



SELLER LISTING AGREEMENT

THIS SELLER LISTING AGREEMENT (this "Agreement") by and between CONSIGNMENT CHIC, LLC, an Alabama limited liability company ("Consignment Chic") and _____ ("Seller") is dated to be effective as of the "effective date" set forth on the signature page hereto (the "Effective Date").

RECITALS

- A. Consignment Chic is the operator of the www.consignmentchic.com website (the "Site").
- B. Seller has applied for and been approved for Listing (as defined below) on the Site and the parties have executed this Agreement to reflect their understanding and agreement regarding same.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Listing.** Subject to the terms of this Agreement, Seller shall be permitted to open a "virtual storefront" on the Site (the "Listing") during the Term (as defined below). The Listing will permit Seller to list goods for sale at a fixed price ("Goods") and facilitate communication between Seller and users of the site ("Users") regarding potential sales and purchases of such goods, subject to the terms of this Agreement.
2. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall end on the date that is twelve (12) months from the Effective Date, unless this Agreement is sooner terminated or extended pursuant to its terms (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional one (1) month periods until terminated pursuant to the Section 3 hereof (each a "Renewal Term", and together with the Initial Term, the "Term").
3. **Termination.**
 - (a) Consignment Chic may terminate this Agreement as follows:
 - (i) At any time in its sole discretion without notice or cause. In the event Consignment Chic terminates this Agreement pursuant to this Section 3(a), Consignment Chic shall promptly reimburse Seller a pro-rata portion of any pre-paid Fees (as defined below) for periods extending beyond the effective date of such termination.

(ii) Upon ten (10) days notice to Seller if Seller has breached, or is in breach of, this Agreement or the Terms of Use, including failure to pay any Fees in accordance with this Agreement.

(b) Seller may terminate this Agreement effective at the end of the Initial Term by giving Consignment Chic thirty (30) days advance written notice prior to the end of the Initial Term, or effective at the end of any Renewal Term by giving Consignment Chic at least fifteen (15) days advance written notice.

Sections 7, 9, 10, 12 – 15, 18 and 19 of this Agreement shall survive termination of this Agreement for any reason.

4. **Fees.**

(a) **Fees Due.** Seller shall pay to Consignment Chic the fees as set forth on Exhibit A hereto (the “Fees”), payable as set forth on Exhibit A hereto.

(b) **Refunds.** No refunds will be provided to the Seller for any portion of the Fees paid to Consignment Chic except as expressly provided in Section 3 hereof.

5. **License Grant to Seller.** Subject to the terms of this Agreement, Consignment Chic grants to Seller a revocable, nonexclusive, non-transferable limited license to access and use the Site and all content available on the Site and post offers to sell Goods on the Site (“Seller’s Posts”), solely for Seller’s use in strict accordance with this Agreement and the Limited License and Terms of Use set forth on the Site from time to time (the “Terms of Use”). Notwithstanding the foregoing, Consignment Chic shall have the right to refuse or remove at any time in its sole discretion any Seller Post or content submitted by Seller that Consignment Chic deems objectionable or in violation of this Agreement or the Terms of Use.

6. **License Grant to Consignment Chic.** Seller grants to Consignment Chic a non-revocable, nonexclusive, royalty-free license to use, display, edit and modify the Listing and Seller’s Posts.

7. **Limitations on Right to Use Site.** Seller may use the Site for lawful purposes only. In addition to the limitations set forth in the Terms of Use, Seller shall not:

(a) impersonate any other person or otherwise mislead Consignment Chic or others as to your identity;

(b) sell illegal, counterfeit or stolen merchandise;

(c) infringe on any third party’s intellectual property rights, including copyright, trademark, trade secret, patent or other right;

(d) submit any content to the Site that is obscene, deceptive, defamatory, libelous, harassing or false; or

(e) sell weapons, alcohol or items that have been identified by the U.S. Consumer Products Safety Commission as harmful to consumers or subject to a recall.

8. **Seller Post Requirements.** All Seller Posts listed on the Site by Seller must:
- (a) accurately and completely describe the item offered for sale and the condition of the item to be sold;
 - (b) include a picture of each particular item to be sold (the actual item, not a representative picture of a similar item) clearly showing the condition of the item;
 - (c) the picture of each item must be on a white background, unless the item is white or light colored, in which case a dark background is permissible;
 - (d) only contain information and pictures relevant to the sale of the item;
 - (e) be listed in the appropriate category;
 - (f) include detailed policies for shipping, payment procedures, returns, refunds and other relevant policies that are reasonable according to industry standards;
 - (g) an accurate binding fixed sales price for the item;
 - (h) comply with all other policies and procedures communicated to Seller by Consignment Chic.
9. **Binding Sales.** All sales on the Site are binding. Seller is obligated to complete each transaction in a timely manner, and in no case more than two (2) business days after receipt of full payment from a User.
10. **Seller Representations and Warranties.**
- (a) By listing an item for sale on the Site, Seller represents and warrants that it has all right and title necessary to legally sell the item, that the Seller Post complies with all laws and Consignment Chic policies, including the terms of this Agreement.
 - (b) Seller shall not use any information provided to Seller by a User, including email addresses, shipping information, or telephone numbers, for any reason other than in connection with the specific transaction or other purpose for which it was supplied to Seller by the User.
 - (c) Seller shall comply with all applicable laws, statutes, ordinances and regulations respecting Seller's Seller Posts, sale of goods, and use of the Site.
11. **Passwords.** Seller is responsible for maintaining the confidentiality of its user ID and password for the Site, and is fully responsible for all activities that occur under its account. In the event of any unauthorized use of its account or any other breach of security, Seller agrees to notify Consignment Chic immediately.
12. **Intellectual Property.** As between Seller and Consignment Chic, all title and intellectual property rights in and to the Site, in whole and in part, all content available on the site, and Listing and other materials accompanying the Site, other than the information licensed to Consignment Chic by Seller pursuant to Section 7 hereof, are and shall remain the sole and exclusive property of Consignment Chic. All rights not expressly granted herein are reserved by Consignment Chic.

13. **Indemnification.** Seller agrees to indemnify and hold harmless Consignment Chic and its affiliates, officers, agents, employees, representatives, attorneys, successors and assigns from and against any claims, losses, damages, liabilities, expenses (including reasonable attorneys' fees and expenses) arising from or in any way related to the Listing, the Seller Posts, and Seller's use of the Site, any services or products provided to Users, and/or Seller's breach of this Agreement or the Terms of Use.

14. **Transactions Between Seller and Buyers.** The Site facilitates communication and transactions between Seller and Users. Consignment Chic is not a party to any transaction between any seller or User. Consignment Chic cannot, and does not, monitor or control the actions of any User, including to verify any User's identity or ensure a User's ability or intent to complete any transaction. Any transaction Seller chooses to participate in related to the Site are at Seller's sole risk. By using the Site Seller accepts all risk associated with any transactions related to the Site and agrees that Consignment Chic shall not be liable for any damages or loss Seller may suffer as a result of its Seller Posts.

15. **No Warranties; Limitation of Liability.** CONSIGNMENT CHIC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING CONTENT, INCLUDING, WITHOUT LIMITATION, THE ACCURACY, QUALITY, RELIABILITY, OR COMPLETENESS OF THE CONTENT. CONSIGNMENT CHIC SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS IN THE SITE OR THE CONTENT. CONSIGNMENT CHIC MAKES NO WARRANTY THAT THE CONTENT IS VIRUS OR ERROR FREE, OR THAT THE CONTENT DOES NOT VIOLATE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE CONTENT IS PROVIDED AS IS, AS AVAILABLE AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. CONSIGNMENT CHIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY COURSE OF PERFORMANCE OR USAGE, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES RELATED TO NON-INFRINGEMENT, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE.

IN NO EVENT SHALL CONSIGNMENT CHIC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING IN CONNECTION WITH THIS AGREEMENT, THE TERMS OR THE CONTENT. THE FOREGOING LIMITATION SHALL APPLY EVEN IF CONSIGNMENT CHIC KNEW OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CONSIGNMENT CHIC IS TO CANCEL SELLER'S ACCOUNT AND LISTING AND CEASE USING THE SITE. IN NO EVENT SHALL CONSIGNMENT CHIC BE LIABLE FOR ANY DAMAGES OR OTHER AMOUNTS IN EXCESS OF THE FEES RECEIVED BY CONSIGNMENT CHIC FROM SELLER DURING THE YEAR IN WHICH THE EVENT GIVING RISE TO THE DAMAGES OR OTHER AMOUNTS OCCURRED.

16. **Linking.** Unless instructed otherwise by Consignment Chic, Seller must provide a link on its own commercial website to the Site using the badge and link provided to Seller. Such link shall be functional within thirty (30) days after the Effective Date. If Seller fails to comply with this Section 16, Consignment Chic may place Seller's Listing as inactive and no adjustment to Fees shall be provided.

17. **Affiliations.** Seller is hereby on notice that certain other sellers and advertisers on the Site, included in the Site may be affiliated with Consignment Chic.

18. **Governing Law; Dispute Resolution.** The laws of the State of Alabama govern this Agreement without regard to any conflict of law rules, and the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Seller agrees to attempt, in good faith, to resolve any controversy, claim or dispute relating to, or arising out of or in connection with this Agreement, the Terms of Use or the Site (in each and every case a “Claim”). Any Claim not so resolved shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrators may be in any court having jurisdiction thereof; provided, however, that neither party shall be prohibited by the foregoing provisions of this Section from pursuing temporary or injunctive relief in any forum where such relief may be granted. Any arbitration proceeding initiated hereunder shall be held exclusively in Jefferson County, Alabama. Subject to the foregoing, any dispute or claim that may be submitted for judicial resolution under or in connection with this Agreement, the Terms of Use or the Site may only be brought in state or federal court in Jefferson County, Alabama, which shall have exclusive jurisdiction over such matters. Seller hereby consents to the jurisdiction of such courts, and waive (i) right to trial by jury, and (ii) any objections Seller may have regarding the jurisdiction of or venue in such courts.

19. **Miscellaneous.** This Agreement, the Terms of Use and any supplemental terms, policies, rules and guidelines posted on the Site constitute the entire agreement between Seller and Consignment Chic and supersede all previous written or oral agreements. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Consignment Chic may assign this Agreement at any time to its parent, any subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of Consignment Chic to another entity. Seller may not assign this Agreement to any person or entity. The failure of Consignment Chic to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision in this Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. Seller and Consignment Chic are independent contractors and no agency, partnership, joint venture or other relationship is intended or created by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by Consignment Chic and Seller as of the Effective Date set forth below.

CONSIGNMENT CHIC, LLC

By: _____

Name: _____

Title: _____

SELLER

Signature: _____

Print Name: _____

EFFECTIVE DATE: _____

EXHIBIT A

Fees

1. Calculation of Fees. The Fees shall include Listing Fees and Sales Fees as set forth below:
 - a. Listing Fees. The annual base fee for the Listing shall be Seven Hundred and Eight and No/100 Dollars (\$708.00) (the "Listing Fees") payable as set forth below.
 - b. Sales Fees. Four and One-Half Percent (4.5%) of the sales price on all items sold to Users through the Site (the "Sales Fees").
2. Payment of Fees.
 - a. The Listing Fees may be paid as follows:
 - (ii) annually in one lump sum within ten (10) days after the Effective Date, subject to a five percent (5%) discount.
 - (iii) monthly (Fifty Nine and No/100 Dollars (\$59.00) per month), by credit card payment, not subject to any discount. Credit Card payments shall be automatically processed monthly pursuant to the Authorization Agreement set forth on Exhibit B hereto.
 - b. The Sales Fees, if any, shall be paid monthly by credit card before the first Friday of each month during the Term. Credit Card payments shall be automatically processed monthly pursuant to the Authorization Agreement set forth on Exhibit B hereto.

EXHIBIT B

Authorization Agreement for Credit Card Charges

_____ (“Payor”) hereby authorizes Consignment Chic, LLC (“Consignment Chic”) to initiate charge Payor’s credit card, as set forth below, for (i) any and all periodic payments of Fees due under that certain Seller Listing Agreement by and between Payor and Consignment Chic (the “Agreement”).

Credit Card Information:

Type of Card: _____

Card Number: _____

Card Holder’s Name: _____

Billing Address: _____

Expiration Date: _____

This authority is to remain in full force and effect during the Term of the Agreement until Consignment Chic has received written notification from the Payor of its termination. If the foregoing credit card information shall change, Payor shall give prompt notice to Consignment Chic of any updated information.

Payor:

By: _____

Name: _____

Its: _____

If your authorized date falls on a non-business day or a federal holiday, the funds are generally charged on the next business day.