

## User Agreement

This User Agreement is effective upon acceptance for new users, and from July 30, 2019, for existing users.

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## 1. Introduction

This User Agreement and all policies and additional terms posted on and in our sites, applications, tools and services (collectively "Services") set out the terms on which SIS offers you access to and use of our Services. You agree to comply with all terms of this User Agreement when accessing or using our Services.

The entity you are contracting with is: Sisters in Spirit, Inc. (SIS)

**Please be advised that this User Agreement contains provisions that govern how claims you and Seller have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against Sellers or SIS to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Legal Disputes, Section B ("Agreement to Arbitrate")). If you do not opt out: (1) you will only be permitted to pursue claims against Sellers, Sisters In Spirit, Inc. or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

## 2. About SIS Marketplace

SIS Marketplace is a marketplace that allows users to offer, sell and buy goods and services that relate to conscious daily living and spirituality in a variety of pricing formats and locations. The actual contract for sale is directly between the seller and buyer. SIS is not a traditional auctioneer.

Any guidance SIS provides as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational, and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, SIS Market Place (MP) has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

### **3. Using SIS Marketplace**

In connection with using or accessing the Services, you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, regulations, third-party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an SIS policy, for example, the seller has materially changed the item's description after you paid, a clear typographical error is made, or you cannot contact the seller;
- fail to deliver items sold by you, unless you have a valid reason as set out in an SIS MP policy, for example, the buyer fails to comply with the posted terms in your listing, or you cannot contact the buyer;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- take any action that may undermine the feedback or rating systems;
- transfer your SIS MP account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm SIS MP or the interests or property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of SIS MP;
- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;

- export or re-export any SIS MP application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to SIS MP. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to SIS MP or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- commercialize any SIS MP application or any information or software associated with such application, except with the prior express permission of SIS MP;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures used to provide the Services.

Sellers must meet SIS MP's minimum performance standards. Failure to meet these standards may result in SIS MP charging you additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are abusing SIS MP and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for periods exceeding six months. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

## **4. Policy Enforcement**

Sellers are directly responsible for handling any issue that arises with a buyer. When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. If a seller wrongfully fails to provide goods as per agreement, the seller will be removed from SIS MP. SIS MP has no liability.

## **5. Fees and Taxes**

The fees we charge for using our Services are paid for by the seller. We may change our seller fees from time to time by posting the changes on the SIS MP site 14 days in advance, but with no

advance notice required for temporary promotions or any changes that result in the reduction of fees.

If you are a seller, you are liable for transaction fees arising out of all sales made using all SIS MP Services, even if sales terms are finalized or payment is made outside of SIS MP. In particular, if you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of SIS MP, you may be liable to pay a final value fee applicable to that item, if the item sells, given your usage of SIS MP Services for the introduction to a buyer.

You must have a payment method on file when selling through SIS MP Services and pay all fees and applicable taxes associated with your sale by the legally required due date. If your payment method fails or your account is past due, we may collect amounts owed by charging other payment methods on file with us, retain collection agencies and legal counsel, and, for accounts over 60 days past due, request that PayPal deduct the amount owed from your PayPal account balance. In addition, you may be subject to late fees. SIS MP, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information SIS MP reported to a credit bureau (i.e., Experian, Equifax or TransUnion), please contact SIS at SIS MP Inc., C/O Global Collections, 7700 West Parmer Lane, Building D, Austin, TX 78729. If you wish to dispute the information a collection agency reported to a credit bureau regarding your SIS MP account, you must contact the collection agency directly.

In any jurisdiction where SIS MP has an obligation to collect sales taxes on sales you make using SIS MP Services, we may collect such sales taxes from you via the payment method on file under the terms of the Billing Agreement or via any other means available to us.

Seller fees don't purchase exclusive rights to item exposure on SIS MP, whether on a web page, mobile app, or otherwise. We may display third-party advertisements (including links and references thereto) or other content in any part of our Services, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers.

## **6. Listing Conditions**

When listing an item for sale on SIS MP Services, you agree to comply with SIS MP's [Listing policies](#) and Selling practices policy and that:

- You are responsible for the accuracy and content of the listing and item offered,

- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). SIS MP can't guarantee exact listing durations,
- You must renew fixed-price listings on your set expiration date, based on the listing terms at that time, until the quantities sell out, or your listing will automatically be cancelled.
- Content that violates any of SIS MP's policies may be modified, obfuscated or deleted at SIS MP's discretion,
- We may revise product data associated with listings to supplement, remove, or correct information,
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - buyer's location, search query, browsing site, and history;
  - item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
  - seller's history, including listing practices, Detailed Seller Ratings, SIS MP policy compliance, Feedback, and defect rate; and
  - number of listings matching the buyer's query,
- To drive positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer,
- Some advanced listing upgrades will only be visible with certain levels of membership,
- Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results,
- We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to those of other sellers.

## **7. Purchase Conditions**

When buying an item on SIS MP Services, you agree that:

- You are responsible for reading the full item listing before purchasing a product,
- You enter into a legally binding contract to purchase an item when you commit to buy an item, or your offer for an item is accepted.
- For motor vehicles and real estate, a purchase or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller,
- We do not transfer legal ownership of items from the seller to the buyer,

- Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller unless the buyer and the seller agree otherwise.

## **8. International Buying and Selling; Translation**

Many of our Services are accessible to international sellers and buyers. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

You may list your items directly on one or more of SIS MP's sites. Additionally, you may direct SIS to display your listing on SIS sites other than the original SIS listing site, including where you choose to list an item with an international shipping option (such as worldwide shipping or the Global Shipping Program); the appearance of your listings on these sites is not guaranteed.

## **9. Content**

When you provide content using the Services (directly or indirectly), you grant SIS a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against SIS MP, our assignees, our sublicensees, and their assignees in connection with SIS MP's, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of the Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. SIS takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including SIS MP users). You may use that content solely in your SIS MP listings. SIS MP may modify or revoke that permission at any time and at our sole discretion. The product data includes copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable product data, but cannot promise that the content provided through the Services will always be available, accurate, complete, and up-to-date. You agree that SIS MP is not responsible for examining or warranting the listings or content provided by third parties through the Services and that you will not attempt to hold SIS or our data providers liable for inaccuracies. As a seller, you agree to ensure that content directly associated with your listings is accurate.

The name “SIS Marketplace“ and other SIS marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of SIS in the U.S. and other countries. They may not be used without the express written prior permission of SIS.

## **10. Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code**

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. SIS MP’s Verified Rights Owner (VeRO) program works to ensure that listed items and content on our site or in our apps do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please [notify](#) our team; we will investigate and take necessary action.

## **11. Holds**

To protect SIS from risk of liability for your actions as a seller, SIS may recommend, that PayPal restrict access to funds in a seller’s PayPal account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category, transaction value, or the filing of an SIS MP Money Back Guarantee case. This may result in PayPal restricting funds in your PayPal account.

## **12. Authorization to Contact You; Recording Calls; Analyzing Message Content**

SIS may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have



with you. SIS MP may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions) if you consent to such communications.

SIS may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with SIS or its agents for quality control and training purposes, or for its own protection.

## **Privacy of Others; Marketing**

If SIS provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use user information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

## **13. Additional Terms**

### **Returns and Cancellations**

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, SIS MP will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within the SIS Marketplace. You agree to comply with our [returns policy](#).

When an item is returned, to refund the buyer, you (as seller) must request that PayPal remove the refund amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file.

The cost of return shipping is the seller's responsibility.

### **Global Shipping Program**

Pursuant to a routed export transaction under the U.S. Export Administration Regulations and Foreign Trade Regulations, your buyer, as the Foreign Principal Party in Interest, will agree to assume responsibility for the export shipment. You remain liable for the accuracy of the information you provide about items, and you agree to provide timely responses to requests for additional information.

### **SIS MP Money Back Guarantee**

Most SIS MP sales go smoothly, but if there's a problem with a purchase, a resolution must be made directly by you (as seller).

If you (as seller), choose to reimburse a buyer, or are required to reimburse a buyer under the Money Back Guarantee, you must request that PayPal remove the reimbursement amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

## **14. Disclaimer of Warranties; Limitation of Liability**

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Price update and other notification functionality in SIS MP's applications may not occur in real time. Such functionality is subject to delays beyond SIS MP's control.

You agree that you are making use of our Services at your own risk and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold SIS responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by SIS;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any SIS MP Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing SIS MP Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or

- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the SIS MP Money Back Guarantee up to the price the item sold for on SIS MP (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to SIS in the 12 months prior to the action giving rise to the liability, or (c) \$100.

## 15. Release

If you have a dispute with one or more users, you release SIS (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) 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. **In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

## 16. Indemnity

You will indemnify and hold SIS (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of SIS MP's Services or your breach of any law or the rights of a third party.

## 17. Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND SIS MP HAVE AGAINST EACH OTHER ARE RESOLVED.**

**You and SIS MP agree that any claim or dispute at law or equity that has arisen, or may arise, between you and SIS MP (including any claim or dispute between you and a third-party agent of SIS MP) that relates in any way to or arises out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of SIS MP or its agents, or any products or services sold or**

**purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.**

## **A. Applicable Law**

You agree that, except to the extent inconsistent with or preempted by federal or local law, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and SIS MP, except as otherwise stated in this User Agreement.

## **B. Agreement to Arbitrate**

**You and SIS MP each agree that any and all disputes or claims that have arisen, or may arise, between you and SIS MP (including any disputes or claims between you and a third-party agent of SIS MP) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to the Services, the actions of SIS MP or its agents, or any products or services sold, offered, or purchased through the Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.**

- 1. Prohibition of Class and Representative Actions and Non-Individualized Relief YOU AND SIS MP AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND SIS MP AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the

arbitration and may be brought in court, subject to your and SIS MP's right to appeal the court's decision. All other claims will be arbitrated.

- 2. Arbitration Procedures** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. Arbitration is directly between the buyer and seller, SIS MP is not a party to this process as sales are made directly between buyer and seller. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate. A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice").

If you and buyer are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or seller may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party... Any settlement offer made by you or SIS MP shall not be disclosed to the arbitrator.

- 3. Costs of Arbitration** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Seller will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by buyer should be submitted by mail to the AAA along with your Demand for Arbitration and Seller will make arrangements to pay all necessary fees directly to the AAA. If (a) buyer willfully fails to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse seller for all fees associated with the arbitration paid by seller on your behalf that you otherwise would be obligated to pay under the AAA's rules.
- 4. Severability** With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized

Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

- 5. Opt-Out Procedure IF YOU ARE A NEW USER OF OUR SERVICES, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING THE SELLER A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO THE SELLER.**

### **C. Judicial Forum for Legal Disputes**

Unless you and seller agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and buyer must be resolved exclusively by a state or federal court.

## **18. General**

Except as otherwise provided in this User Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.sistersinspirit.net](http://www.sistersinspirit.net). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you with 30 days' notice by posting the amended terms. Additionally, we will notify you through the SIS MP Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an SIS MP representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the SIS site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such an account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and policies posted through SIS MP set forth the entire understanding and agreement between you and SIS MP, and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Buyers and sellers may elect to submit complaints against one another to the American Arbitration Association ("AAA") under its rules and procedures. The AAA's rules are available at [www.adr.org](http://www.adr.org). Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.

If your account becomes past due, and you have an issue paying your fees, you should contact us.

We may suspend or restrict accounts if fees are not paid. You can read more about your responsibility when it comes to paying fees in the fees section of our User Agreement.

## DEFINITION OF TERMS LINKED (PLEASE LINK TO THE SECTION BELOW)

[Late fees](#) - When you create a seller account, you'll need to add a payment method to pay for any SIS MP selling fees or charges. You can choose PayPal, direct debit, or credit card as your payment method.

### Payment requirements and late fees

To help SIS maintain great experiences for buyers and sellers on SIS MP, we require that accounts with a fee amount of \$1.00 or more due to SIS MP be paid in full each month. If your account becomes past due, and you have an issue paying your fees, you should contact SIS.

We may suspend or restrict accounts if fees are not paid. You can read more about your responsibility when it comes to paying fees in the fees section of our User Agreement.

### [Listing policies](#)

## Why does SIS have this policy?

This policy ensures buyers follow our guidelines on purchasing items in order to protect sellers and maintain a fair and safe marketplace.

## Listing policies

To make sure buyers have a great experience when they buy from you, we've put in place some rules and guidelines for listing items on SIS MP.

Find out everything you need to know about what's allowed in listings, as well as information on how to have an easier and more successful selling experience, in our detailed policy guidelines below.

## Frequently Asked Questions



## **I'm not sure whether the item I'm selling is allowed on SIS MP. Where can I learn more?**

There are some items that, due to legal restrictions or SIS MP rules, we don't allow, or that can only be listed under certain conditions. If you're not sure whether your item is allowed, our [Prohibited and restricted items policy](#) has more details on what you can and can't sell.

## **Why was my listing removed?**

To keep SIS MP a safe place, sometimes we remove listings that violate our policies. If we remove your listing, we'll send you an email to your Messages and to your registered email address explaining why.

## **I can't find my listings on the site. What's happened?**

If you can't find your listings, they may have been removed if they violated one of our policies. However, if you haven't received an email from us about removing your listings, it's possible they're just not ranking high up in search results.

To help improve your search ranking, be as descriptive as possible when you create your listings. Write a clear title and description, list your item in the right category, and fill out all item specifics suggested for your item.

### **Images and text policy**

To make sure you're giving potential buyers an accurate representation of your items, and that you're not infringing on anyone else's content rights, you should write your own descriptions and use your own images, or use any that SIS MP offers to you from the SIS MP catalog.

### **No item listings policy**

All listings on SIS MP have to offer a physical item or a tangible service. Listings that are blank, or don't offer a tangible item or service, aren't allowed because they can cause confusion for buyers and increase the risk of fraud.

### **Search and browse manipulation policy**

Learn why it's not allowed to manipulate SIS MP's search and browse experience by adding popular keywords in your listings that don't have any relation to your items.

### **Item location misrepresentation policy**

To make sure buyers have a clear understanding of shipping charges and delivery times, all sellers must provide clear and accurate information in their listings about where their item is located.

### **Warranties policy**

Offering your customers a guarantee or warranty gives them peace of mind when they buy from you, and can help give you an edge on the competition.

#### JavaScript policy

Active content in listings can create a poor experience by increasing page load times and introducing security risks. That's why it's not allowed in listings on SIS MP.

#### Links policy

Find out why we don't allow listings to contain links that direct customers to a site other than SIS MP.

#### Third-party endorsements policy

Understand why we don't allow the use of third-party statements or logos that vouch for a seller's 'reputation' or 'trustworthiness' in SIS MP listings.

#### Duplicate listings policy

Only one fixed price listing of an identical item can be listed at the same time, from the same seller. This is to ensure buyers see a wide variety of options from multiple sellers.

#### Pre-sale listings policy

To ensure buyers aren't disappointed, our pre-sale listings policy for items like cell phones and video games outlines the requirements for this type of transaction.

#### [Prohibited and restricted items policy](#)

## **SIS MP prohibited or restricted items**

#### [Adult items](#)

#### [Alcohol](#)

#### [Animals and wildlife products](#)

#### [Autographed items](#)

#### [Catalytic converter and test pipes](#)

#### [Used clothing](#)

#### [Credit and debit cards](#)

#### [Digitally delivered goods](#)

#### [Drugs and drug paraphernalia](#)

#### [Electrical and electronic equipment](#)

#### [Embargoed goods and prohibited countries](#)

#### [Encouraging illegal activity](#)

[Firearms, weapons and knives](#)

[Food](#)

[Gift cards](#)

[Government, transit, and shipping-related items](#)

[Government documents, IDs and licences](#)

[Hazardous, restricted, or regulated materials](#)

[Human remains and body parts](#)

[Lock picking devices](#)

[Chance listings](#)

[Mailing lists and personal information](#)

[Coupons](#)

[Medical drugs, devices and healthcare](#)

[Personal relationships and services](#)

[Police-related items](#)

[Real estate](#)

[Product safety](#)

[Event ticket](#)

[Slot machines](#)

[Stamps, currency and coins](#)

[Stocks and other securities](#)

[Stolen property](#)

[Travel](#)

[Used cosmetics](#)

**Contact [Sisters in Spirit](#) for specific details regarding your item if it appears on this list.**

[Returns policy](#)

# **Manage returns, missing items, and refunds for sellers**

Here's everything you need to know in case something goes wrong with an order, or a buyer changes their mind and doesn't want the item anymore.

Are you a buyer looking for a refund, or to return an item? If a customer has a problem with their order, or if they change their mind about a purchase, they'll get in touch with you and ask for help. Once the buyer tells you there's a problem, you've got 3 business days to resolve it.

If an item has gone missing and hasn't arrived, you'll either need to provide additional/more detailed tracking details or offer a resolution such as replacement or refund. If the buyer got their item, but it's faulty, damaged, or doesn't match the listing description, you'll have to work with them to resolve their issue – you'll also have to cover the return shipping costs. If they changed their mind, how you can respond, and who pays for return shipping, will depend on your return policy.