

External Distribution Agreement

You (as used herein, “you,” “You” or “User”, shall refer to the user of the Site) have elected to make your designs available to other people for purchase as fabric, wallpaper, gift wrap or other products through external distribution partners (“Partners”) as further described in this External Distribution Agreement (the “Agreement”). Participation in our external distribution program (the “Program”) is optional and is available to anyone who agrees to the terms of this Agreement and who has previously agreed to the Seller’s Agreement for participation in the Spoonflower Marketplace. This Agreement shall govern your participation in the Program and the sale of any Content through a Partner. This Agreement is in addition to your obligations under the Spoonflower [terms of service](#) (the “Terms”) and the [Seller’s Agreement](#), which are both incorporated herein by reference. Any defined term used in the Agreement that is not otherwise defined here shall have the meaning ascribed to it in the Terms or the Seller’s Agreement.

By affirmatively indicating your desire to participate in the Program, you are indicating your agreement to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, please access your account settings to remove the indication that you wish to participate in the Program.

We may modify the terms of this Agreement from time to time, and your continued participation in the Program shall signify your acceptance and agreement to be bound by the amended Agreement. If you ever have any questions about this Agreement, please do not hesitate to contact us at help@spoonflower.com

1) Purpose

In the interest of maximizing the retailing potential of Content available for sale in our Spoonflower Marketplace, Spoonflower is pursuing an opt-in distribution strategy beyond its own site and sister brand sites--Roostery and Sprout Patterns. Currently, Spoonflower is pursuing additional distribution opportunities for Marketplace Content with external channel partners, such as Etsy®, Ebay®, and Amazon®. Your participation in this distribution strategy is free of charge, completely optional, and at your sole discretion.

2) Selling Content through Partners

Participation in the Program is optional, and open to all users who participate in the Marketplace. By default, all Content available through the Marketplace will only be available for purchase through the Site and/or our sister brand sites, Roostery and Sprout Patterns. To participate in the Program, you will need to access your account settings and affirmatively select to opt-in to participate in the Program.

You acknowledge and agree that choosing to participate in the Program does not mean that any or all of your Content will be made available through our Partners. Spoonflower maintains the sole authority to choose Content for inclusion in distribution through Partners based on the Content’s sales performance in the Marketplace and/or through Partners. As such, Spoonflower is not required to include any specific Content in the Program.

By opting to participate in the Program, you are agreeing to the potential distribution of your Content through all Partners with whom we are currently working. There is not the opportunity, at this time, to opt into one Partner but exclude other Partners. You acknowledge that Spoonflower reserves the right to add or remove Partners from the Program at its exclusive discretion and shall have no liability to you, including without limitation due to lost sales, because of its decision to add or remove a Partner.

As with any other Content, you represent and warrant that you own or otherwise are authorized to use the design being offered for sale. You further agree that the sale of the Content via the Marketplace or through a Partner will not violate the copyright, trademark or other proprietary rights of any third-party. Further, you will not use any third-party trademark, trade names, or publicity rights in connection with the name, description or tags associated with your design that may result in confusion as to the source of the Content. Spoonflower and its Partners reserve the right to modify, block, edit or delete any Content, term or terms used to promote Content if it believes, in its exclusive discretion, that the use may violate a third-party right or is otherwise objectionable.

Spoonflower will make every effort to distribute your Content in a timely manner, but it may take up to three months before your designs become visible on Partner sites.

Spoonflower will make efforts to remove all instances of designs in distribution when said design has been removed from the Site or if you indicate that you no longer wish to participate in the Program, but it may take up to one (1) week before designs have been removed from all channels (including our sister sites and all Partners). If any orders for products bearing your Content are made after the Content has been removed from the Site but prior to being removed from a Partner's site, we reserve the right to fulfill the order and you will receive Commissions for any such sale as specified below. If there is a particular design that needs to be removed with great urgency, please contact our customer service team at distro@spoonflower.com.

3) Pricing and Payment

By opting to participate in the Program, you agree that:

- Spoonflower will set the retail price for the products bearing your Content when it is sold through a Partner.
- Spoonflower will pay the listing fees required by a Partner to make the Content available on the Partner's site.
- Upon receiving an order from a customer through a Partner for one or more of your designs, Spoonflower will print the product per the specifications associated with your Content and ship the products to the customer.
- All products bearing your Content sold through a Partner, will be treated as a sale through the Marketplace, and you will earn the Commissions and bonus commissions for such sales as specified in the Seller's Agreement.
- Payments of Commissions for sales through a Partner will be paid to you in the same manner as Commissions earned for sales through the Marketplace, as specified fully in the Seller's Agreement.
- You will receive notice when your Content has been sold through a Partner. This notice may come via e-mail or through your Spoonflower account and will identify the Content

and the Partner. You will not have access to the customer's information to send a thank you or follow up message.

4) Privacy and Partner Terms

Your privacy is very important to us at Spoonflower. Information concerning the data we collect and store and how that information is used is set forth in the Privacy Policy. By participating in the Program you expressly consent to Spoonflower's use of your personal information (including using email to communicate with you) as described in the Privacy Policy, which is incorporated herein by reference. You also agree that Spoonflower may disclose some of your personal information (such as Content, username) to our Partners, but solely as necessary to facilitate the sale of your Content through a Partner. We will not sell your email address or other contact information to our Partners.

By participating in the Program, you accept that Spoonflower and its Partners cannot prevent unauthorized copying or distribution of your Content. Spoonflower will not be liable for any copying, distribution or other infringement of any of your rights in the Content not authorized by Spoonflower. You agree to release and waive any claims against Spoonflower for such third party acts.

Your sale of Content through a Partner may be subject to the terms of service and privacy policies of the Partner site. While Spoonflower shall use its best efforts to ensure that any Partners' terms of service and privacy policy are at least as protective of you and your Content as Spoonflower's Terms, you are solely responsible for compliance with any Partner terms and privacy policies and should familiarize yourself with these obligations prior to electing to participate in the Program.

5) Indemnity

You agree to defend, indemnify and hold Spoonflower and Spoonflower's officers, directors, employees and other Representatives harmless from all judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) a third-party claim that any design you sell or offer for sale through a Partner or the Content associated with the design, violate an intellectual property right of the third-party; (b) your sale or offer for sale of any Content through a Partner; (c) your failure to pay your tax obligations arising from the sale of any designs through a Partner; or (d) your violation of this Agreement.

6) Disclaimer of Warranty

YOU UNDERSTAND AND AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE RISK. THE MARKETPLACE, THE SITE, PARTNER SITES AND THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SPOONFLOWER AND ITS REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR

INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SPOONFLOWER OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SPOONFLOWER DOES NOT MAKE ANY WARRANTY THAT (A) THE MARKETPLACE, THE SITE, OR ANY PARTNER SITE, ITS CONTENT OR ANY PRODUCTS ORDERED THROUGH THESE CHANNELS, INCLUDING FABRICS, WILL MEET YOUR REQUIREMENTS, OR (B) THAT THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR SOLD BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS.

7) Miscellaneous

If you are accessing this Site from the European Union and have a complaint about Spoonflower, complaints can be lodged at ec.europa.eu/consumers/odr

All other terms applicable to your participation in the Program and any other features of the Site are set forth in the Terms and/or the Seller's Agreement.

EFFECTIVE DATE: October 21st, 2016