



Christmas.com Selling Platform Service Policies

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Christmas.com Selling Platform Service Policy

Customer Service

1. The seller will handle all customer service communication relating to Christmas.com Platform transactions unless otherwise set forth in the Agreement, or Seller is otherwise notified by Christmas.com. Seller agrees to respond to all Guest inquiries within 24 hours.
2. Seller will ensure that it provides customer service to Guests at the same level of support and responsiveness it provides in connection with Seller's website. Seller will comply with all applicable Laws, and if customer service calls are monitored or recorded, Seller will provide notice of such monitoring or recording to all Guests in accordance with applicable Laws prior to providing any customer service.
3. Christmas.com reserves the right to provide a financial adjustment or benefit to Guests at its sole discretion. Seller shall bear any expenses incurred as the result of any adjustment.
4. Christmas.com reserves the right to assist Guests or Christmas.com shoppers with returns, purchase, questions, inquires, or other issues related to Products through any Christmas.com channel including, but not limited to, its physical stores, online, phone, email, chat, or other communication methods.



Christmas.com Selling Platform Service Policy

Information Security

1. Programs and Policies

1.1. Security Program. Seller shall have a security program that addresses the management of security and the security controls employed by Seller's organization. The security program shall include:

1.1.1. Documented policies that the Seller formally approves, internally publishes, communicates to appropriate personnel and reviews at least annually.

1.1.2. Documented, clear assignment of responsibility and authority for security program activities.

1.1.3 Policies covering, as applicable, acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing and wireless access.

1.1.4. Regular testing of the key controls, systems and procedures of the security programs.

1.1.5. Use of appropriate administrative, technical and operational measures designed to ensure Confidential Information is secure.

1.2. Privacy Program. To the extent Confidential Information includes Personally Identifiable Information ("PII"), then Seller shall also have a privacy program and related policies that address how PII is collected, used and shared as applicable. PII includes, but is not limited to, information about an identifiable individual, including name, social security number, driver's license or state identification number, medical information, financial account number (e.g., credit card number), personal identification number ("PIN"), address, email address, or phone number.

2. Risk and Asset Management

2.1. Risk Management. Seller shall have a risk assessment program that includes regular risk assessments and controls for risk identification, analysis, monitoring, reporting, and corrective action.

2.2. Asset Management. Seller shall have an asset management program that appropriately classifies and controls hardware and software assets throughout their life cycle.

3. Human Resources

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3.1. Acknowledgements. Seller shall ensure that all employees, agents, and contractors (collectively “**Workers**”) acknowledge their information security and privacy responsibilities under Seller’s policies and the requirements herein.

3.2. Worker Controls. For Workers who will create, process, receive, access, transmit or store (“**Handle**” or “**Handling**”) Confidential Information, Seller shall:

3.2.1. Have appropriate pre-employment background checks and screening.

3.2.2. Conduct security and privacy training.

3.2.3. Have disciplinary processes for violations of information security or privacy requirements.

3.2.4. Upon termination or applicable role change, promptly remove Worker’s access to and require return of Confidential Information.

4. Physical and Environmental Safety

4.1. Physical and Environmental Security Controls. Seller shall have physical and environmental controls that are commensurate to the risk for Confidential Information and for the Seller equipment, assets, or facilities used to hold and process such information.

4.2. Ongoing Operations. Seller shall protect facilities containing Confidential Information and systems from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

5. Communications and Operations Management

5.1. Controls. Seller shall have policies and procedures in place for communications and operations management controls. Such controls shall address: hardening, change control, segregation of duties, separation of development and production environments, technical architecture management, network security, virus protection, media controls, information in transit, data integrity, encryption, audit logs, time synchronization, and network segregation.

6. Access Control

6.1. Access Control. Seller shall have appropriate access controls in place to maintain the confidentiality of Confidential Information. Such controls shall include:

6.1.1. Authorization process for physical, privileged, and logical access to facilities, systems, networks, wireless networks, operating systems, mobile devices, system utilities, and other locations containing Confidential Information.

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6.1.2. Granting access only if it is logged, strictly controlled, and needed for a Worker or third party to perform their job function.

6.2. Authentication. Seller must authenticate each Worker's identity through appropriate authentication controls such as strong passwords, token devices, or biometrics.

6.3. Christmas.com Systems Isolation. Seller shall segregate logically all Confidential Information Handled herein from all other information.

6.4. Account Controls. Seller shall have appropriate account controls, including having unique user IDs and restricting access of inactive users.

7. Information Systems Acquisition Development and Maintenance

7.1. Systems Development Security. Seller shall ensure that security is part of all information systems development and operations and shall follow secure coding methodologies based on application development security best practices.

7.2. Software Security Management. Seller's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services and user-developed applications) shall adhere to information security standards.

7.3. Network Diagrams. Seller shall develop, document, and maintain physical and logical diagrams of networking devices and traffic.

7.4. Vulnerability Assessments/Ethical Hacking. Seller shall perform vulnerability assessments and network penetration testing on systems and applications that Handle Confidential Information.

8. Information Security Incident Management

8.1. Incident Management Program. Seller shall have an information security incident management program (the "**Program**") that addresses management of information security incidents and system weaknesses. Incidents include, without limitation: (a) any loss, theft, misuse of or unauthorized access, acquisition, disclosure or destruction of any Confidential Information; and (b) any violations of federal or state Law (the "**Incident**").

8.2. Incident Reporting. Seller shall immediately notify Christmas.com if there is an actual or potential Incident involving Confidential Information. Notice should be provided to the designated Christmas.com contact and by sending an email to security@Christmas.com. If unable to provide notice in this manner, notice should be provided by calling **1-844-329-5677**.

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8.3. Response. Seller agrees to cooperate with Christmas.com to respond to the Incident. Response may include: identifying key partners, investigating Incident, providing regular updates, determining notice obligations and identifying and executing remediation plans. Except as required by Law, Seller shall not notify affected parties, regulators or other third parties without prior consultation with Christmas.com.

8.4. Service at Christmas.com's Direction. In the event of an Incident, Christmas.com shall have the right to terminate or suspend Seller's use of, or participation in, any of the Service(s) and the Christmas.com Platform.

9. Audits and Monitoring

9.1. Reviews and Assessments. Christmas.com or its designated representative shall have the right to monitor, review and assess Seller's security and privacy practices related to Seller's Handling of Confidential Information ("**Christmas.com Assessment**").

9.1.1. As part of the Christmas.com Assessment, Christmas.com may require Seller to complete an information security and privacy questionnaire, provide relevant supporting documentation, and participate in a security and privacy assessment interview prior to performing services and on a periodic basis throughout the term of the relationship. Christmas.com may also require an onsite assessment, in which case the Christmas.com Assessment shall be reasonable in scope and length and shall not unreasonably interfere with Seller's business and operations.

9.1.2. If Seller uses service providers to perform a critical part of its services, then Seller shall require those service providers to cooperate with the Christmas.com Assessment or otherwise provide Christmas.com with appropriate documentation regarding the service providers' security and privacy practices relating to their Handling of Confidential Information.

9.1.3. At no cost to Christmas.com, Seller shall provide reasonable assistance in connection with any Christmas.com Assessment including, without limitation, by providing access to reasonably required information and facilities.

9.1.4. Seller agrees that any remediation items reasonably identified as a result of the Christmas.com Assessment must be resolved as soon as possible on a timetable commensurate with the risk.

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9.2. Audits and Certifications. Upon request and to the extent available, Seller shall provide Christmas.com with information relating to internal and external information security audits and certifications, such as the most recent audit of Seller’s information network security system, SSAE 16 reports, PCI validation, and ISO certifications.

9.3. Regulator Audits and Examinations. As permitted by Law, Seller shall provide Christmas.com with immediate written notice if a governmental regulatory agency (“**Regulator**”) requests a non-routine review, audit or other examination of the records and systems maintained by Seller (“**Regulatory Audit**”) that support or contain Confidential Information. Seller shall fully cooperate with Christmas.com, and any Regulator(s).

10. Miscellaneous

10.1. Foreign Jurisdictions. Upon Christmas.com’s request, Seller shall promptly inform Christmas.com of the jurisdiction(s) outside the United States in which Seller is or may be Handling Confidential Information.

10.2. Requests for Information/Privacy Access Requests. Seller shall promptly:

10.2.1. Refer to Christmas.com any inquiries received by Seller regarding the information security or privacy practices of Christmas.com related to Seller’s Handling of Confidential Information.

10.2.2. Refer to Christmas.com any individuals requesting access to (i.e., copy of or review of) their Personal Identifying Information forming part of Confidential Information.

10.2.3. Upon Christmas.com’s request, provide the information or services necessary for Christmas.com to respond to access, deletion or change requests for PII being Handled by Seller as part of Confidential Information.



Christmas.com Selling Platform Service Policy

Insurance

1. Insurance: Seller agrees that it will maintain the following types of insurance, meeting the following requirements:

1.1 Commercial General Liability. Commercial general liability and product liability insurance with minimum limits of coverage as Christmas.com shall determine from time to time, covering the following: bodily injury, property damage, products and completed operations, contractual liability, and personal and advertising injury liability. Such insurance must provide for a severability of interests and, with respect to third party claims or actions arising out of Seller's participation in the Christmas.com Platform and brought directly against Christmas.com or against Christmas.com and Seller as co-defendants, include the following language:

"Christmas.com Corporation and its subsidiaries, affiliates, officers, and employees are included as additional insureds." UNLESS CHRISTMAS.COM GIVES YOU WRITTEN NOTICE OF ANY OTHER LIMIT, THE REQUIRED MINIMUM LIMIT OF COVERAGE SHALL BE NOT LESS THAN \$2,000,000.00 PER OCCURRENCE.

2. General Insurance Requirements.

2.1. Excess/Umbrella Coverage. Required coverage amounts may be arranged under a single policy for the full required limits, or by a combination of the underlying policy and one or more excess or umbrella liability policies.

2.2. Insurer Stability and Size. Seller must procure all coverage required under this Service Policy from a company or companies possessing an A.M. Best rating of A- (Excellent), FSC VII, or better.

2.3. Insurer Qualification. All coverage required under this Service Policy must be obtained from a company or companies authorized to do business under the laws of the state(s) in which Seller conducts business.

2.4. Occurrence Basis. All coverage required under this Service Policy must be written on an occurrence basis. Such coverage must remain in effect for a term of not less than three (3) years after termination of your participation in the Christmas.com Platform.

2.5. Seller is Primary. Seller's insurance must be primary and must respond to and pay before any other available coverage of Christmas.com.

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2.6. Certificate of Insurance. Concurrently with the execution of the Agreement and again upon each renewal of such policies, Seller must provide to Christmas.com the certificate(s) of insurance evidencing the required coverage. Seller must notify Christmas.com in writing at least thirty (30) days before any material change, non-renewal, or cancellation of such policies.

2.7. Self-Insurance. Seller shall not self-insure its coverage required under this Service Policy without the prior written consent of Christmas.com.



Christmas.com Selling Platform Service Policy
Inventory Feed

Seller is responsible for providing Christmas.com with error-free inventory updates every hour. Seller will also provide Christmas.com with a daily full inventory feed of all Products sold on the Christmas.com Platform.



Christmas.com Selling Platform Service Policy

Pricing and Promotions

1. Setting Price. Seller is fully responsible for setting and maintaining, price for the Products, including (as defined below), Regular Price, Sale Price, and/or MAP pricing if applicable for the Product. The price set by the Seller will be displayed throughout the Christmas.com Platform shopping experience including, but not limited to: the Category Page, Search Results, Product Detail Page, Cart/Checkout, and Guest communications.
2. Regular Price. Regular Price is the original listed price of a Product without price reductions, promotions, and other deductions. Regular Price will remain as set until updated by Seller.
3. Sale Price. Sale Price is the listed price minus discounts for which a Product will be sold. Seller may set Sales Price at any time and will remain as set until updated by Seller. Such Products will be denoted as on sale via a “sale” tag on the Christmas.com Platform. Sale price tag will only apply to Products on discount of more than 5%.
4. MAP Pricing. MAP pricing is the minimum advertised price as set by a Product’s manufacturer. Seller shall be responsible for MAP compliance.
5. Compliance with Laws. Notwithstanding anything in this Service Policy to the contrary, Seller will at all times fully comply all applicable Laws with respect to the advertising, pricing and promotions of the Products.
6. Price Parity. Seller shall use all reasonable efforts to maintain pricing parity across other online platforms on which Seller’s products are sold.
7. Advertising. Christmas.com reserves the right, in its sole discretion, to market you and the Products using all media and advertising channels available to Christmas.com. In addition, Christmas.com may use one or more name(s) to describe your participation in the Christmas.com Platform as determined by Christmas.com in its sole discretion.



Christmas.com Selling Platform Service Policy

Privacy

You shall provide Christmas.com with Your Privacy Policy to be posted on the Christmas.com Platform. You must include the following information in Your Privacy Policy as well as any other information required under applicable Law:

- Disclose the personally identifiable information and other Guest information (collectively, the “**Personal Information**”) you receive with respect to Guests.
- Disclose how you will use Personal Information of Guests you receive in connection with the Christmas.com Platform (e.g. to ship Orders and to email Guests regarding shipment confirmation or Order cancellation).
- Disclose who will have access to Personal Information (e.g., contractors for the purpose of fulfilling Orders).
- Disclose circumstances under which Personal Information may be disclosed to third parties (e.g., as required by law). This section should indicate that Personal Information is shared with Christmas.com and is subject to Christmas.com’s Privacy Policy.
- State that you will not use Personal Information of Guests received in connection with the Christmas.com Platform to send marketing communications to Guest or to conduct surveys, contests or sweepstakes.
- Disclose how Seller protects the Personal Information of Guests.
- Identify the effective date of Your Privacy Policy.
- Disclose how Guests are notified of material changes to Your Privacy Policy.
- Disclose how Guests may contact Seller with questions about Your Privacy Policy.



Christmas.com Selling Platform Service Policy

Product Information and Content

1. Christmas.com Platform Product Information Requirements.

1.1. Product Listing Process. Seller is expected to provide accurate and complete information for all required/applicable Product data fields as determined by Christmas.com, and as required by all applicable Laws.

2.1. Product Maintenance. In the event that Product data needs to be updated for a Product listed on the Christmas.com Platform, Seller is expected to do so within the guidelines set forth below. Failure to make the necessary updates in a timely manner could affect searchability of the Product on Christmas.com Platform and/or result in a Product's removal.

- i. Characteristics about the given Product have changed. Seller to submit updated information immediately
- ii. Data quality errors are discovered by Seller. Seller will submit updated information immediately.
- iii. Data quality errors are discovered by Christmas.com. Christmas.com reserves the right to remove the Product from the Christmas.com Platform and send it back to Seller for correction and resubmission.
- iv. Christmas.com's Product hierarchy and attribute requirements (Taxonomy) change. Christmas.com will inform Seller of any changes. Seller will resubmit Product to Christmas.com within 5 business days.

3.1. Removal or Suspension. Christmas.com reserves the right to reject or remove a Product at any time for any reason including, not limited to:

- i. Prohibited or Restricted Products (see Christmas.com Platform Selling Service Restricted Product Policy).
- ii. Recall / Safety issue (see Christmas.com Platform Selling Service Recalls and Defective Products Policy).
- iii. A Product deemed offensive or is not aligned with Christmas.com's brand or values.
- iv. Product data and content quality issues.

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4.1. Product Content. Seller is fully responsible for providing all required data elements in order to list a Product on the Christmas.com Platform. The list of required data elements is set forth below.

5.1. Style Requirements. Product categories may have different guidelines and requirements in order to list.

- i. *Brand and Category Style Guide*. Seller will be required to adhere to Christmas.com's brand and category style policy as may be in effect from time to time, including, but not limited to: styling and propping, retouching, cropping and general imaging.
- ii. *Images*. All Products must have a primary image taken with outlines against a white background with the directional lighting coming from the left. The fill should be strong enough to showcase the details, but not too strong that the image appears flat and washed out. The primary image should be out of packaging, unless the packaging is crucial to highlighting product. Composition should maximize product-to-background ratio (fill the frame). The Product should be shot either overhead, (slightly) 3/4 overhead or straight on. The approach is graphic and clean. The Product should never appear fuzzy or overworked. Think modern yet warm.

2. Christmas.com Platform Technical Specifications Requirements:

1. Technical specifications

- a. Filetype: JPGs
- b. Colorspace: Images must be RGB. Adobe RGB 1998 is preferred, sRGB is acceptable.
- c. Pixel Dimensions: Preferred minimum dimensions are 2400x2400px. Recommended minimum dimensions are 1200x1200px.

2. Style and Propping. Primary images should not feature items that do not come with or are not part of the Product. If props are required, use props that are relevant to the Product shown (e.g., prop a vase with a single flower), or props that demonstrate size/scale. Props should be sparse and neutral (white) whenever possible. Images must not contain any watermarks, promotional language, or graphic content. In addition to main Product image style, alternate images, where applicable should adhere to:

- a. Lifestyle images should show product, at scale, in use.

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- b. Showing Product in an environment (indoor or outdoor) is acceptable.
- c. In-Package Style: Front of packaging is acceptable if it is clearly in-package (not a graphic/illustration/CAD of the package).
- d. Filler/placeholder images, such as "No Image" images, are not allowed.

3. Retouching, Cropping, and General Imaging. Retouching should be minimal, and only to clean-up Product as necessary. Shadows may need to be adjusted but should retain their natural state and not look manufactured. Illustrations are not acceptable for use as the main image. Separate images for each Products are required.

2. Required Product Content

The core required data elements shall be specified by Christmas.com and may be updated by Christmas.com from time to time, in its sole discretion. Notwithstanding anything in any Service Policy(ies) applicable to the Christmas.com Platform Selling Service to the contrary, Seller shall be fully responsible to provide and list all warnings, disclaimers, or other information required under applicable Law to be posted with respect to the Products. Seller will notify Christmas.com in writing of all such requirements for its Products regardless of whether Seller is then capable of entering such information.

3. Digital Accessibility

Digital accessibility is a priority for Christmas.com and is important to our Guests. As required by Christmas.com, you shall make all of Your Content that might be posted in a public-facing manner on the Christmas.com Platform accessible to individuals with disabilities and provide, at a minimum, page titles, image alternatives, heading levels, logical structure, sufficient color contrast, form field labels, multimedia alternatives, keyboard access and visual focus that comply with the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0 in effect, Level A and AA Success Criteria, or any successor thereto, and you shall promptly notify Christmas.com in the event that you do not fully comply with the foregoing obligations.



Christmas.com Selling Platform Service Policy

Recalls and Defective Products

1. Seller shall be fully responsible and liable for any recalls of Products sold on the Christmas.com Platform. Seller is solely responsible for any defect in, or any public or private recall of Products.
2. Products that are reported for defects or other product quality and safety issues will be investigated by Christmas.com and if necessary reported to the federal government.
3. Expectations for Recalled Products.
 - 3.1. Seller will notify Christmas.com within 24 hours of becoming aware of the recall of a Product and no later than 72 hours before public announcement of the recall.
 - 3.2. Christmas.com will consider this notification as a confidential market withdrawal until the recall is officially released to the public by the government agency.
 - 3.3. Seller will promptly notify Christmas.com of any recalled Product and provide Product details (including SKU, UPC, lot/date codes, etc.), unpublish the Product from the catalog feed, and zero out the inventory.
 - 3.4. Seller will provide Guest-facing instructions to Christmas.com. Christmas.com will post recall notice on Christmas.com's website as well as communicate recall to Guests as necessary.
 - 3.5. Seller shall be fully responsible for all costs and expenses related to a recalled Product, including, but not limited to, Product refunds, destroying the Product, repairing the Product, and/or Product exchanges.
 - 3.6. Christmas.com may direct Guests to the remedy set forth or outlined in the press release but if any Guest isn't satisfied with such remedy, Christmas.com will allow the Guest to return the Product, and provide them a refund at full retail value which may take the form of a refund, or a website store credit for use on Christmas.com, at Christmas.com's discretion.
 - 3.7. Seller acknowledges that Statute 15 U.S.C. Chapter 47 Section 2068a(2) Prohibited Acts states that it shall be unlawful for any person to:
 - A. Sell, offer for sale, manufacture for sale, distribute in commerce, or import into the United States any consumer product, or other product or substance that is:
 - i. Subject to voluntary corrective action taken by the manufacturer, in consultation with the Consumer Product Safety Commission, of which action the Commission has

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notified the public or if the seller, distributor, or manufacturer knew or should have known of such voluntary corrective action;

ii. Subject to an order issued under section 15 U.S.C. Section 2061 or 2064; or

iii. A banned hazardous substance within the meaning of 15 U.S.C. section 1261(q)(1).

4. Resubmitting Recalled Products.

4.1. Once recalled Products are reported such Products cannot be sold on the Christmas.com Platform until corrected Product(s) is/are submitted.

4.2. If a Seller would like to sell an updated, replacement, or corrected Product on the Christmas.com Platform the Product must be resubmitted for review. The Product will go back through the Product approval process prior to being reinstated as a new SKU.

5. Additional Resources. To find additional recall product details, visit the following government regulatory agency websites:

- i. Recalls.gov
- ii. U.S. Consumer Product Safety Commission (CPSC)
- iii. U.S. Food and Drug Administration (FDA)
- iv. U.S. Department of Agriculture (USDA)
- v. National Highway Traffic Safety Administration (NHTSA)



Christmas.com Selling Platform Service Policy

Referral Fees

1. Calculation and Payment of Referral Fees. The Referral Fees for an Order shall be calculated by multiplying (A) the Order Proceeds (as that term is defined below), by (B) the “Applicable Percentage,” which shall be set forth in the Appendix annexed hereto and made a part hereof. If there is no Appendix, or the Appendix does not set forth an Applicable Percentage for a particular Product or category of Products, the Applicable Percentage shall be fifteen percent (15%). Referral Fees shall be deducted by Christmas.com from order proceeds in accordance with the process established by Christmas.com from time to time.
2. Definition. “**Order Proceeds**” shall mean the gross amount paid by a Guest for an Order, net of sales taxes or similar taxes.
3. Returned Product(s). Christmas.com shall pay back or credit Seller for any Referral Fees (or portion thereof) in connection with any returned Product(s).



Christmas.com Selling Platform Service Policy

Restricted Product

1. Christmas.com Platform Restricted Product and Listing Policy

1.1. Sellers need to apply for approval before they can list and sell Products.

2.1. Seller may be required to provide brand certification before selling Products on the Christmas.com Platform.

3.1. All listings and Products must comply with all applicable Laws.

4.1. Products with the following criteria cannot be advertised or sold by Seller on the Christmas.com Platform:

- i. Environmentally sensitive Products (i.e. WERCs and Hazmat)
- ii. Liquid, gel, paste, or powder that is not intended for human consumption (e.g., lighters, lighter fluid, grill cleaning liquid, charcoal, fire logs, fire starter, oil-fueled lanterns or torches, eye black, etc.).
- iii. Aerosol or compressed gas (e.g., propane, butane, etc.)
- iv. Refurbished/remanufactured/reconditioned/used products.
- v. Items must be compliant with all state and federal regulations including, but not limited to, California's Proposition 65 and the Federal Formaldehyde Standards for Composite Wood Products Act.
- vi. Products that do not have the required regulatory approvals.
- vii. Recalled Products.
- viii. Products that require a prescription or a medical professional's supervision or direction for their use.
- ix. Any chemical substance or compound that is intended for commercial, industrial, or professional use only and is not available for general consumer purchase.
- x. Products prohibited from sale by the EPA or other regulatory agency due to its hazardous status.
- xi. Explosives.
- xii. Radioactive or contaminated material

5.1. Listings for Products that Christmas.com deems offensive are prohibited Christmas.com

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reserves the right to determine the appropriateness of listings on the Christmas.com platform and remove any listing or Product at any time. The following are examples of prohibited listings:

- i. Products that promote or glorify animal cruelty, criminal or illegal activity, hatred, derogatory stereotypes, violence, racial, sexual, national or religious intolerance or promote organizations with such views
- ii. Products that display explicit nudity or vulgar language, obscene material, sexually suggestive, pornography, nude or partially nude minors
- iii. Products referencing tragedies, natural or man-made disaster(s)
- iv. Products marketed to or targeted at kids or teenagers that are age-inappropriate

2. List of Restricted Products and Listings

The following Product categories are restricted for listings:

1. Agriculture
 - a. Animal Husbandry
2. Alcohol
 - a. Alcoholic beverages
 - b. Empty alcoholic containers
 - c. Non-alcoholic wine and beer
3. Animals
 - a. Living or dead animals
 - b. Vaccines
 - c. Animal body parts
 - d. Products which include parts of animals
 - e. Ivory
4. Art
 - a. Unauthorized copies or reproductions of artwork that violate any copyright or trademark
5. Artifacts
6. Baby
 - a. Baby crib bumpers, crib liners

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7. Currency, Finance & Insurance

- a. Credit Cards
- b. Money cards.
- c. Gift Cards
- d. Stocks/Bonds
- e. Bullion

8. Illegal and/or prescription drugs, illegal drugs, included but not limited to

- a. Materials describing how to make illegal drugs
- b. Drug paraphernalia

9. Embargoed goods

10. Erotic

- a. Erotic Books
- b. Erotic Clothing
- c. Erotic DVDs & Videos
- d. Erotic Food & Edibles
- e. Erotic Games
- f. Erotic Magazines
- g. Erotic toys and devices
- h. Pole Dancing Kits

11. Law Enforcement

- a. Cuffs
- b. Uniforms
- c. Vests

12. Science & Laboratory

- a. Biochemicals
- b. Laboratory Chemicals
- c. Laboratory Specimens

13. Smoking Accessories

- a. Ashtrays

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- b. Cigar Cases
- c. Cigar Cutters & Punches
- d. Cigarette Cases
- e. Cigarette Holders
- f. Humidor Accessories
- g. Tobacco Products
- h. Chewing Tobacco
- i. Cigarettes
- j. Cigars
- k. Loose Tobacco
- l. Smoking Pipes
- m. Vaporizers & Electronic Cigarettes

14. Software

- a. Beta codes or keys
- b. Beta software c. OEM software

15. Christmas.com owned brands

- a. Northlight
- b. Pool Central

16. Tickets

- a. Digital or physical tickets to any events of any kind

17. Weapons

- a. Ammunition
- b. Brass Knuckles
- c. Clubs & Batons
- d. Bows and Crossbows
- e. Gun Care & Accessories– clips, magazines, holsters, optics, sights, scopes, silencers and flash suppressors
- f. Airsoft, air guns, BB guns, pellet guns, paintball guns, replica/imitation guns, or

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firearms of any type

g. Nunchucks

h. Sling shot

i. Spears

j. Staff & Stick Weapons

k. Stun Guns & Tasers

l. Swords

m. Throwing Stars

n. Whips

18. Windows

a. Corded window coverings



Christmas.com Selling Platform Service Policy

Returns

1. As a condition to using the Christmas.com Platform Selling Service, Seller acknowledges and agrees that the return policy applicable to the sale of Product(s) by Seller on the Christmas.com Platform shall be the third-party seller return policy as posted on the Christmas.com Platform (the “**Third-Party Seller Return Policy**”). Seller agrees that Seller shall fully comply at all times with the Third-Party Seller Return Policy. Christmas.com may modify the Third-Party Seller Return Policy at any time upon posting such modified Third-Party Seller Return Policy on the Christmas.com Platform. Any modifications to the Third- Party Seller Return Policy will not apply to Orders that were placed prior to the posting of such modified Third-Party Seller Return Policy on the Christmas.com Platform.
2. The Seller shall refund the Guest in accordance with the Third-Party Seller Return Policy (the “**Guest Refund**”). Other than in connection with any recalled Product, Christmas.com shall not be financially responsible for any Guest Refund.
3. Product should be returned directly to a Seller (and not Christmas.com). If product is returned to Christmas.com, Christmas.com will destroy or otherwise dispose of all returned Product that Christmas.com receives and such returned Product will not be returned to any Seller unless agreed upon by both Christmas.com and Seller.
4. Return reasons for returned Products are coded at Christmas.com’s discretion. This information may be provided to Sellers to improve Seller’s performance. In certain cases, the reason for the return of Product could have an impact on your seller rating in the Christmas.com Platform.



Christmas.com Selling Platform Service Policy

Shipping

- 1.1. Order Overview. When an Order is placed, the Order will be held for up to 2 hours while Christmas.com does a fraud check, after which it will be sent to the Seller. Upon receipt, Seller should acknowledge the Order via API. Once acknowledged, the Seller should promptly ship the Order and provide Christmas.com shipment tracking information. If the Order requires multiple shipments, Seller should ensure that the correct Product is associated with the correct tracking number. Tracking numbers need to be unique for each shipment.
- 1.2. Order Communication. Seller is expected to communicate Order processing via API.
- 1.3. Shipping Requirements. Seller is accountable to provide to Christmas.com accurate node information including working days, processing times, cut off time, and node address. Seller is fully responsible for providing correct Time in Transit (TNTs) against each supported service level. Sellers must be able to ship Product to PO boxes and APO/FPO addresses, and must use one of the following carriers: USPS, UPS, FedEx, and LTL carriers.
- 1.4. Pack Slip Requirements. Seller shall use a Christmas.com-branded pack slip or a pack slip that is approved by Christmas.com. If a Seller is unable to meet these requirements, Seller shall not include a pack slip.
 - 1.4.1. Order level detail that must be included in a pack slip:
 - 1.4.1.1. Order Date
 - 1.4.1.2. Christmas.com Order number
 - 1.4.1.3. Shipping to information
 - 1.4.1.4. Bill to information
 - 1.4.2. Product level detail that must be included in a pack slip:
 - 1.4.2.1. Item Name
 - 1.4.2.2. Christmas.com Item Number (SKU)
 - 1.4.2.3. Quantity Shipped
 - 1.4.2.4. Product return policy
 - 1.4.3. Pack slips should never contain:
 - 1.4.3.1. The price of the Product(s)

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1.4.3.2. Shipping costs

1.4.3.3. Commission or Referral Fees or any other financial information

1.5. Shipping Methods. Sellers must support a minimum of one shipping method. Seller can enable or disable the shipping methods it supports.

1.5.1. Standard Shipping: Standard shipping is typically the default checkout setting. Product will be delivered within 3–5 business days after the Products have been shipped and picked up by the delivery carrier.

1.5.2. Premium Shipping: Premium shipping is the second quickest shipping method. Seller shall notify Christmas.com of the maximum period of handling time (lag time) between receipt of an order and shipping. Product will be delivered within 2 business days after the agreed upon lag time. There is no weekend delivery requirement for premium shipping.

1.5.3. Express Shipping: Product will be delivered within 1 business day after the agreed upon lag time.

1.6. Supported Carriers. Christmas.com supports the following specific ship Methods. Sellers can determine which approved carrier service provided the carrier is able to meet the Guest's selected shipping timeline for an Order.

1.6.1. FedEx

1.6.1.1. FedEx Smart Post

1.6.2. UPS

1.6.2.1. UPS Mail Innovations

1.6.2.2. UPS SurePost

1.6.3. USPS

1.7. Service Level Agreement. Sellers will provide a Service Level Agreement (SLA) subject to acceptance by Christmas.com and will comply with it for shipping product.

1.8. How to Ship. After receiving an Order from Christmas.com, Sellers must physically fulfill the Order as well as send confirmation to Christmas.com the day the Order ships. This includes providing accurate carrier and tracking information for every shipment. All Products must ship from the United States, unless otherwise agreed upon.

1.9. Shipments. Every physical shipment must include: ship label, a pack slip if approved by

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Christmas.com, and product instructions as applicable. No other enclosures can be included unless previously approved by Christmas.com. The ship label should be cut and pasted at the appropriate position on the physical shipment to enable easy scanning by the approved carriers. The format of the ship label should meet the respective carriers guidelines and not be tampered with or altered.

1.10. When to Ship. All Sellers agree to ship Orders to meet the expected delivery date, which could include upgrading shipping service to meet the estimated delivery date if there are delays or anticipated delays. If there is a date range, Seller will ensure the Order is delivered no later than the end of the date range. This date is sent on every Order as the "Estimated Delivery Date."

1.11. Shipping Costs. Seller acknowledges and agrees that the shipping costs and expenses charged to a Guest shall be established by Christmas.com, and as communicated to Guests on the Christmas.com Platform. Seller shall be fully responsible for all such shipping costs and expenses, including, but not limited to, shipping exception expenses (e.g. bad addresses, refusal, and return to sender).

Christmas.com will not collect any additional costs for upgraded shipping on behalf of the Seller. Christmas.com will collect shipping costs, if any, from a Guest for different shipping methods (for example, standard, premium or express) at the rates set forth in the Shipping Costs Appendix annexed hereto and made a part hereof. Christmas.com has the right to change any shipping rates on 30 days' notice to you.

1.12. Order Cancellation. If an Order cannot be fulfilled within 2 weeks of the order date, Seller must notify Christmas.com immediately, no later than as provided in the agreed upon fulfillment SLA. Backorders are not allowed, and Sellers agrees to take commercially reasonable steps per issue type to prevent any additional cancellations on a going forward basis. If an order is not fulfilled within the 14th calendar day after the order date, the order shall be cancelled, and Christmas.com shall have no further obligations whatsoever except issuance to the customer of a refund of payments received.



Christmas.com Selling Platform Service Policy

Taxes

1. **Definition.** For purposes of this Tax Service Policy, the term “tax” or “taxes” will mean any and all sales, goods and services, use, excise, import, export, value added, consumption and other taxes, fees, surcharges and duties assessed, incurred or required to be collected or paid for any reason in connection with Seller’s advertisement, offer or sale of Products through the Christmas.com Platform, but shall not include income, franchise or similar taxes.
2. **Tax Collection.** Unless Seller demonstrates to Christmas.com’s satisfaction that a transaction effectuated through the Christmas.com Platform is not subject to tax, Christmas.com will collect, report and transmit taxes applicable to transactions between Seller and any Guests that are effectuated through the Christmas.com Platform to the appropriate tax authority. Christmas.com may delegate the responsibilities set forth in the preceding sentence to a Payment Service Provider.

Seller hereby authorizes Christmas.com or a Payment Service Provider to calculate, collect and remit tax on Seller’s behalf. Seller agrees to provide such authorization in the format and manner required by Christmas.com, as such process may be modified from time to time by Christmas.com in its sole discretion, including but not limited to executing, and delivering any and all documents and instruments and taking any and all other actions as may be required by Christmas.com and/or any taxing authority in furtherance of the authorization granted to Christmas.com hereby, including but not limited to filing any documents or instruments with any taxing authority as may be required.
3. **Correction of Errors.** Christmas.com shall be responsible for any undercollection of taxes unless (i) Seller has incorrectly identified or characterized a Product, as a result of which an incorrect rate of tax is applied, or (ii) Seller has actual knowledge that an incorrect rate of tax has been applied and fails to promptly notify Christmas.com thereof. Seller shall be responsible to any Guest for overcollection of taxes.

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4. Tax Reporting to Seller. Seller will have access to periodic tax reports provided by Christmas.com upon request. The reports will contain information for all Seller transactions through the Christmas.com Platform, including Guest name, sale amount, ZIP code, tax collected, and sales tax rate applied. Seller will notify Christmas.com of any errors or issues with regard to tax collection within five (5) business days of receipt of any report on which such error or issue appears. Seller's failure to provide notification shall discharge and relieve Christmas.com for any future occurrence of such error (unless and until such notification is provided thereafter).
5. Tax Remittance. Christmas.com or a Payment Service Provider remit all taxes to the proper taxing jurisdiction and will not retain any taxes collected.
6. No "Tax Included" Pricing. Seller will in no way include or incorporate tax within the price of Products sold through the Christmas.com Platform. Seller acknowledges that to do so (a) is against the terms of this Policy (b) may result in double collection of taxes based on Seller's tax collection settings, and (c) may be in violation of applicable Law. Seller further agrees that Seller is liable without limitation for all taxes, together with all related penalties, interest, and other fees and fines, if Seller engages in such practice.
7. Tax Refunds. To the extent returned Products are charged back to the Seller, the amount charged to Seller will include any sales taxes and/or fees refunded to the Guest. Returns and associated sales tax amounts will be included in the reporting provided under this Policy and Seller will be solely responsible for claiming any available credit or refund on its sales tax reports or returns filed with appropriate jurisdictions.
8. Nexus Considerations. To the extent that any taxing jurisdiction or governmental agency determines that either Seller or Christmas.com has a tax collection obligation related to the sale of Products through the Christmas.com Platform or that the Seller has nexus in a specific jurisdiction, or is otherwise responsible for the collection, remittance, and/or reporting of any taxes related to the sale of goods through the Christmas.com Platform whether or not a result of

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any action or inaction by Christmas.com, and Christmas.com, acting in good faith, has not collected and remitted the claimed tax obligation, Seller agrees that Seller is solely responsible for payment of any assessment, claim, judgement, or other action, including penalties and interest, thus indemnifying Christmas.com from any liability related to the foregoing. Further, Seller agrees it will not attempt any claim or action against Christmas.com related to the foregoing or seek other financial compensation from Christmas.com.

9. Tax Reporting Obligations. (a) Christmas.com shall file any and all reports and/or returns with each jurisdiction that requires such reports and/or returns to be filed by it in connection with taxes on transactions effectuated through the Christmas.com Platform. Nothing herein shall relieve Seller of any obligation to file reports and returns with any jurisdiction relating to or including all such transactions, or modify such obligations in any manner, or relieve Seller of all obligations for the remittance of taxes net of remittances made on its behalf by Christmas.com or by any Payment Service Provider.
- (b) To the extent that Christmas.com or a Payment Service Provider is subject to Section 6050W of the Internal Revenue Code (requiring entities to file an information return reflecting all payment card transactions and third-party network transactions occurring in a calendar year) with respect to settlement payments made to Seller, Christmas.com or the Payment Service Provider will comply with such provision by collecting and providing to the IRS information returns on Seller and, if applicable, by complying with backup withholding requirements set forth therein.



Christmas.com Selling Platform Service Policy

Transaction Processing and Seller Payment

This Transaction Processing and Seller Payment Policy (“**TPSP Policy**”) sets forth certain terms and conditions governing the processing, settlement, reconciliation and correction or adjustment of payment instructions related to Orders (each, a “**Transaction**”). In addition to Christmas.com’s rights under the Agreement, Christmas.com may amend this TPSP Policy from time to time, including to comply with Card Organization Rules (defined below), applicable Law, or the policies of a Payment Service Provider (defined below).

Christmas.com shall at all times have authority to process the collection of payments from any and all Guests and make remittances to Seller of all amounts due to it, net of deductions and/or withholdings of appropriate amounts including but not limited to Referral Fees, Taxes, and chargebacks. The authority of Christmas.com to act as provided in the preceding sentences shall not be affected in any manner by the selection of one or more Payment Service Providers as hereinafter provided.

A. Payment Service Providers

Seller acknowledges that Christmas.com has contracted, and may in the future contract, with service providers to perform Transaction processing, settlement, remittance, reconciliation and correction or adjustment functions (each, a “**Payment Service Provider**”). Christmas.com’s designated Payment Service Providers will process Transactions and receive and remit Transaction proceeds to Seller, subject to off-set as set forth in this TPSP Policy. Seller may be required to enter into agreements directly with Payment Service Providers. Seller agrees to comply with all requirements of the Payment Service Providers. Payment Service Providers may require information from Seller for purposes of verification, due diligence, and compliance with applicable Law. Seller agrees that Christmas.com may provide information to Payment Service Providers on a regular, ongoing basis about Seller, Christmas.com’s agreements with Seller, and Seller’s Orders and other activity, and Payment Service Providers may provide information to Christmas.com regarding Seller’s Transactions.

B. Transaction Processing

Christmas.com as Seller’s Agent. Each Order and each Transaction in payment of an Order is a transaction between Seller and the Guest. You agree that each Guest payment instruction in connection with an Order constitutes authorization for Christmas.com and/or its Payment Service

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Providers to seek approval of such payment from the relevant Card Organization (defined below) and to remit the Guest's payment to Seller (less any applicable fees or other amounts Christmas.com may deduct or withhold under the Agreement, and subject to returns, refunds and adjustments if applicable).

The relevant Payment Service Provider will remit to you in accordance with the Agreement and any agreement you may have directly with the Payment Service Provider, or apply as an off-set to any obligation you may have to Christmas.com or such Payment Service Provider, any such payments the Payment Services Provider receives on your behalf. Under no circumstances may Seller attempt to obtain payment for an Order directly from the Guest. In connection with this TPSP Policy, you hereby designate Christmas.com, and Christmas.com hereby agrees to serve, as your limited agent for the purpose of (a) accepting Guest payment instructions on your behalf; (b) communicating such payment instructions to Payment Service Providers; (c) performing processing, reconciliation, correction and adjustment functions related to Transactions, including, but not limited to, in connection with returns and any (re-)Order(s); and (d) directing the Payment Service Providers to remit Transaction proceeds to, and debit Referral Fees, Taxes, and other corrections and adjustments from, Seller's Payout Account.

You agree that, to the extent that a Guest payment is received from a Payment Service Provider: (i) you will be deemed to have received payment from such Guest; (ii) such Guest's obligation to you in connection with such payment will be satisfied in full; (iii) any claim you have for such payment against such Guest will be extinguished; and (iv) you are obligated to deliver the applicable Products to the Guest, in each case regardless of whether or when the Payment Service Provider remits such payment to you. Any receipt that we provide to a Guest on your behalf will be binding on Seller to the same extent as if you had provided such receipt directly. This section states the entirety of Christmas.com's duties as your limited agent in connection with this TPSP Policy, and no other duties will be implied by Christmas.com's undertaking to act in that capacity.

Forms of Payment. Forms of payment accepted for Orders on the Christmas.com Platform will be determined by Christmas.com in its sole discretion. For more information, see the Pricing and Promotions Service Policy. Card Organization Rules. Seller will at all times comply with Card Organization Rules.

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“**Card Organization**” means any entity formed to administer and promote payment devices, including Visa U.S.A., Inc., American Express, MasterCard International Incorporated, and DFS Services LLC (Discover Network), and any other applicable debit or credit card networks. “**Card Organization Rules**” means the rules, regulations, releases, interpretations and other requirements imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC. Card Organization Rules are available on websites, such as (but not limited to) <http://www.usa.visa.com/merchants>, <http://card.americanexpress.com>, <http://www.mastercardmerchant.com>, and/or websites of other Card Organizations, as those links may be changed from time to time.

Prohibited Businesses. Christmas.com, Card Organizations and Payment Service Providers may prohibit certain merchant types and industries as may be communicated to you from time to time. Seller agrees that it will not use the Christmas.com Platform to engage in any prohibited activity. Christmas.com may change the prohibited business list at any time in its sole discretion. In addition, the Christmas.com Platform may not be used by franchises, travel agents, or any merchants deemed by the Card Organizations to be “high risk.”

Cooperation. Seller will at all times (a) cooperate with Christmas.com and its Payment Service Providers, including by providing all necessary information and assistance required or requested to provide the Payment Services; and (b) maintain compliance with applicable Law and Card Organization Rules, including by cooperating fully with Christmas.com and its Payment Service Providers to promptly remediate any violation of applicable Law or Card Organization Rules.

Termination Rights. Seller acknowledges and agrees that Christmas.com and Payment Service Providers may reserve the right to prohibit individual retailers from participating in the Card Organization systems and to immediately stop processing transactions for any retailer for good cause or upon the request of a Card Organization. Without limiting the applicability of the foregoing, Christmas.com may immediately terminate the Agreement and Seller’s participation in the Christmas.com Platform if (a) Seller engages in fraudulent activity or violates applicable Law or Card Organization Rules; or (b) Seller does not comply with any standards set forth in Christmas.com’s or a Payment Service Provider’s reasonable procedures to prevent fraudulent, illegal, or prohibited activity. Christmas.com will not submit any new Transaction with respect to Seller after Seller has

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been terminated from the Christmas.com Platform. Guest Payment Information. Sellers will have no access to any payment-related Guest data for any Transactions processed hereunder, other than the Guest's name and contact information as required for delivery of purchases and related customer service.

Initiation of Order. When an Order is placed on the Christmas.com Platform, Christmas.com will submit the associated transaction on behalf of Seller for authorization by the issuer of the Guest's form of payment. If the transaction is not authorized by the issuer of the Guest's form of payment, the Order will be declined.

Initiation of Settlement. When Christmas.com receives confirmation that Seller has shipped an Order, Christmas.com will instruct the Payment Service Provider to submit the associated Transaction for settlement. The Payment Service Provider will pay Seller from the amount received from the relevant Card Organization, provided that for any amounts that Christmas.com determines Seller owes to Christmas.com (including but not limited to Referral Fees). Seller agrees that Christmas.com may (a) off-set or direct its Payment Service Providers to off-set any amounts that are payable by Seller to Christmas.com against any payments Christmas.com or its Payment Service Providers may make to Seller or amounts Christmas.com or its Payment Service Providers may owe to Seller; (b) invoice Seller for amounts due to Christmas.com, in which case Seller will pay the invoiced amounts upon receipt; (c) reverse any credits to Seller's Payout Account; and/or (d) collect payment or reimbursement from Seller by any other lawful means. Payment Service Provider will have no right to payment in excess of the amount received from the relevant Card Organization.

If any claim is made for refund or chargeback for product damage or defect, failure of delivery or other circumstance or event that entitles the Guest to a refund, or if Christmas.com determines that Seller's actions or performance may result in returns, chargebacks, claims, disputes, violations of Christmas.com's terms or policies, or other risks to Christmas.com or third parties, Christmas.com may elect, in its sole discretion, to withhold payment from Seller or instruct the Payment Service Providers to delay initiating any remittances and withhold any payments to be made or that are otherwise due to Seller under the Agreement for as long as Christmas.com determines that any related risks to Christmas.com or third parties persist or the matter is otherwise resolved to the satisfaction of Christmas.com. Christmas.com shall have the authority to remit (or direct a Payment

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Service Provider to remit) a refund to the Guest. If Christmas.com or a Payment Service Provider determines that Seller has engaged in deceptive, fraudulent, or illegal activity, then Christmas.com may in its sole discretion instruct the Payment Service Provider to permanently withhold any payments to Seller. Christmas.com or a Payment Service Provider may also delay initiating any remittances and withhold any payments for security reasons or as required by applicable Law. Christmas.com may require that Seller pay other amounts to secure the performance of Seller's obligations under the Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of the Agreement or Christmas.com policies, or other risks to Christmas.com or third parties. These amounts may be refundable or nonrefundable in the manner Christmas.com determines, and failure to comply with terms of the Agreement, including any this TPSP Policy, may result in their forfeiture.

Any and all payments made by or withheld from Seller may be transferred to and retained by Christmas.com in satisfaction of or security for Seller's obligations under the Agreement. As a security measure, Christmas.com may impose transaction limits relating to the value of any Transaction or disbursement, the cumulative value of all Transactions or disbursements during a period of time, or the number of Transactions per day or other period of time.

Returns, Refunds and Adjustments. Unless Christmas.com takes action as provided above under "Initiation of Settlement" and notifies Seller that it is so doing, the Seller will handle all chargebacks, returns, refunds, credits, and adjustments on behalf of Christmas.com and will provide Guest service with respect to the Christmas.com Platform and Seller's Transactions. Christmas.com will resolve disputes between Guests and Sellers, and Seller agrees to be bound by any decision provided by Christmas.com. Anything in the preceding sentence to the contrary notwithstanding, Christmas.com shall have authority, in the event of any chargebacks, refunds credits or adjustments, to withhold (or direct a Payment Service Provider to withhold) funds sufficient to cover such matter from any other remittance due to Seller until such matter is resolved.

C. Remittance of Payments to Seller

The obligation of the relevant Payment Service Provider to remit funds collected on Seller's behalf is limited to funds that have actually been received by the Payment Service Provider, less amounts owed by Seller to Christmas.com and/or the Payment Service Provider, or entitled to be deducted or

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withheld (such as Taxes and Referral Fees) and subject to returns, adjustments, chargebacks, reversals, or withholding for anticipated claims in accordance with the Agreement.

- Seller agrees to allow Christmas.com or any Payment Service Provider to suspend any transmissions for suspected illegal activity, fraud, risk or compliance purposes, which may include
 - (i) withholding transmission of funds to offset chargeback or other fraud losses or losses due to illegal activity, or
 - (ii) interdicting transmission of funds for compliance purposes, such as to comply with U.S. sanctions obligations. Any suspension or interdiction shall continue until the matter that instigated the suspension or interdiction is, in the judgment of Christmas.com, satisfactorily resolved.
- If Seller provides Christmas.com or any Payment Service Provider with incorrect information about a Payout or other account of Seller, funds may be disbursed to the wrong account or payee, and Seller, Christmas.com and/or the Payment Service provider may be unable to recover the funds from such incorrect disbursements. Neither Christmas.com nor any Payment Service Provider shall have any obligation to make a payment or transmission to a correct account or payee except from funds actually recovered from the incorrect account or payee (without any obligation to pursue any such recovery), and neither Christmas.com nor any Payment Service Provider shall be responsible for any losses Seller may incur as a result.
- If Seller notifies Christmas.com of any alleged payment errors. Christmas.com will cooperate with Seller (at no cost to Christmas.com) in any investigation of any reported errors.
- Christmas.com and its Payment Service Providers will not be liable to Seller for delays in Payouts or other nonperformance caused by an excusable delay. As used herein, “excusable delay” means any delay in the performance of any obligation which is beyond the reasonable control of Christmas.com or a Payment Service Provider (such as a catastrophic natural disaster, war or act of terrorism) and which is not caused by any default or act of commission or omission of Christmas.com.

D. Additional Transaction Processing and Payment Terms

Representations and Warranties. In addition to other representations and warranties in the

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Agreement, Seller makes the following representations and warranties regarding Transaction processing:

- Seller has not had a contract to accept card transactions terminated at the direction of a Card Organization or governmental authority.
- All information provided or to be provided by Seller to Christmas.com or a Payment Service Provider is and shall be accurate and complete, including information about Seller's identity and the nature of Seller's business and any verification information required by Christmas.com or a Payment Service Provider; and
- Seller will not engage in (a) Transactions that are illegal in any jurisdiction involving the Christmas.com Platform or the Seller; (b) Transactions involving counterfeit or intellectual-property infringing goods; (c) activities that could cause harm to a Payment Service Provider or the Card Organization brands; or (d) violations of applicable Law (including, but not limited to, laws regarding anti- money laundering and anti-terrorist funding).

Indemnification by Seller. In addition to any other indemnification obligations of Seller under the Agreement, Seller will indemnify, defend and hold harmless the Christmas.com Parties, Christmas.com's Payment Service Providers, and the Card Organizations, from and against any and all actions, suits, losses, liabilities or claims arising out of or relating to:

- All Seller acts and omissions, Guest payment disputes, and other payment-related Guest service issues caused by or arising out of any act or omission by Seller, including, but not limited to, Seller's non-compliance with data security requirements;
- Any amounts owed by Seller to Authorize.net under the Authorize.net Connected Account Agreement;
- Any reversals, chargebacks, fines, fees, penalties and attorneys' fees for which Seller is liable under this TPSP Policy; and Seller's, or Seller's employee's or agent's, negligence or willful misconduct in connection with any Transaction.

No Payment Service Provider shall be deemed to be a third party beneficiary of the Agreement, and nothing herein shall be deemed or construed to create any obligation, liability or duty of Christmas.com or any Christmas.com party or affiliate to any Payment Service Provider unless expressly and unambiguously so stated.

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Nothing herein shall be deemed or construed to modify, supersede or nullify any obligation of any Payment Service Provider to any Seller or of any Seller to any Payment Service Provider under any other agreement between them or under any otherwise applicable law.