



Klasique Corporation
1 Tanfield Rd
Tiburon Ca 94920

Enters into:
Agreement to sell products and goods on FSHN Magazine Shop website
With Vendor:

1. FSHN receives 30% from sales made by Vendors on FSHN shop website. Payable upon the sell.
2. The seller must maintain banner on FSHN website with \$500 monthly fee.
3. Inventory will be held by the seller
4. Shipping will be done by the seller
5. International taxes are collected and paid for respective countries by the seller on shipping account -via carriers
6. US taxes are collected by FSHN when for state sales.
7. Backside upload are seller responsibilities to maintain with current inventory
8. Price adjustment will be controlled and updated by the seller for specific holiday sells, promotions or cost adjustments.
9. Seller is responsible for the quality of products represented on FSHN shop. Descriptions must be truthful. The vendor will be held accountable for it accuracy and discrepancies, not FSHN Magazine.
10. Vendor indemnifies FSHN Magazine of any false representations and liabilities made by the Vendor.
11. Any discrepancy of product and description claims will be defended by the Vendor.
12. Contracts are held on annual basis with the option to cancel 60 days before term, then contracts rollover to next term.
13. No returns

Klasique Corp,

Vendor

Name

Title

Name

Title



The following terms (“**Program Terms**”) apply when you use any service (each, a “**Merchant Commerce Feature**”) FSHN Magazine makes available for vendors, merchants to display, facilitate the sale of, and/or sell products to FSHN reader (each, a “**Reader**”).

1. We may display product listings you create (“**Product Listings**”) on FSHN
2. Your Product Listings must comply with the FSHN Shop Agreement above and applicable law.
3. You are solely responsible for the contents of your Product Listings (including description, price, fees, tax, and any required legal disclosures).
4. You are responsible for displaying any sales, privacy, or other terms that you want to apply to your interactions with Reader.
5. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any data, content, and other information provided by you or accessed by FSHN in connection with the Merchant Commerce Features (collectively, “**Product Content**”), including photos, videos, and Product Listing content, in connection with the FSHN Services.
6. Any tools FSHN provides in connection with Merchant Commerce Features, including tools to allow you to view information about past transactions or to calculate default shipping rate, tax rate, or other data, such tools are provided as a convenience only and you use them at your sole discretion and risk.
7. FSHN is not responsible for processing, paying for, or fulfilling any sales that result from your Product Listings.
8. You may only use service providers (each a “**Service Provider**”) in connection with the Merchant Commerce Features if they act on your behalf and are bound by an agreement to protect Transaction Data at least as much as is required under these Program Terms. A breach of these terms by any of your Service Providers will be deemed a breach by you.
9. You may use any User’s data, content, or other information you receive from FSHN in connection with your use of the Merchant Commerce Features (“**Transaction Data**”) only in accordance with the FSHN Statement of Rights and Responsibilities (“**SRR**”) (including, as applicable, the SRR, FSHN Shop Terms, and (Platform_Policies) and any other consent you have received from the Readers. If there is a conflict, the SRR will control. You may only share Transaction Data with Service Providers or as required to comply with applicable law.
10. You may only use Transaction Data for marketing purposes if you have obtained prior express User consent during the checkout process on FSHN.
11. The following terms apply if you use a Merchant Commerce Feature- SHOP- that allows Reader to initiate payments to you:
 - a. You must comply with FSHN technical documentation with respect to any such Merchant Commerce Feature.
 - b. Your payments will be processed by a third-party payment processor with whom you have a direct relationship, and not by FSHN.
 - c. You are solely responsible for determining, collecting, withholding, reporting, and remitting (if applicable) and all taxes, duties, fees and additional charges for sales that result from your Product Listings.
 - d. If you have linked your payment processor account to your FSHN account:
 - i. You authorize FSHN to access, use, and interact with your payment processor account and service on your behalf, including to initiate authorizations, captures, refunds, and cancellations, to take other actions required to complete or monitor activity related to Product Transactions, or to receive data to allow FSHN to determine chargeback rates and refund rates for all of your transactions. We may also initiate refunds or cancellations on your behalf.
 - ii. FSHN may cancel any transaction we believe violates these Program Terms or the SRR, or if we believe doing so may prevent financial loss. We may also place a delay on a

payment for a period of time, limit payment methods for a transaction, limit your ability to make a sale, or deactivate your account.

- e. If you have not linked your payment processor account to your FSHN account:
 - i. You may receive tokenized payment credentials for each transaction. You may only use those tokenized payment credentials for the transaction for which you received them.
 - ii. For transactions completed with these tokenized payment credentials, the consumer maintains all rights under applicable law and network rules with respect to chargebacks and other disputes related to those transactions. In the event of a dispute, (A) FSHN token solution provider ("**TSP**") has the right to initiate a chargeback; and (B) you have the same rights and responsibilities with respect to a chargeback initiated by the TSP as you would with respect to any other chargeback.
12. The following terms apply to sales made from Shops on your Page where a reader paid for the item without leaving FSHN.
- i. You must comply with our Customer Support Policy stated above.