain as to whether a tag/description falls into one of the categories listed above, contact Ink Factory by email at: [copyright@InkFactory.pk](mailto:copyright@InkFactory.pk) or by telephone at +92 307 3331616

If you do not follow the rules set forth above, Ink Factory may:

- Delete the Content or Product(s);
- Suspend your "Designers" or "Makers" account with Ink Factory ("Account");
- Withhold any Earnings for Content or Products that contain inappropriate or inaccurate descriptive information; and/or
- Terminate your Account (you hereby agree to forfeit any Earnings if Ink Factory, in its sole discretion, finds it necessary to terminate your Account for violation of the rules in the User Agreement and/or this Agreement)

#### **HOW DOES INK FACTORY ENFORCE THESE RULES?**

Ink Factory may take the following actions to enforce the terms of this Agreement:

- Send a notification informing you of the offending action, behavior, tag, spam or description and request that you take corrective action immediately;
- Make your Content or Product(s) unavailable;
- Delete your Content or Product(s);
- In the case of certain repeat offenders, we will, in our sole discretion, withhold payment of your Earnings; and/or
- In the case of certain repeat offenders, we will suspend and/or terminate your Account.

Additionally, we reserve the right at any time to remove, limit, suspend, terminate our service and "Designers" or "Makers" accounts, prohibit access to the Site and any related content, services and tools, delay or remove Content and Products (including websites) from the Site and discontinue our relationship with any "Designers" or "Makers" who we determine in our sole discretion are in violation of the above-listed guidelines, including but not limited to tags that infringe the intellectual property rights of third parties, or are unlawful, fraudulent, threatening, libellous, defamatory, obscene or otherwise objectionable. Any Account posting or hosting objectionable Content or recommending objectionable websites are subject to termination. Also, we reserve the right to remove Content that we determine in our sole discretion is primarily intended to promote a product or service.

#### **PRICING.**

Ink Factory determines the price at which Products are sold on the Site. You can see obtain Ink Factory's standard retail prices from Ink Factory management. The actual retail price for Products incorporating your Content may vary based upon your Royalty Rate (see below).

#### **COMMISSION:**

As agent for the Seller, Ink Factory shall be entitled to receive a commission for the sale of each Product on the Platform/Seller Portal/Website as stipulated unless specified otherwise in the Special Terms.

#### **ROYALTY.**

You set your own margins and determine what you will earn from each sale. Choose any royalty rate from 5% up to 99% and we'll increase the product price so you earn that royalty.

Base Price + Your Royalty Percentage = Retail Price

Royalties are only paid on Products that incorporate your Content. Ink Factory will not pay you Royalties on articles or items that are optional or which by themselves are not essential to the Product but when they are added to Products they make them more useful, versatile, or attractive ("Accessories"), even when purchased at the same time as a Product that incorporates your Content. Accessories include but are not limited to shoe laces, hangers, framing, and skateboards wheels and trucks.

We encourage you to review our guidelines and familiarize yourself with what constitutes Content violation. As noted above, you agree that you will forfeit any Earnings for Content or Products that violate our Content guidelines and rules.

#### **PAYMENT TERMS.**

For Payment Terms, please see the **Ink Factory "Designers" or "Makers" Agreement.**

#### **REPRESENTATIONS AND WARRANTY.**

The "Designers" or "Makers" warrants that the design and product meets the requirements pursuant to the pattern specifications. In particular, the "Designers" or "Makers" guarantees that the design is free of proprietary rights of third parties that limit or exclude a contractual use of the design and products. The "Designers" or "Makers" also warrants that the design is not registered as a design or product patent or has been protected, and that the "Designers" or "Makers" is obligated not to register the design and product as a design and product patent. The "Designers" or "Makers" is to inform Ink Factory without delay in the event that claims for infringement of proprietary rights are asserted against the "Designers" or "Makers" You represent that:

- You are the owner of the Content or that the Content is in the public domain;
- You have the legal right grant this license to Ink Factory and to enter into this Agreement;
- To your knowledge, no one else claims ownership of, or exclusive rights to, the Content;
- The Content does not infringe the privacy, celebrity, moral or other rights of any third party;
- The Content does not contain any defamatory, obscene or discriminatory content or any illegal material; and
- Ink Factory may legally make and sell Products incorporating the Content without infringing the rights of any third party and without being obligated to make any payments to, or obtain any permission from, any third party.
- If the Design or Product is claimed by third party for copyrights, patents or any other legal claims, Ink Factory will not be responsible, or answerable to any party, "Designers" or "Makers". The "Designers" or "Makers" will Responsible for their acts Designs or Products which is selling or displayed by Ink Factory with legal permission of "Designers" or "Makers".

## **LIMITATION OF LIABILITY.**

The "Designers" or "Makers" or "Seller" expressly and bindingly acknowledges that Ink Factory assumes no liability for any direct, indirect or incidental damages, consequential damages, or resulting consequences, including loss of profit, goodwill, use, data or intangible assets (even if Ink Factory was informed of the possibility that such damages could arise) that result from the provision of services or data or from unauthorised access/modification of his/her data and any possible consequences. The "Designers" or "Makers" or "Sellers" is liable for damages caused by him/her or his/her agents with intent or gross negligence (e.g., transmission of a copy to Ink Factory).

Ink Factory shall not be liable to the "Designers" or "Makers" or "Seller" or deemed to be in breach of this Agreement by reason any delay in performing or any failure to perform any of Ink Factory's obligations if the delay or failure was due to any cause beyond Ink Factor's reasonable control. Without prejudice to the generality of the foregoing the following shall be causes beyond Ink Factor's control:

- Act of God, explosion, flood, tempest, fire or accident war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- Import or export regulations or embargos;
- Interruption of traffic, strikes lock-outs or other industrial actions or trade disputes (whether involving employees of Ink Factory or of third party);
- Interruption of production or operation, difficulties in obtaining raw materials labour, fuel, parts or machinery;
- Power Failure or breakdown in machinery.

Ink Factory may at its option fully or partially suspend delivery/performance while such circumstances continue and Ink Factory shall not be liable for any loss or damage suffered by the Seller as a result of such suspension, including but not limited to from the Seller's failure any Contract with Buyer.

## **TAXATION**

- Tax liability of each party shall be independent from and non-transferable to each other. All the taxes pertaining to Ink Factory shall be borne by the Ink Factory and all the taxes pertaining to "Designers" or "Makers" and "Seller" shall be borne by "Designers" or "Makers" and "Seller"
- In case "Designers" or "Makers" and "Seller" is exempt from applicable taxes, it shall substantiate its exemption certificate on each invoice date.

## **RELEASE.**

If you have a dispute with one or more Users, "Designers" or "Makers" or "Seller", you release Ink Factory (and Ink Factory's officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and

nature, known and unknown, arising out of or in any way connected with such disputes. Disputes shall be governed in terms with the Ink Factory Design & Maker Agreement.

This Agreement supplements the Ink Factory "Designers" or "Makers" Agreement, which is incorporated and it is automatically submitted and agreed by the "Designers" or "Makers" after checking the Agreement checkmark box to the register form on site [www.inkfactory.pk](http://www.inkfactory.pk).

Note:

User, "Designers" or "Makers" must read this Agreement before registering to be a Designer, Maker or Seller on the website.