FAIRE WHOLESALE, INC. BRAND
TERMS OF SERVICE
Effective July 5, 2023

1. Overview

Thank you for your interest in becoming a brand on the Faire wholesale online marketplace, accessible through its websites (collectively, the "Site") and mobile applications (collectively, the "Application") (together, the "Services"). Throughout these Brand Terms of Service ("Brand Terms"), the terms "Faire," "us," and/or "we" refer to Faire Wholesale, Inc. The terms "you" and/or "your" refer to you as a user of the Services as a Brand. These Brand Terms, along with Faire's Terms of Service ("General Terms") and Privacy Policy, govern your sale of products as a Brand through the Services. These Brand Terms reference and link to various Faire policies that provide additional details regarding the Services, and such policies are incorporated herein by reference and are to be treated as part of these Brand Terms. You hereby acknowledge and agree to the set forth below. Capitalized terms used herein but not defined shall have the meanings given to them in the General Terms. Throughout these Brand Terms, the word "include" or "including" means "including, but not limited to".

2. Key Definitions

a. "Brand" means a seller who offers to sell and/or sells its products to Retailers through the Services. The term "Brand" also includes "Distributor" as defined below.

b. "Distributor" means a seller who offers to sell and/or sells a third party brand's products to Retailers on the Services under express, valid and continuous authorization from such third party brand.

c. "Retailer" means a buyer who purchases products through the Services for the purpose of resale.

3. Account Registration – Brand Account

a. Brand Account. To sell products through the Services as a Brand, you must submit an application to become a brand and be approved by Faire for an account ("Brand Account"), as further set forth in the General Terms. By accepting these Brand Terms and providing the requested information (including any necessary documentation evidencing product compliance and safety, and if you are a Distributor, proof that you have the necessary rights from applicable third party brands whose products you seek to distribute on the Services) during the Brand application process (as detailed in the General Terms), you authorize Faire and its affiliates and payment processors to settle and disburse funds to you and on your behalf, and on behalf of any third party brands

whose products you seek to distribute on the Services. Faire will use good faith efforts to review your application to become a Brand as soon as possible. You acknowledge that Faire is only able to accept a limited number of Brands at any given time, and that Faire is not obligated to accept you as a Brand. You hereby release Faire from any liability regarding the acceptance process.

b. Wholesale Relationships. Faire understands that Brands have sales representatives in certain territories. If you have such sales representatives, Faire will work with you to block off certain geographical areas where your sales representatives are located so that you do not receive orders from those geographical areas. To initiate geographical blocking, you will need to contact us.

c. Distributors. If you intend to distribute a third party brand's products on the Services, you must obtain express written consent from the applicable third party brand. Such consent must include all relevant third party brand details (including, without limitation, brand name, products to be sold, and relevant contact information), all of which Faire requires for legal and quality purposes. As a Distributor, you acknowledge and agree that a third party brand may in its discretion choose to list its products directly on the Services, in which case the relevant products would be removed from your listing as a Distributor.

4. Onboarding

a. Shop Page. Each Brand has its own dedicated store page on the Site featuring its products (including descriptions and other pertinent information) ("Shop Page"). Faire will create and design your Shop Page with the information you provide (or you may do so yourself if certain self-onboarding features are available in our discretion, except that such self-onboarding features do not apply to Distributors unless otherwise authorized by Faire in writing in its sole discretion). You agree that Faire may adjust, edit or remove Content you submit in order to comply with Faire's internal specifications and requirements. Faire reserves the right to approve the final look and feel of your Shop Page in its sole discretion. To have Faire create your Shop Page, you must provide a catalog file, high resolution photography (product and lifestyle) in accordance with Faire's photography guidelines, and your minimum order number, all described below. Faire may ask for additional information as needed. As soon as your Shop Page is created, Faire will send you an activation email.

b. Catalog File. As part of the onboarding process, you are required and agree to submit to Faire a catalog file of your entire and complete wholesale product catalog containing the following information: (i) product name; (ii) individual or prepack; (iii) product variations; (iv) case size; (v) wholesale price by region; (vi) retail price; (vii) product descriptions; and (viii) whether products are active or inactive. The catalog must be in accordance with Faire's Product Guidelines.

c. High-Resolution Photographs. You are required and agree to provide high-resolution photographs of your products in accordance with Faire's photography guidelines. Photographs that could reasonably be considered objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful or otherwise inappropriate are prohibited. You shall submit all photographs as indicated by Faire, and Faire will select the best quality and most appropriate photographs for your Shop Page. Faire reserves the right to reject content that violates Faire's guidelines or these Brand Terms.

d. Order Minimums. You may set minimum order quantities for your products on a region-by-region basis. If you wish to have minimum order quantities, you agree to provide Faire with your first order and reorder minimums (together, an "Order Minimum"), which will be displayed on your Shop Page.

e. Shipping Lead Time. You must set your typical shipping lead time, which should be an accurate estimation of your actual lead times and which you should use all reasonable efforts to meet. Faire reserves the right to adjust the shipping lead time, based on actual historical lead times. The lead time you set will be displayed on your Shop Page for the purpose of informing Retailers, who may rely on it when making a purchase. You must also enter an expected shipping date once orders are placed in order to approve/accept the order. You may edit your lead time in your Brand Account settings.

5. Content License, Representations and Warranties

a. License. In connection with your use of the Services, you hereby grant to Faire a worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license to use, view, copy, adapt, modify, distribute, publicly display and publicly perform (through any means necessary) your Content on, through or by means of the Services and any of Faire's advertising, marketing, publicity and other initiatives and events. Faire does not claim any ownership rights in any of your Content and nothing in these Brand Terms will be deemed to restrict any rights that you may have to use and exploit your Content. You hereby agree that Faire may at its option, grant a limited, revocable sublicense to Retailers to use your Content on their website for the sole purpose of promoting products purchased from you through the Services.

b. Representations and Warranties. You acknowledge and agree that you are solely responsible for all Content that you make available through the Services. Accordingly, you represent and warrant that: (i) you are either the sole and exclusive owner of the Content that you make available through the Services or you have all rights, licenses, consents and releases necessary to grant to Faire the rights in such Content as contemplated under these Terms (including, without limitation, all rights, licenses, consents and releases from applicable third party brands if you are a Distributor); and (ii) neither the Content nor your posting, uploading, publication, submission or transmittal of the Content or the use by Faire or a Retailer of the Content (or any

portion thereof) on, through or by means of the Services or social media platforms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or contain inaccurate, misleading, libelous, misleading or otherwise unlawful, abusive, harassing or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services, or result in the violation of any applicable law or regulation. You agree that you will not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any posts. You are solely responsible for any Content you provide and its accuracy. Faire takes no responsibility and assumes no liability, and you hereby release Faire from any such liability related to any Content posted or otherwise made available by you, and you agree to indemnify Faire per the terms of the Indemnification section herein.

6. Product Listing and Compliance

a. Product Listing. Faire requires each Brand to list their entire wholesale catalog, unless otherwise agreed in writing by Faire, and provide a description for each product. Faire reserves the right to accept or reject any products and has final discretion as to the content of the final Shop Page. Brand's available products will at all times comply with Faire's Product Guidelines regarding prohibited products.

b. Maximum List Price. Faire has a maximum price for products listed on the Services. Please visit for Faire's current policy.

c. Product and Content Compliance. All products made available on Faire, and related Content, must meet Faire's Product Guidelines, found here. You acknowledge and agree to: (i) abide by Faire's Product Guidelines and to refrain from making available any prohibited products identified in Faire's Product Guidelines; (ii) comply with all applicable laws, rules and regulations, including safety, labeling, testing, warning, import/export and other consumer protection law requirements; (iii) not infringe upon or misappropriate the intellectual property, publicity or other rights of others; (iv) not provide any false, inaccurate or misleading information about your products; and (v) ensure that you have all necessary rights, licenses, permissions and consents to offer for sale and sell the products through the Services, including (a) that they are allowed to be sold from your jurisdiction and into the Retailer's jurisdiction and (b) if you are a Distributor, that you are properly authorized to do so by the applicable third party brand(s). You acknowledge and agree that Faire is not responsible for determining whether you meet the above requirements, you hereby release Faire from any liability with respect thereto and agree to indemnify Faire as set forth in the Indemnification section set forth below. Failure to comply with Faire's Products Guidelines may result in the temporary suspension or permanent termination of your Brand Account, in our sole discretion.

7. Product Pricing

a. Pricing Consistency. You acknowledge and agree that your prices on your Shop Page will be consistent with all other wholesale and retail channels where your products can be found in the applicable region. Product prices on your Shop Page must be displayed exclusive of indirect taxes, such as sales tax (in the U.S.), GST/HST, QST, PST (in Canada) or similar taxes.

b. Price Audits. You acknowledge and agree that Faire may perform routine price and content audits of the products listed on your Shop Page. That includes reviewing for wholesale and retail price consistency between your sites, and reviewing discrepancies that are communicated to us from Retailers. In the event a discrepancy is found, Faire may reach out to you and require certain action be taken to resolve the issue. If you fail to properly and/or timely respond to the discrepancy, Faire reserves the right to temporarily suspend or permanently terminate your Brand Account.

8. Title, Returns, Promotions

a. Flash Title. With respect to Brands located in the United States, as soon as you accept an order from a Retailer located in the United States, title to the product(s) in the order passes to Faire before passing to the Retailer. If the Retailer cancels the order prior to you shipping the order, or if the Retailer cancels the order because you have delayed shipping the order past the expected shipping date, then title passes back to you.

b. First Orders with a Brand. Faire offers free returns on the first order placed with any Brand. From the date the order is placed, a Retailer has a limited period of time to return the product for a full refund. Any additional orders (reorders) from a Brand are not eligible for return unless otherwise determined by Faire in its sole discretion. However, Faire, not the Brand, takes on this return risk, as returned items will not be deducted from your payout for the order.

c. Returned Products. Faire takes title to all products returned by a Retailer, subject to its return policies (not all products are eligible for return). Faire may, at its option, promote and distribute any returned products through its various redistribution channels. Retailers may purchase these returned products without meeting the Brand's Minimum. You acknowledge and agree that Faire may promote and redistribute such products bearing your brand name through these and/or other avenues. If you do not want your returned products to be re-sold or redistributed by Faire, you may opt-in to our Buy-Back Program, where available, which will allow you to buy back your returned inventory subject to certain additional terms and conditions made available to you prior to opting in (Faire will also consider individual buy-backs in its reasonable discretion).

9. Commissions, Payment Processing Fees, and Payout Schedules

a. Acceptance of Terms. By accepting these Brand Terms, you acknowledge and agree to the commissions, Payment Processing Fees (as defined in this Section), calculations, other identified costs, and payout schedules set forth below. You agree and authorize Faire and/or its payment processors to deduct all commissions and fees due and owing from your payout amount, and to settle and transfer funds to your bank account as designated by you through your Faire account. If you are a Distributor, you acknowledge and agree that you have the power and authority to agree to the foregoing with respect to all third party brands whose products you distribute on the Services.

b. Commissions.

(i) Except as explicitly stated in these Brand Terms, Faire charges Brands the following commission (the "**Commission**") on orders placed through the Services (at times referred to as the Faire "marketplace"):

- For opening orders (i.e., the first order from a Retailer), the Commission charge is 15% of the Order Subtotal (as defined below) plus a new customer fee of ten dollars ($10)(USD); and

- For reorders (i.e., subsequent orders from a Retailer), the Commission charged to a brand is 15% of the Order Subtotal.

As used herein "**Order Subtotal**" means the total product cost, less brand funded discounts as reflected in the invoice provided by Faire to the applicable Brand.

(ii) As further described in Section 19 (Faire Direct), Faire agrees to waive the Commission for Qualified Faire Direct Orders (as defined below) and a Brand pays 0% commission on such orders.

c. Calculation. Commissions are calculated based on the dollar amount of the Order Subtotal. Any items that a Retailer marks as damaged, missing, or otherwise defective are deducted from the payout of the order (Faire does not receive a commission on these items). If you send a replacement for a damaged, missing, or defective item, Faire will pay you for the invoiced cost of the replacement item.

d. Payout Schedule; Payment Processing Fee.

(i) Payout Options. Brands can select how fast they want payouts to their designated bank account for orders placed with the Brand through the Services (each a "**Payout Option**") subject to Section 9(d)(iv). Faire currently offers three Payout Options: (1) a 60 day payout; (2) a 30 day payout; and (3) a next day payout. You can update your Payout Option anytime. You can visit our Help

Center for details on how to update your Payout Option. If you update your Payout Option, that option will apply to pending and future orders as outlined in Faire's then-current policies (available here).

(ii) Payment Processing Fee. As used herein, "**Payment Processing Fee**" means the fees from third-party payment processors along with the costs of managing flexible payment terms for retailers and guaranteeing brands get paid on time, regardless of when their Retailers pay or what payment method they use, and other costs including the costs of managing fraud, and the costs of chargebacks, late payments and defaults. Please note that while Faire works to ensure Brands are paid on time, a payout to a Brand may not be completed for various reasons, including a Brand's violation of its obligations under these Brand Terms, in the event of fraud, if ordered products are missing or damaged, or as a result of actions taken by your bank or financial institution.

(iii) Brands will incur a Payment Processing Fee for each Payout Option as follows:

Selected Payout Option	60 day	30 day	Next day
Payment Processing Fee	1.9% + US$0.30	2.4 % + US$0.30	3.5% + US$0.30.

(iv) As used herein the "**Designated Payout Date**" means the number of days applicable to your selected Payout Option (i.e., 60 day, 30 day or the next day). You acknowledge and agree that you are not entitled to any interest or other compensation associated with your selected Payout Option. The Payment Processing Fee is applied to the Order Subtotal and will be deducted from your payout amount and reflected on your Brand invoice. Subject to your compliance with these Brand Terms, after a shipment of an order has been scanned by your shipping provider and is in transit, Faire will initiate the transfer of the amounts owed for such order in accordance with these Brand Terms to your designated bank account approximately on the next business day following the Designated Payout Date. It is anticipated that funds for any of the Payout Options will appear within 1 to 2 business days of being processed. Faire is not responsible for any actions taken by your bank or financial institution that may result in some or all of the funds not being made available to you. Faire reserves the right to suspend payouts to your bank account due to pending disputes, excessive chargebacks or refunds, as necessary to comply with any request from Faire's third party payment processors, and/or other improper or illegal activity as determined by Faire in its sole discretion.

e. Taxes. All of Faire's fees (including Commission and Payment Processing Fees) are exclusive of indirect taxes, including sales tax and similar indirect taxes that may be applicable as a result of applicable U.S., Canadian or other foreign law. In particular, all of our fees are exclusive of applicable Canadian federal and/or provincial indirect taxes, including goods and services tax/harmonized sales tax ("GST/HST"), Quebec sales tax ("QST") and/or provincial sales tax ("PST"). Such taxes shall be added to Faire's fees for services as provided by law.

Applicable to Canada based brands only: Faire will calculate the applicable indirect taxes payable (generally GST/HST, QST, and PST) for transactions entered into with Retailers through the Services. Depending on your tax registration status, the nature of the supplies, and all other relevant factors, as provided to Faire, Faire may remit such taxes to you as part of the order payout for onward remittance to the appropriate tax authorities or shall remit such taxes directly to the appropriate tax authorities. Where such taxes are remitted to you, you acknowledge and agree that you are solely responsible for the onward remittance of any such taxes as well as any other payments or filings required under applicable law. You hereby release Faire with respect thereto, and agree to indemnify, defend and hold Faire harmless against any and all such (withholding or other) taxes, contributions, penalties and/or interest, or any claim or action in relation therewith.

10. Shipping - Costs, Lead Times, Shipping Providers, Damaged Products

a. Shipping Costs. Brands have the option to use "Ship with Faire" for Faire negotiated discounted shipping rates. Faire reimburses Brands only for shipping costs incurred by Brand if Brand chooses to ship on its own account and not with Faire. Where a Brand uses Ship with Faire, shipping costs may appear on a Retailer's invoice, in which case such shipping costs will be excluded from the Brand payout. Shipping costs may not be inflated in any way. For the avoidance of doubt, Faire is not responsible for handling transport or customs clearance of any Brand products.

b. Tracking Number. You will be asked by Faire for, and you agree to provide within your account, tracking information for each order. If an order is shipped in multiple packages, you agree to provide tracking numbers for each package. When you input the tracking number(s), Faire will automatically send an email to the Retailer letting them know the order is on its way. Although not required, Faire recommends that you require a signature for your shipments to ensure delivery and provide evidence that an order was in fact received.

c. Damaged or Missing Products. Retailers are responsible for reaching out to you through the Services to try to resolve issues relating to damaged or missing items in an order. Faire will notify you if a Retailer reports to Faire directly that a product is damaged or if an order is missing items. Faire will pass along any photographs of any damaged item or of the order as a whole that it receives. You acknowledge and agree that you alone are responsible for resolving the issue, including making a claim with

your shipping provider, and you hereby release Faire from any liability with regard thereto. Faire reserves the right to deduct payouts or charge the bank account or any payment method we have on file associated with your account related to items that are reported as damaged or missing. You have the right to dispute the charge with Faire, but we reserve the right to reject any dispute/claim created by you about the charge.

d. Shipping Insurance. Faire does not require you to purchase shipping insurance. However, Faire strongly recommends that you do so in order to facilitate any shipping dispute you have with a Retailer. Shipping protection may be available. Shipping protection and insurance may be offered by third parties. Except as explicitly agreed to by the parties in writing, Faire is not responsible for any shipping protection or insurance products.

11. Inventory, Orders, Recalled Products

a. Inventory. You agree to keep sufficient inventory on hand for products advertised as being available, and to keep inventory numbers current. You agree to promptly remove any products that are discontinued or are out of stock through your Brand Account portal. It is your responsibility to keep your product catalog current and up-to-date based on availability (whether items are back-ordered or discontinued).

b. Orders. Faire will send you an email each time a Retailer places an order for your products. Your Brand Account will also be updated with new order details. You will be able to review the order details, edit inventory availability and accept or cancel the order. You must accept or cancel an order within 2 business days of receiving the email notifying you of the order. If you cancel an order, you will be asked to provide a reason for not being able to fulfill the order. Repeated order cancelation may result in the temporary suspension or permanent termination of your Brand Account, in our sole discretion.

c. Right to Refuse. You have the right to refuse any order by a Retailer for any reason. Repeated refusal may impact your visibility and search placement within the Services to Retailers.

d. Recalled Products. You agree to immediately inform Faire if any of your products have been recalled, giving at least the following information: (i) product name; (ii) SKU number or other identifying number; (iii) number of units sold to Retailers; (iv) purpose of recall; and (v) any other information necessary so that the products may be properly and quickly recalled.

e. No Circumvention. Once an order has been placed through your Shop Page by a Retailer, you agree that you will fulfill all orders placed by such Retailer through the Services. You further agree to not influence Retailers to transact offline outside of the

Services in any manner, or otherwise circumvent Faire's process in order to transact orders with Retailers who were introduced to you through the Services offline or outside of the Services in any manner. Faire reserves the right to deactivate or terminate your account if you fail to abide by these terms.

f. Pause Mode. If you are going on vacation, or are unable to accept new orders for a period of time, you may pause your Shop Page for up to 12 weeks at a time using "Pause Mode" found in your Brand Account tab. You will still be able to access your Brand Account and we encourage you to fulfill any orders you have already accepted while on "Pause Mode."

12. Commitment to Quality and Service

a. Minimum Standards. Brand and Retailer satisfaction is of utmost importance to the long-term health and success of the Faire community. Accordingly, Brands are subject to the following minimum standards in connection with the Services:

(i) To accurately list and describe available products on your Shop Page;

(ii) To comply with any governmental guidelines related to product labeling;

(iii) To timely accept or cancel an order from a Retailer;

(iv) To timely fulfill and ship orders to Retailers using a reputable shipping provider;

(v) To promptly and effectively respond to Retailer inquiries; and

(vi) To promptly resolve missing or damaged orders with a Retailer.

b. Metrics. You acknowledge and agree that in order to ensure that you are meeting the foregoing Brand's minimum standard requirements, Faire will track and measure your performance using a variety of metrics, including collecting reviews and ratings from your Retailers. Reviewed individually and as a whole, these metrics help Faire determine whether you are meeting Faire's expectations on delivering a great experience for the Retailers. Such metrics also include:

(i) Accuracy of product listings;

(ii) Catalog completeness;

(iii) How often your shipments are later than the expected shipping date;

(iv) How often you provide a valid tracking number;

(v) How long it takes you to accept or cancel new orders;

(vi) How often your orders are reported as damaged or missing products:

(vii) How often your products are on backorder, returned or canceled;

(viii) How promptly and effectively you respond to Retailer inquiries; and

(ix) How promptly and effectively you resolve missing or damaged orders with a Retailer.

c. Volume Considerations. Faire takes volume consideration into account when calculating metrics. For example, if a Brand has only 10 orders, and 1 was damaged, then the damaged order rate is 10%. While that metric is technically over Faire's target, it does not necessarily reflect an actual problem with performance given the low volume of orders.

d. Evaluation. Faire typically evaluates a Brand's performance using the above metrics on an ongoing monthly basis, and more frequently during high volume periods such as the holiday selling season. The length of time between reviews depends on the volume of transactions of each flagged Brand Account and/or the extent of available data. Faire reserves the right to adjust its evaluation criteria as needed.

e. Accountability. If Faire determines that you are not meeting the minimum standards of quality and service, Faire may reach out to you in an attempt to resolve the issue and/or temporarily suspend or permanently terminate your Brand Account. Faire also reserves the right to put limits on your Brand Account, lower your visibility and/or search placement across the Services, limit your ability to sell with new Retailers until you resolve outstanding issues, and/or deny signing up any affiliated, related or duplicate accounts.

f. Suspended Accounts. If your Brand Account is suspended for performance issues, you may appeal for re-activation by providing Faire with a plan of action for correcting the problems that contributed to the account being flagged and suspended. If Faire in its sole discretion approves the plan of action, you may resume selling through the Services. If you believe that the flag on your Brand Account is erroneous, you may contact Faire and explain why.

13. Promotion; Email and Marketing Tools

Unless you opt out as set forth below, Faire may feature certain Brands, products and Content at the top of their respective category, on Faire's landing pages, in advertisements, email, social media accounts or in any other channels or media in its discretion. Faire may choose to bid on a Brand's brand names and keywords relating to the Brand's products in advertising products and may create SEO optimized pages or campaigns for Brand brands. Faire shall not be liable for any pricing or availability of a particular product featured in a particular ad or marketing. If you do not want to participate in the Marketing and Advertising Program, please contact us. Faire may

also offer Brands email and marketing tools to use for their business. Additional terms and conditions may apply, including that all account leads must be sourced by you directly (purchasing lead lists from third parties is not permitted). You represent and warrant that you have and will have all requisite permissions and consents from a Retailer or prospective Retailer to provide their name and email address to Faire through your use of the Services, including any email and marketing tools. You acknowledge and agree that use of any email or marketing tools made available through the Services by you or your affiliates or agents will be in compliance with applicable laws, including without limitation, CAN-SPAM. Use of any email or marketing tools made available through the Services in a manner that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and Faire reserves the right to throttle or limit the number of emails sent to Retailers via such tools.

14. Faire Messenger

Retailers and Brands may contact each other directly through Faire Messenger on the Services. You agree to use Faire Messenger only for legitimate business purposes, such as responding to a Retailer's question about your products or the status of an order, or to resolve business issues. You agree to not abuse Faire Messenger, to use it only as is reasonably necessary and to not use it for the purpose of harassment or other improper purposes. If you are not able to answer a Retailer's question or resolve issues, you may contact Faire directly.

15. Product Liability Insurance

All Brands are required to maintain, at their own cost and expense, general commercial liability insurance (including comprehensive product liability) with respect to its products listed on Faire in such amount as is reasonable and customary for companies of comparable size and activities. Faire reserves the right to request proof of such insurance coverage and other relevant information at any time.

16. Indemnity

You agree to defend, indemnify, and hold Faire, and its parent, subsidiaries, affiliates, partners, successors, and assigns, and each of their owners, members, officers, directors, employees, agents, representatives, contractors, subcontractors, licensors, service providers and third party content providers, harmless from any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal and accounting fees) made by any third party due to or arising out of your violation of these Brand Terms, the General Terms and/or any law or the rights of a third party, and/or your use of or participation on the Services.

17. Prohibited Uses

Faire will have the right to investigate and prosecute violations of these Brand Terms to the fullest extent permitted by law. Faire may involve and cooperate with law enforcement authorities in prosecuting users who violate these Brand Terms. You acknowledge and agree that Faire has no obligation to monitor your access to or use of the Services or Content, or to review or edit any

Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Brand Terms, to investigate a complaint or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Company reserves the right, at any time and without prior notice, to remove or disable access to any Content that Faire, in its sole discretion, considers to be in violation of these Brand Terms or otherwise harmful to the Services. Faire reserves the right to cooperate fully with law enforcement, and to involve and share information with law enforcement, governmental agencies or other oversight bodies if Faire suspects illegal activity may be taking place.

18. Termination

If you breach any of these Brand Terms, Faire will have the right to temporarily suspend or permanently terminate your Brand Account, your eligibility to participate in any programs (including Faire Direct) or promotions offered by Faire, and/or terminate these Brand Terms and/or the General Terms, in its sole discretion and without prior notice to you. Faire reserves the right to revoke your access to and use of the Services at any time, with or without cause. In the event Faire terminates these Brand Terms or your Brand Account for your breach, you will remain liable for all amounts due hereunder. You may terminate your relationship with Faire at any time by contacting us or as otherwise indicated in your Brand Account portal. Faire will take down your Shop Page as soon as practicable and will close your Brand Account once there has been an accounting of all monies due and owing. In the event of any termination of your Brand Account, all program benefits or other promotional incentives accrued or earned by you or related to your Brand Account will cease or otherwise be canceled.

19. Faire Direct

a. Faire Direct enables Brands to take orders and process payments from their prior retailer relationships using their own personalized Faire Direct link and the supporting tools (e.g., widget, email) accessible in the brand portal.

b. As a Brand on Faire, you will pay 0% commission on qualified Faire Direct orders from Retailers, which meet any of the following conditions (each a "**Qualified Faire Direct Order**"):

(i) a Retailer first purchases from you on Faire through your Faire Direct link;

(ii) a Retailer signed up for Faire and creates a valid new account through your Faire Direct link; or

(iii) You provide valid documentation to support the existence of a prior relationship with the Retailer. The documentation must meet Faire's then-current policies and be approved in writing by Faire.

c. All Qualified Faire Direct Orders are subject to verification by Faire and Faire may audit and/or revoke any prior approval or acceptance of a Qualified Faire Direct Order (including the underlying Faire Direct relationship) as eligible for 0% commission. The reasons an order's status as a Qualified Faire Direct Order may be revoked include in the event of fraud or error or similar occurrence, or your violation of these Brand Terms.

d. Documentation supporting an order's status as a Qualified Faire Direct Order must be provided prior to your order payout date. Faire will not issue refunds for Commissions on orders that have already been paid out, but future orders from the applicable Retailer will be considered Qualified Faire Direct Orders and the 0% commission will apply starting from the time Faire's written confirmation indicating qualification for Faire Direct is transmitted by Faire to the Brand.