

THE ACCESSORY CIRCLE by X Terrace Fashion Ltd.
Shopify Partner Agreement

Date of Partner Agreement		
Partner Details	Company name	
	Company number (if applicable)	
	Company VAT number (if applicable)	
	Trading website address	
	Registered office (if applicable)	
	Telephone number	
	Email address	
	Main contact full name	
	Type of products sold	
Joining Fee (if applicable)		£ 0
Monthly Subscription Fee (if applicable)		£ 0
Commission (as a percentage of Net Price)		8.5 %
Agreement Period		Until canceled
Transaction Fees		2.5 %

This Partner Agreement is made on the Effective Date and is subject to our Conditions set out overleaf. If they are missing for whatever reason, a copy of the Conditions may be found at the following URL: <https://theaccessorycircle.com/pages/shopify-partner-seller-terms-conditions>

Signed by The Accessory Circle by X Terrace

.....
Director

.....
Print Name

Signed by the Partner

.....
Director

.....
Print Name

PARTNER AGREEMENT - CONDITIONS

1. Interpretation Definitions:

1. **Commission and Transaction Fees:** commissions and transaction fees payable to The Accessory Circle in accordance with these terms to which VAT will be added at the applicable rate.
2. **Conditions:** these Conditions to which the Partner Agreement will be subject to.
3. **Content Standards:** the standards set out in the annex to these conditions.
4. **Designated Page:** a page or series of pages on the Platform which enables the Partner to list its Products for sale to customers.
5. **Effective Date:** the date of the Partner Agreement.
6. **H+S Standards:** The Accessory Circle's mandatory standards as amended by notification to the Partner from time to time.
7. **The Accessory Circle by X Terrace:** X Terrace Fashion Ltd. (Company number 09324493) who operates The Accessory Circle.
8. **Joining Fee:** (if charged) the one-off fee payable by the Partner to The Accessory Circle when accepted as a Partner.
9. **Images:** images uploaded to the Designated Pages, or elsewhere on the Platform as the case may be, by the Partner.
10. **Monthly Subscription Fee:** (if charged) the monthly fee payable during the term of the Partner Agreement for accessing the Platform.
11. **Net Price:** in relation to any Products, the price actually charged to the customer, not including delivery charges.
12. **Partner:** the person who accesses the Platform with a view to selling its products to customers.
13. **Partner Agreement:** the agreement made between Partner and The Accessory Circle in which is subject to these terms.
14. **Platform:** The Accessory Circle platform which is located at www.theaccessorycircle.com and is more particularly described in clause 2.
15. **Platform Terms:** the terms and conditions by which the Platform operates which may be found at www.theaccessorycircle.com.
16. **Products:** products offered for sale by the Partner via the Platform.
17. **Transaction Fees:** fees charged by The Accessory Circle to represent the administration costs associated with operating the Platform and with processing payments and refunds to which VAT will be added at the applicable rate.

2. The Platform

- 2.1. The Accessory Circle provides an online marketplace to facilitate the sale of Partners Products to customers who access the Platform, on these terms.
- 2.2. The Partner shall be free to appoint any other person as its agent, distributor, re-seller, or franchisee for the sale of the Products, and The Accessory Circle will not be entitled to any Commission on sale achieved via these other channels.
- 2.3. The Partner shall be entitled to market and sell the Products directly to customers and the Agent shall not be entitled to any commission on the value of such sales.
3. Grant of license
 - 3.1. Subject to the Partner's compliance with these terms and payment of the Commission, The Accessory Circle hereby grant to the Partner a non-exclusive, non-transferable right to access the Platform for the purposes of offering their products for sale to customers.
 - 3.2. The Accessory Circle will suspend or revoke the Partner's access to the Platform in the event of it using the Platform:
 - (a) For any illegal activity;
 - (b) For any activity which will breach any statutory or regulatory obligation;
 - (c) Other than in accordance with these terms or the Platform Terms; and
 - (d) Other than in full compliance with the H+S Standards.
4. The Accessory Circle's obligations
 - 4.1. The Accessory Circle shall use its reasonable endeavors to promote the Platform generally to potential customers and shall where applicable:
 - (a) Provide a marketplace which will enable the Partner to sell its products directly to customers;
 - (b) Provide the Partner with its own Designated Page;
 - (c) Provide facilities to enable customers to pay for the Products and to receive refunds via the Platform using debit or credit cards or PayPal®, and Apply Pay.
 - (d) Provide technical services to enable Products to be purchased by customers;
 - 4.2. The Accessory Circle will not:
 - (a) Facilitate the manufacture or fulfillment of the delivery of Products to customers;
 - (b) Facilitate the handling of returns;
 - (c) Deal with disputes between the Partner and the customers; and

(d) Offer invoicing or accounting services.

4.3. The Accessory Circle may also offer marketing and service packages to the Partner on request at an extra cost.

5. Refunds

5.1. Returns. The Partner must offer its customers a returns policy on its Designated Page which shall include as a minimum, the stipulations for returns set out in the H+S Standards. The returns policy is capable of being amended from time to time.

5.2. The period in which the Partner shall offer returns or refunds to its customers of Products bought via the Platform, shall not be less than that period available to customers (who are consumers) pursuant to the Consumer Contracts Regulations 2013 but no more than 28 days from the date of the relevant transaction made between the Partner and the customer. The Accessory Circle will not facilitate any refunds beyond the 28 day period.

5.3. Subject to clause 5.4, and until such time as The Accessory Circle have accounted to the Partner in respect of any transaction made on the Platform, it shall use its reasonable endeavors to facilitate the refund to the customer in respect of that transaction if the customer returns the Product or otherwise cancels that transaction in accordance with its statutory rights.

5.4. Refunds will only be made if The Accessory Circle remains in possession of sufficient funds due to the Partner to cover both the amount of the refund and the Transaction Fees associated with that refund. If insufficient funds are available, the refund will only be facilitated when the Partner has provided The Accessory Circle with sufficient funds.

5.5. The Accessory Circle will be also be entitled to deduct or set off a sum equal to the amount of the refund and the Transaction Fees arising in respect of that Refund from any other payments due to the Partner, whether the obligation to make a payment is present or future, liquidated or unliquidated, and whether or not the obligation to pay the Partner arising under the Partner Agreement or otherwise.

6. Availability of the Platform

The Accessory Circle does not guarantee that the Platform will always be available or be uninterrupted. The Platform, or any part of it, maybe suspended or withdrawn, or restricted for business and operational reasons to include any downtime from maintenance requirements (whether planned or otherwise).

7. Prices and supply terms and conditions

7.1. Unless The Accessory Circle has agreed to create a Designated Page (at extra cost), the Partner is responsible for listing its Products on its Designated Page and setting and checking its own prices for those Products.

7.2. The Partner will offer to sell its own Products on its own standard terms and conditions of sale which should be clearly displayed on its Designated Page.

8. Partner's obligations

The Partner undertakes and agrees with The Accessory Circle:

8.1. Joining Fee: to pay the Joining Fee in full when being accepted as a Partner. The Partner will be unable to access the Platform until this has been paid.

8.2. Monthly Subscription Fee: the fee payable by the Partner during the term of the Partner Agreement. If the Monthly Subscription Fee is not paid, The Accessory Circle will be entitled to suspend or revoke access to the Platform until the Monthly Subscription Fee (together with any arrears) has been paid in full.

8.3. Source of Products: to only sell Products on the Platform that the Partner has the right to sell or resell.

8.4. Honor sales and fulfillment of sales: to perform all contracts for the sale of Products made via the Platform in a timely and efficient manner and honor any manufacturing and delivery times given to customers.

8.5. Content Standards. Any Images uploaded by the Partner must comply in all material respects with the Content Standards. The Partner warrants that all Images comply with those standards, and it will be liable to The Accessory Circle and shall indemnify The Accessory Circle for any breach of that warranty.

8.6. Indemnity To indemnify The Accessory Circle against any liabilities which it might incur as a result of acting without reasonable care and skill under this Partner Agreement.

8.7. Management of complaints. Promptly and efficiently resolve any complaint, dispute, or after-sales inquiry relating to the Products raised by a customer.

8.8. Public liability. The Partner shall always maintain both product liability insurance and public liability insurance when using the Platform to sell its Products and for a period of 12 months thereafter, in a sum of not less than £5 million per claim per insurance with a reputable insurer and shall provide the insurance policies and proof of payment of the current premiums, to The Accessory Circle on request.

8.9. Platform terms. The Partner shall comply in all respects with its duties and obligations contained within the Platform Terms.

8.10. H+S Standards. The Partner shall at all material times comply in all respects with the H+S Standards.

8.11. Promote the Platform. The Partner will use its best endeavors to promote the Platform via all the usual social media channels (Facebook®, Instagram®, LinkedIn®, Twitter®, Pinterest®, Google®...etc.).

8.12. **Product quality requirement.** If a product does not meet our quality or product type requirement the Platform has the right to disable the product. This is at the discretion of the Platform.

9. Payments and Commissions

9.1. All payments for Products sold on the Platform must be made through the Platform, and the Partner must not accept any payment directly from a customer. If payment is made directly by a customer, the Partner shall pay the Commission (or an amount equal to the Commission that might otherwise have been earned) to The Accessory Circle immediately upon demand. Time for such payment will be of the essence.

9.2. **Commission.** The Partner shall pay to The Accessory Circle as Commission a percentage of the Net Price of all Products sold on the Platform. The percentage shall be specified in the Partner Agreement.

9.3. **Commission Payment.** The Accessory Circle will deduct its Commission in respect of the sale of each of the Products from payments made via the Platform, together with all Transaction Fees before paying over the balance over to the Partner not less than 30 days after the date of the sale of the Product.

9.4. The Accessory Circle will provide the Partner with a receipted invoice in respect of any Commissions deducted from each sale.

9.5. If any Product sold via the Platform is returned by the customer for whatever reason, The Accessory Circle will still be entitled to be paid its Commission by the Partner. The Accessory Circle will be entitled to deduct or set-off such Commission against any other payments due to the Partner, whether that obligation to make a payment is present or future, liquidated or unliquidated, and whether or not the obligation to pay the Partner arises under the Partner Agreement or otherwise.

9.6. **VAT.** All sums payable under these terms are exclusive of amounts in respect of value-added tax (VAT), which shall be payable at the prevailing rate (if applicable). A VAT invoice shall be provided against any payment.

9.7. **Interest.** If the Partner fails to make any payment due to The Accessory Circle under these terms by the due date for payment, then the Partner shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Partner shall pay the interest together with the overdue amount.

9.8. **Survival.** The provisions of clause 9 shall survive termination of these terms in relation to all sales of the Products that have been concluded before the date of termination.

10. Non-circumvention

In order to protect The Accessory Circle's legitimate business interests, the Partner shall not solicit, encourage or entice away (or attempt to solicit, encourage or entice away) from The Accessory Circle, the business or custom of any customer who has accessed the Platform and thereby denying The Accessory Circle the right to earn and be paid its Commission.

11. Intellectual property

11.1. The Partner grants to The Accessory Circle a non-exclusive license to do the following acts:

- (a) Reproduce its Images on the Platform;
- (b) Reproduce any Images in any advertising or promotional material produced by The Accessory Circle; X Terrace and its brands.
- (c) Use the Partner's trademarks, trading names and logos on the Platform.

11.2. The Partner warrants and represents that it is the sole legal and beneficial owner of, and owns all right, title, and interest in the Images and that it has not licensed or assigned or charged, or encumbered any of the Images in any way.

12. Duration and termination

12.1. Term. These terms shall take effect from the Effective Date and either party may terminate the Partner Agreement at any time by giving the other party not less than 30 days' written notice.

12.2. Termination for cause. Without affecting any other right or remedy available to it, The Accessory Circle may terminate the Partner Agreement with immediate effect by giving written notice to the Partner if:

- (a) the Partner sells or attempts to sell any Product via that Platform that was not truthfully described;
- (b) the Partner uses the Platform for any activity set out in clause 3.2;
- (c) the Partner commits a material breach of any other term of these terms, or the Platform Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so; and
- (d) the Partner fails to comply in all respects with the H+S Standards.

13. Consequences of termination

13.1. Accrued rights and duties. Termination of these terms shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these terms which existed at or before the date of termination.

13.2. Consequences of termination. On termination of these terms:

- (a) **Marketing to cease.** The Accessory Circle shall cease to list the Products

and close the Partner's Designated Page; and

(b) Access. The Partner's right to access the Platform will be revoked.

13.3. Notwithstanding termination, the Images may remain on the Platform to be used by The Accessory Circle for promotional or marketing purposes. In that event, The Accessory Circle shall be under no obligation to make any payment to the Partner in respect of that use.

13.4. Survival. Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. Compliance

14.1. Compliance. Each party shall at its own expense comply with and assist the other party to comply with all laws and regulations relating to its activities under these terms, and with all and any conditions binding on it in any applicable licenses, registrations, permits, and approvals. Such laws shall include but not be limited to the Data Protection Act 2018.

15. Limitation of liability

15.1. Unlimited liability. Nothing in these terms shall limit or exclude the liability of either party for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable).
- (b) Any matter in respect of which it would be unlawful to exclude or restrict liability.

15.2. Limitations of liability. Subject to clause 15.1:

- (a) The Accessory Circle shall not be under any circumstances whatever be liable to the Partner, whether, in contract, tort (including negligence), breach of statutory duty, or otherwise, for
 - a) any loss of profit, revenue, or anticipated savings; or
 - b) any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- (b) The total liability of The Accessory Circle to the Partner in respect of all loss or damage arising under or in connection with these terms whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate amount of the commissions paid to The Accessory Circle by the Partner in the 12-month period prior to the event giving rise to the liability first arose.

16. General

16.1. Force Majeure. The Accessory Circle shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these

Terms if such delay or failure result from events, circumstances, or causes beyond its reasonable control.

16.2. Entire agreement.

These terms, the Partner Agreement, and the Platform Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

16.3. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) Waive that or any other right or remedy.
- (b) Prevent or restrict the further exercise of that or any other right or remedy.

16.4. Severance. If any provision or part-provision of these terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.

16.5. Notices.

- (a) Any notice or other communication was given to a party under or in connection with this Partner Agreement shall only be given to the other party via the Platform.
- (b) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.6. Third-party rights. No one other than a party to these terms, their successors, and permitted assignees, shall have any right to enforce any of its terms.

16.7. Governing law. These terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

16.8. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims).

ANNEX (Content Standards)

These content standards (Content Standards) apply to any and all Images, information, and materials that the Partner uploads to the Platform (Contribution).

The Content Standards must be complied with in the spirit as well as to the letter. The Content Standards apply to each part of any Contribution as well as to its whole.

The Accessory Circle will determine at its discretion, whether a Contribution breaches the Content Standards.

A Contribution must not be:

- Defamatory of any person (alive or deceased);
- Obscene, offensive, hateful or inflammatory;
- Sexually explicit;
- Violent;
- Discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age;
- Deceptive;
- In breach of any legal duty owed to a third party;
- Illegal;
- In contempt of court;
- Threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Likely to harass, upset, embarrass, alarm or annoy any person; or
- Unlawful or assist any person to commit or assist in the commission of any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.