

Independent Seller Services Agreement

(Not part of the agreement: we reserve the right to modify the provisions of this Independent Seller Services Agreement without prior notice to you, so please review it prior to each contract negotiation.)

If a Client and a Seller enter into an independent seller relationship through **colllor.com**, then this Independent Seller Services Agreement (Services Agreement or Contract) applies.

This Agreement is effective as of the date that Client and Seller have both agreed to the proposed terms. The use of the website as of that date to come to final terms will signify your acceptance of it.

This Services Agreement incorporates all terms, conditions, rules, policies, and guidelines on the website that refer to an independent seller relationship with a client.

Client is solely responsible for determining whether Seller is its independent seller.

colllor disclaims any liability for that determination.

Seller is responsible for the performance and quality of the project in a timely and professional manner, consistent with industry practice, at a location, place and time indicated in the product description.

Seller will provide its own equipment, tools, and other materials at its own expense. Seller, at its sole cost and expense, will maintain appropriate insurance in accordance with generally accepted industry standards.

Seller is solely and exclusively liable for complying with, and making all payments under, all applicable state, federal and international laws, including laws governing self-employed individuals if applicable, payment of taxes, social security, and disability. Neither Client nor **colllor** will withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Seller's behalf.

Seller hereby agrees to indemnify and defend Client and colllor against any and all such taxes or contributions, including penalties and interest. Seller will provide proof of payment of appropriate taxes on fees paid to Seller upon reasonable request of Client or **colllor**.

Intellectual Property Rights

Any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formula, other copyrightable works, and techniques developed by Seller other than in the course of providing services to client and all inventions acquired or licensed by Seller that Seller uses in performing Seller Services or incorporates into Job belong to Seller.

Any and all work product developed by Seller as required to complete the Job and delivered to the Client in the performance of the Job belong to Client.

Seller hereby automatically upon receipt of payment from Client or through **colllor**, grants to Client a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and world-wide right, with rights to sublicense through multiple levels of sub licensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale if not specified otherwise in the product/service description.

Ownership of Work Product and Intellectual Property

Seller agrees that all work or products which are the result of a job being posted on **collllor**, including without limitation all Intellectual Property Rights will be the sole and exclusive property of Client, and Client will be deemed to be the author thereof. If Seller has any Intellectual Property Rights to the Work Product that are not owned by Client upon Seller's receipt of payment, Seller hereby automatically irrevocably assigns to Client all right, title and interest worldwide in and to such Intellectual Property Rights. Except as set forth below, Seller retains no rights to use, and agrees not to challenge the validity of Client's ownership in such Intellectual Property Rights. Seller hereby waives any moral rights, rights of paternity, integrity, disclosure and withdrawal or inalienable rights under applicable law in and to the Work Product.

License to or Waiver of Other Rights

If Seller has any right to the Work Product, including without limitation any Intellectual Property Right that cannot be assigned to Client by Seller, Seller hereby automatically upon receipt of payment from Client unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, even as to Seller, irrevocable, perpetual, worldwide, fully paid and royalty-free license to such rights, with rights to sublicense through multiple levels of sub licensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights. If Seller has any rights to such Work Product that cannot be assigned or licensed, Seller hereby automatically upon receipt of payment from Client unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or related to Client's customers, with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights.

Assistance

Seller agrees to assist Client in every way, including signing any documents or instruments reasonably required, both during and after the term of the Contract, to obtain and enforce Intellectual Property Rights relating to Work Product in all countries. In the event Client is unable, after reasonable effort, to secure Seller's signature on any document needed in connection with the foregoing, Seller hereby designates and appoints Client and its duly authorized officers and agents as its agent and attorney in fact to act on its behalf to further the purposes of this Section with the same legal force and effect as if executed by Seller.

Confidential Information

Seller agrees (a) not to use or permit the use of Confidential Information (as defined below) in any manner or for any purpose not expressly set forth in the Contract; (b) not to disclose or permit others to disclose any Confidential Information to any third party without first obtaining Client's express written consent; and (c) to limit access to Confidential Information to Seller personnel who need to know such information in connection with their work for Client.

Confidential Information means all information related to Client's business and prospects or related to a Work Product delivered or agreed to be delivered from Seller to Client, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, sellers, and any other service providers; (iv) information designated by Client, either in writing or orally, as Confidential Information, (v) the existence of any business discussions, negotiations, or agreements between Client and any third party; and (vi) all such information related to any third party that is disclosed to Client or to Seller during the course of Client's business.

Notwithstanding the foregoing, it is understood that Seller is free to use information that is generally known in the trade or industry, and Seller's own skill, knowledge, know-how, and experience. Confidential Information shall not include information that was known to Seller prior to Client's disclosure hereunder or that becomes publicly available through no fault of Seller.

Seller Representations and Warranties

Seller hereby represents and warrants that (a) the Work Product will be an original work of Seller and any third parties will have executed assignment agreement(s) consistent with this Agreement prior to being allowed to participate in the development of the Work Product; (b) the Work Product will fully conform to the requirements and terms set forth in the Contract; (c) neither the Work Product nor any element thereof will infringe or misappropriate the Intellectual Property Rights of any third party; (d) neither the Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, or encumbrances; and (e) Seller will not grant, directly or indirectly, any rights or interest whatsoever in the Work Product to third parties.

Indemnification

Seller will defend, indemnify, and hold harmless Client against any damage, cost, loss or expense arising from a claim, suit or proceeding brought against Client (i) alleging that any Work Product infringes upon any Intellectual Property Rights of any third party, (ii) alleging that any Work Product misappropriates any trade secrets of any third party, or (iii) arising from Seller's breach of the terms of this Agreement.

Disclaimer of Warranties

Other than the warranties expressly stated in this Contract or other terms of service, Seller disclaims all other warranties, express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, arising by statute or otherwise in law or from a course of dealing or usage or trade. Some states and jurisdictions do not allow for all the foregoing on implied warranties, so to that extent, if any, some or all of the above limitations may not apply.

General Provisions

Governing Law and Venue

This Contract and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Georgia, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Client and Seller hereby expressly consent to the personal jurisdiction and venue in the state and federal courts for Fulton County, Georgia, for any lawsuit filed there against them by each other or by **colllor** arising from or related to this Contract.

Severability

If any provision of this Contract is, for any reason, held to be invalid or unenforceable, the other provisions of this Contract will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Export

Seller agrees not to export, directly or indirectly, any U.S. technical data acquired from Client or any products utilizing such data, to countries outside the United States.

Execution and Delivery; Binding Effect

Client and Seller evidence execution and delivery of the Contract pursuant to the Terms of Use on the website. Further, this Agreement is effective as of the date that Client and Seller have both agreed to the proposed terms, and your use of the website as of that date to come to final terms signified your acceptance of the Contract.

Email: support@colllor.com

Account Registration

To access Site Services or become a Member you must register for an **colllor.com** Account (Account). You agree to provide true, accurate and complete information on all registration and other forms you access on the Site, and to update your information to maintain its truthfulness, accuracy and completeness. You must not provide misleading information about your location. You must not register for more than one Printing Account and one Design Account without express written permission from **colllor**. At the beginning of your Account application, and from time to time thereafter, your Account may be subject to verification as well as editorial and feedback reviews.

colllor offers the Site Services for your business purposes, and not for personal, household, or consumer use. To register for an Account, you must be a legal entity, or an individual in business 18 years or older who can form legally binding contracts. When you register for an Account, you also must accept all of the Terms and Conditions, including this Agreement. By registering for an Account and accessing Site Services you agree to: (a) abide by this Agreement and the processes, procedures, and guidelines described throughout the Terms of Service and the Site; (b) be financially responsible for your use of the Site and the purchase or delivery of Seller Services; and (c) perform your obligations as specified by any Member Contract that you accept, unless such obligations are prohibited by law or by this Agreement. **colllor** reserves the right in its sole discretion to refuse, suspend, or terminate service to anyone upon discovery that any information you provided on any form or posted on the Site is not true, accurate, or complete, or as a result of other violations of the Terms of Service, or for any other reason or no reason in **colllor's** sole discretion.

Usernames and Passwords

When a Member registers an Account, the Member will be asked to choose a username and password for the Account.

As a Member, you agree and you are entirely responsible to safeguard and maintain the confidentiality of the username and password you use to access this Site. You agree to notify us immediately if you suspect or become aware of any unauthorized use of the Account or access to your password or the password of any User of your Account.

Account Payments

When buyers order your products and services on colllor, the funds go to escrow account, where they are hold until the order is shipped and tracking number is send to your buyer from the order Shipping Center. when the order is shipped **colllor** dedacts 7% from total amount of the order and sends the balance to Seller by the preferred payment method.

If order was cancelled by one Seler or Buyer the order amount is a subject for full refund. Cancellations are available only before the order gets status In Production.

colllor holds your Account funds separate from its corporate operating accounts, in a bank insured by the Federal Deposit Insurance Corporation. **colllor** will not voluntarily make your Account funds available to its creditors in the event of a bankruptcy or for any other purpose. As provided in United States Bankruptcy Code, Section 541(d), **colllor** shall hold only legal title to, and not have any equitable interest in, your Account funds.

colllor is not a bank, and amounts transferred to or through **colllor** are not insured deposits. You will not receive interest or other earnings on the funds. **colllor** may earn and retain interest on those funds, may charge or deduct fees, may receive a reduction in fees or expenses charged, or may receive other compensation for banking, payment or other financial services related to the Account.

Currency

The Site and Site Services operate in US Dollars and therefore **colllor** is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than US Dollars. Nor is **colllor** responsible for currency fluctuations that occur when receiving or sending payment via wire transfer, check or PayPal Methods.

Email: support@colllor.com