

## Rules of Use

Have a good time reading our Rules of Use.

### 1. Accepting these rules

This document and the other documents that we reference below make up our Rules of Use.

Rules of Use are a legally binding contract between you and Plixur. If you live in North America or South America, the contract is between you and Plixur

This contract sets out your rights and responsibilities when you use the services provided by Plixur (we'll refer to our website, mobile apps and other services as our "Services"), so please read it carefully. By using any of our Services (even just browsing our website), you're agreeing to the Rule of Use.

### 2. Those Other Documents We Mentioned

Plixur's Services connect people around the world, both online and offline, to make, sell and buy unique goods. Here's a handy guide to help you understand the specific rules that are relevant for you, depending on how you use the Services:

**Rules for Sellers.** If you list any items for sale through our Services, these policies apply to you.

**Rules for Buyers.** If you use our Services to browse or shop, these policies apply to you..

**Rules for Third Parties.** These policies apply to:

- **Intellectual property**

All of these policies are a part of our Rules, so be sure to read carefully the ones that are relevant for you,. Of course, you'll still want to read the rest of this document because it applies to everyone!

### 3. Your Privacy

We know your personal information is important to you, so it's important to us. Our **Privacy Policy** details how your information is used when you use our Services, and it's also a part of our Rules, so please read it.

### 4. Your Account with Plixur

You'll need to create an account with Plixur to use some of our Services. Here are rules about accounts with Plixur You must be 18 or older to use our Services. Otherwise, you may only use our Services under the supervision of a parent or legal guardian. Be honest with us. Provide accurate information about yourself. **It's not OK** to use false information or impersonate another person or company through your account.

- a.** Choose a nice username. A username that is offensive, vulgar, or infringes someone's intellectual property rights violates the Rules.
- b.** You are responsible for your account. You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose billing information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.
- c.** Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure.
- d.** Let's be clear about our relationship. These Terms don't create any agency, partnership, joint venture, employment or franchisee relationship between you and Plixur.
- e.** Should answer any questions you have about registering an account with Plixur.

## **5. Your Content**

Content that you post using our Services is your content (so let's refer to it as "Your Content"). We don't make any claim to it. That includes anything you post using our Services (like usernames, shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, etc.).

- a.** Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you're not infringing or violating any third parties.
- b.** Permission to Use Your Content. By posting Your Content through our Services, you grant Plixur a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help Plixur function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote your stuff.
- c.** Rights You Grant Plixur. (Here's the legalese version of the last section). By posting Your Content, you grant Plixur a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content to provide the Services and to promote Plixur, your Plixur shop, or the Services in general, in any formats and through any channels, including across any Plixur Services or third-party website or advertising medium
- d.** That sounds like a lot, but it's necessary for us to keep Plixur going. Consider these examples: if you upload a photo of a listing on your Plixur shop, first, we have permission to display it to buyers, and second, we can resize it so it looks good to a buyer using our mobile app; if you post a description in Spanish or Portuguese, we can translate to English so a buyer

from North America or around the world can learn the story behind your item and if you post a beautiful photo of your latest Product, we can feature it on our homepage, in one of our blogs or even on a billboard to help promote your business and Plixur's

**e.** Reporting Unauthorized Content. Plixur has great respect for intellectual property rights, and is committed to following appropriate legal procedures to remove infringing content from the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please follow the steps listed in our **Intellectual Property Policy**. If Your Content infringes another person's intellectual property, we will remove it if we receive proper notice. We'll notify you if that happens.

**f.** Inappropriate, False or Misleading Content. This should be common sense, but there are certain types of content we don't want posted on Plixur's Services (for legal reasons or defamatory, obscene, vulgar or otherwise offensive or in violation of our **Community Policy** or any part of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

## **6. Use our Services**

License to Use Our Services. We grant you a limited, non-exclusive, non-transferable and revocable license to use our Services—subject to the Terms and the following restrictions in particular:

**a.** Don't Use Our Services to Break the Law. You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal and international laws that may apply to you. For example, it's your responsibility to obtain any permits or licenses that your shop requires; you may not sell anything that violates any laws; and don't commit fraud, theft or any other crimes against Plixur, another Plixur user or a third party.

**b.** Pay Your Bills. You are responsible for paying all fees that you owe to Plixur. You are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services. For digital items sold to buyers in the EU, however, Plixur will help collect and remit the correct amount of VAT. Your fees, bills, taxes and how you can pay them are fully explained in our **Fees & Payments Policy**.

**c.** Don't Steal Our Stuff. You agree not to "crawl," "scrape," or "spider" any page of the Services or to reverse engineer or attempt to obtain the source code of the Services.

**d.** Don't Try to Harm Our Systems. You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code.

**e.** Follow Trademark Policy. The name “Plixur,” and the other Plixur marks, phrases, logos and designs that we use in connection with our Services, are trademarks, service marks or trade dress of Plixur in the U.S. and other countries.

**f.** Share Your Ideas. We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to Plixur (not including Your Content or items you sell through our Services) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

**g.** Talk to Us Online. Plixur will provide you with certain legal information in writing. By using our Services, you’re agreeing to our ***Electronic Communications Policy***, which describes how we provide that information to you. It says that we can send you information electronically (by email, etc.) instead of mailing you paper copies (it’s better for the environment), and that your electronic agreement is the same as your signature on paper.

## **7. Termination**

You may terminate your account with Plixur at any time from your account settings.

Close your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Oh, and you’ll still have to pay any outstanding bills.

Close By Plixur. We may terminate or suspend your account (and any related accounts) and your access to the Services at any time, for any reason, and without advance notice. If we do so, it’s important to understand that you don’t have a contractual or legal right to continue to use our Services, for example, to sell or buy on our website or mobile apps. Plixur may refuse service to anyone, at any time, for any reason.

If you or Plixur close your account, you may lose any information associated with your account, including Your Content.

We May Discontinue the Services. Plixur reserves the right to change, suspend or discontinue any of the Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Survival. The Terms will remain in effect even after your access to the Service is cancel, or your use of the Service ends.

## **8. Warranties and Limitation of Liability.**

**Items You Purchase.** You understand that Plixur does not manufacture, store or inspect any of the items sold through our Services. We provide the venue; the items in our marketplace are produced and sold directly by independent sellers, so Plixur cannot and does not make any warranties about their quality, safety or even their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release Plixur from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers or items that caused physical injury (like product liability claims).

**Content You Access.** You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. Plixur is not responsible for the accuracy, copyright compliance, legality or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

**People You Interact With.** You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person.

**Third-Party Services.** Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. Plixur is not a party to those agreements; they are solely between you and the third party.

**Warranties.** Plixur is dedicated to making our Services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our Services are provided "as is" and without any kind of warranty (express or implied). We are expressly disclaiming any warranties of title, non-infringement, merchantability and fitness for a particular purpose, as well as any warranties implied by a course of performance, course of dealing or usage of trade. We do not guarantee that: (i) the Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) the Services will be free of viruses or other harmful materials; or (iv) the results of using the Services will meet your expectations. You use the Services solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

**Liability Limits.** To the fullest extent permitted by law, neither Plixur, nor our employees or directors shall be liable to you for any lost profits or revenues, or for any consequential, incidental, indirect, special or punitive damages arising out of or in connection with the Services or these Terms. In no event shall Plixur's aggregate liability for any damages exceed the greater of one hundred (\$100) US Dollars or the amount you paid Plixur in the past twelve months. Some jurisdictions do not allow limitations on incidental or consequential damages, so the above limitations may not apply to you.

## **9. Indemnification**

We wish that nothing wrong happens, but if Plixur gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend Plixur (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms or your account's infringement of someone else's rights.

We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

## **10. Disputes with Other Users**

If you find yourself in a dispute with another user of Plixur's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

Plixur Help. Buyers and sellers who are unable to resolve a dispute related to a transaction on our website or mobile apps may participate in our Plixur Help (Plixur will attempt to help you resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; we will not make judgments regarding legal issues or claims. Plixur has no obligation to resolve any disputes)

You release Plixur from any claims, demands and damages arising out of disputes with other users or parties.

## **11. Disputes with Plixur**

If for any reason you are not satisfactory with plixu, please let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Services:

- a.** GOVERNING LAW. The Terms are governed by the laws of the State of New Jersey, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live.
- b.** You and Plixur agree that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section). Our arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under

the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and Plixur are each waiving the right to trial by jury or to participate in a class action. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

**c.** We're based in Jersey City New Jersey, so any legal action against Plixur related to our Services must be filed and take place in Jersey City. That means the seat of any arbitration shall be in Jersey City. For any actions not subject to arbitration, you and Plixur agree to submit to the personal jurisdiction of a state court located in Hudson County, New Jersey or the United States District Court for the Eastern District of New Jersey. (If you do happen to visit, don't leave town before taking in the view from the Jersey City Court in New Jersey.)

## **12. Changes to the Rules**

We may update these Rules from time to time. If we believe that the changes are material, we'll definitely let you know by doing one (or more) of the following: (1) posting the changes through the Services or (2) sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

### **Note:**

The Rules, including all of the policies that make up the Rules, supersede any other agreement between you and Plixur regarding the Services. If any part of the Rules is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Rules will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Rules.

### **Contact Information**

If you have any questions about the Terms, please email us at: [jose@plixur.com](mailto:jose@plixur.com)