

# Handled Terms of Service

Date of Last Revision: December 10, 2025

These terms of service (“Terms of Service”, “Terms”, or “TOS”) form a contract between you (referred to herein as “Customer”, “you”, “your” or “Merchant”) and Handled, Inc. (“Handled”, “we”, “us”, or “our”) that governs your access and use of the Services (as defined below in Section 1B). By using any of the Services, you agree to be bound by these Terms of Service. If you are using the Services on behalf of an organization, you are agreeing to these Terms of Service for that organization and representing to Handled that you have the authority to bind that organization to these Terms of Service (in which event, “you” or “Merchant” will refer to the organization). You may use the Services only in compliance with these Terms of Service and only if you have the power and right to form a contract with Handled.

## 1. ACCOUNTS, HANDLED SERVICES, AND POLICIES

- a. **Accounts.** In order to create an account with Handled, you will provide Handled with identifying information, a password, company information and information about your Inventory (“Registration Information”). You agree that you will provide accurate Registration Information and will promptly update such Registration Information as necessary, but in no event later than 30 days after any applicable change. Upon Handled acceptance of your request to register for an account (“Account”), you will be sent validation and activation instructions. Access to, and use of, the Account is restricted to authorized users only. You agree not to share your password(s), Account information, or Account access information. You are responsible for maintaining the confidentiality of password(s) and Account information, and you are responsible for all activities that occur under your password(s) or Account(s) or as a result of your access to the Account(s). You agree to notify Handled immediately of any unauthorized use of your Account. Handled shall not be liable for any unauthorized use of your Account. Through your Account you can select Services. For purposes of these Terms, “Good Standing” means that the Account has a sufficient balance relative to your credit limit and that you are not in breach of these Terms or Policies.
- b. **Services.** Subject to your compliance with these Terms and the Policies (as defined below in Section 1(c)), Handled shall perform the Services as selected and authorized by you. For purposes of these Terms, “Services” means the Handled products and services and any other features, software, technologies and/or functionalities offered by Handled and ordered by you. All Services that you order (“Orders”) are deemed incorporated into, and governed by, these Terms. By using the Services, you acknowledge and agree that Handled operates warehouses, and is also a broker of third-party warehouse and shipping services. Handled helps you accept shipments from, and make shipments to, third parties. Handled is an independent contractor for all purposes. Handled acts as your agent only with respect to the custody of your

merchandise, which is goods or products received, stored, processed, or shipped by Handled on behalf of the Customer (hereinafter referred to as "Inventory"). For clarity, Handled shall not be deemed a manufacturer, distributor, merchant of record, or seller of any Inventory. Handled acts solely as a warehousing and fulfillment service provider and has no control over the design, labeling, manufacture, safety, marketing, or legality of any Inventory.

- c. Customer Policies and Use of Services. Handled has defined policies that govern your use of the Services ("Policies"). The Policies are incorporated by reference. In the event of any conflict or inconsistency between these Terms and any of the Policies, these Terms shall control. Your breach of any of these Terms or the Policies shall excuse Handled's performance of the applicable Service. The Policies include:
  - i. Privacy Policy, Data Processing Agreement, and other policies: <http://handledcommerce.com/terms/policies>
  - ii. Standard Service Fees: <https://www.handledcommerce.com/terms/standard-service-fees>
  - iii. Ingestible & Topical Products Waiver and Acknowledgment: <https://www.handledcommerce.com/terms/ingestible-topical-waiver>

You acknowledge that your breach of the Policies or the Terms may result in you incurring additional fees from Handled or third parties for the applicable Services.

## 2. FEES.

- a. Service Fees. "Service Fees" are the fees for any Services and any third-party fees (including, but not limited to carrier fees, shipping fees, rates of duty, international brokerage charges, freight charges, insurance, technology, or other charges given during your use of Services) ordered by you and any special or additional fees assessed against your Account as permitted in these Terms or the Policies. Note that the Service Fees for Services are billed to the period in which the Services are performed.
- b. Pricing. All Service Fee quotations are estimates and will be based upon the information provided by you, but final Service Fees may vary based upon the shipment actually tendered. Charges will be assessed at the rates effective at the time the shipment is processed for fulfillment. Due to potential delays beyond the control of Handled in the discovery of errors, Handled reserves the right to retroactively assess or adjust fees, and to make certain aspects of an Account not editable at Handled's discretion in order to avoid further errors.
- c. Changes to Service Fees. You acknowledge and agree that due to the nature of the Services, the Service Fees may be subject to change. Handled may pass through to you any Carrier rate increases or Carrier rate calculation methodology or other Carrier surcharges charged by Carriers in relation to fuel, dangerous goods, Peak Season, and other carrier surcharges, and Handled agrees to use commercially reasonable efforts to provide fifteen (15) days prior written notice of any such increases. Notwithstanding the foregoing, in the event any of our Carriers are impacted by a Force Majeure Event, if Carriers impose surcharges, Handled will pass through such surcharges and provide the same notice, if any, that Handled receives. Handled may, in its discretion, change other Service Fees upon thirty (30) days' prior

written notice to you. Any Service Fee changes will only apply to Orders completed after the effective date of such change. Updates to correct clerical errors will take effect immediately and may, at Handled's sole discretion, apply retroactively. Your continued use of the Services following the effective date of any Service Fee increase will mean you accept and agree to pay the increased Service Fees. If any change to the Service Fees is unacceptable to you, you have the right to terminate the Agreement in accordance with these Terms of Service.

- d. **Storage Fees.** Storage charges become applicable upon the date that inventory is delivered to Handled, regardless of unloading date or date of issue of warehouse receipt. A full month's storage charge will apply on all goods received between the first and last day, inclusive, of a billing month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding billing months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the billing month. Handled will charge Customer and Customer agrees to pay the long term storage ("Long Term Storage" or (LTS")) fee for Inventory stored in the warehouse longer than 12 months and when Customer has more than 10 units of Inventory. The fees for LTS are in addition to the standard storage fees and are set forth in Handled's Standard Service Fees.
- e. **Special Projects.** Warehouse labor required for Services other than those set forth in the applicable Order Form, mutually agreed upon written amendments or exhibits, or the Standard Service Fees (i.e., out of scope services) is considered a "Special Project" and will be charged to the Customer at the Hourly Rate, rounded up to the nearest 15 minute increment. Examples of Special Projects include, but are not limited to, ad-hoc kitting or retail-prep projects, re-packaging projects reporting marked weights, cycle counts, serial numbers counts, or compilation of other data, or physical checks of Inventory.
- f. **Packaging Fees.** To the extent Handled provides boxes, mailers, pallets, shrink wrap, dunnage, bracing, packing materials or other special supplies, there shall be a charge in addition to Handled's cost, as specified in the applicable Order Form or Standard Service Fees.
- g. **Minimum Charges.** A minimum handling charge or minimum storage charge per month will only be made if set forth in the applicable Order Form or otherwise agreed upon in writing.
- h. **Shipping Fees.**
  - i. **Shipping Quotations are Estimates Only.** Quotations as to shipping fees, rates of duty, international brokerage charges, freight charges, insurance premiums or other charges given during your use of Handled Services are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon us. Quotations accepted through Handled Services' online interfaces and APIs are estimates based on the information you have supplied. Your final shipping charge may differ based on carrier shipping prices, the actual characteristics of your product, the delivery address, and services requested during the normal course of delivery. Handled specifically disclaims liability for any shipping rate errors due to information you have supplied, such as dimensions and weights you have entered into our system. Handled disclaims liability for any shipping

- rate errors due to failures in communication with shipping carriers that are outside of Handled's control.
- ii. Billable Weight (Dim Weight). Each shipment tendered to us is charged according to the actual weight or the dimensional weight, as defined by each carrier.
  - iii. Additional Fees. Fees such as fuel surcharges, rural delivery, Customs and security, failed pickup or delivery, returns, labor and waiting time, reconsignment, and other charges charged by carriers may be assessed and result in additional charges and may incur additional transit day(s). Known surcharges like Fuel surcharge and Delivery Area surcharges will typically be included at the time of shipment. Some surcharges and fees are not known until after delivery has been made, (e.g., additional delivery attempts, redirect fees, address correction fees); you are responsible for any invoiced surcharge or fee for shipments from your account. Handled may bill these charges in arrears without additional notice. Handled further reserves the right to bill additional fees, along with Handled administrative fees, for address corrections and other carrier adjustments that are billed to Handled by transportation carriers and agencies.
  - iv. Third Party Parcel Carrier. Handled offers a service to ship order(s) on a third party shipping Account ("third party parcel carrier" shipment). When using a third party carrier in conjunction with Handled services, you shall be responsible for any associated fees billed to Handled. Handled shall not be responsible for determining if fees are correct, delivering messages between the carrier and yourself, or otherwise acting as an intermediary. If an invoice arrives at Handled, for fees applicable to your shipment, these fees will be billed to your Account along with discretionary fines. If notice of fees is determined at a later date, all penalties and holds will be immediate and retroactive. Handled specifically disclaims any liability for third party carrier fees. Scheduling of third party carriers is considered a Special Project, and carries with it standard Special Project service levels.
  - v. Product Descriptions, dimensions and weights. When you input new product SKUs into Handled you must enter accurate weight and product dimensions. If your weight or dimensions are smaller than the actual product, Handled shipping estimates will be low and when the actual shipping price is incurred by the carrier your Account will be back-billed the difference. If your shipping weights and dimensions are greater than the actual product, Handled will overpay the postage and the carrier may not notify Handled or you of the overpayment. Handled will not be responsible for refunds for overpayment of carrier fees due to erroneous product weight or dimensions. If you do not know your exact product weight and dimensions please submit a Special Project request to measure your inventory for weight and dimensions. All shipping costs quoted are estimates until billed by carriers. Handled reserves the right to edit dimensions and weight at its discretion to reflect actual packing requirements.
  - vi. Shippable Addresses. You are responsible for the accuracy and deliverability of order shipping addresses. In order to produce carrier-compliant shipping labels, Handled may, at its discretion, verify and/or correct the delivery

address for some order shipping addresses, but this is not a replacement for merchant address diligence and verification. If Handled provides an order shipping estimate on the basis of an address later discovered to be inaccurate or incomplete, the merchant is responsible for any applicable address correction fees, or for any difference in shipping cost due to differences between the merchant-provided address and the actual address. Examples of discrepancies for which the merchant may be responsible include, but are not limited to, incomplete addresses, commercial/residential address status, and rural address status. If the address that you send us lacks sufficient information in order to create a carrier label, the corresponding order will be placed on hold and sent to you for correction. Handled reserves the right to assess administrative fees for address correction. To avoid address correction errors, we recommend leveraging address correction tools when obtaining recipient address information.

- vii. International Shipping. Handled reserves the right to charge additional item, international documentation or per shipment handling fees for any international shipment; Handled will make best efforts to display these in shipping estimates. Handled offers International shipping on a “best efforts” basis because we cannot guarantee delivery due to the unknowns involved with cross-border shipping. Customs and Customs agents can delay, refuse to process, assess brokerage, lose or impose unanticipated customs, tax or duties to international shipments at their discretion. Even perfectly documented shipments can be returned to the warehouse with no reasons indicated. Handled will not refund or guarantee an international shipment that was lost or returned. We recommend that all international shipments be tracked and insured..
  - viii. Carrier Returns. Shipments that are not delivered are often returned by the carrier and assessed return shipping, brokerage and returns processing carrier fees. These fees assessed by the carriers are billed through to merchants, often without notice. Handled strives to work with merchants to circumvent returns or abandon inventory at the merchant’s request; however, this is done on a best efforts basis and Handled reserves the right to access administration fees.
  - ix. International CDT. Customs, Duties and Taxes (“CDT”) on any international shipment charged by the carrier are the responsibility of the merchant and will be charged back to the merchant regardless of whether they were or were not in the initial shipping estimate, or whether the order was or was not delivered.
  - x. FRAUD. IT IS YOUR RESPONSIBILITY TO PROTECT YOURSELF FROM FRAUD. IT IS YOUR RESPONSIBILITY TO PAY ALL FEES RELATED TO ORDERS WHETHER THE ORDER IS FRAUDULENT OR THE PRODUCT IS DELIVERED OR NOT.
- i. Returns
    - i. Return Shipping Fee: Returns shipping through Handled is optional. You can buy a return shipping label from us at a discount, pricing is available in our Standard Service Fee Policy; otherwise, you can buy your own return shipping labels or ask your customers to buy them. Although we will process

international returns, Handled does not offer return shipping labels for international orders.

- ii. Returns Fee: The Returns Fee covers receiving, inspecting, recording, and putting away returned inventory and is only applied when the return physically arrives at Handled's fulfillment center. Inspection is limited to determining whether an item is unopened and appears to be in new condition. Items meeting this condition will be returned to inventory, while all other items will be quarantined or disposed of in accordance with the Customer's instructions. Additional fees shall apply as outlined in the Standard Service Fee Policy.

Unless otherwise agreed to in the applicable Order Form, the Returns Fee applies only to inventory originally shipped by Handled. Handled reserves the right to charge the Special Project Hourly Rate for any return not associated with an outbound shipment originally fulfilled by Handled.

Standard Return Fee Includes:

1. Receiving the return shipment at our warehouse.
2. Inspecting the returned items to determine if they are:
  - a. Unopened and appear to be in new condition, in which case it shall be Returned to inventory.
3. Opened or used, in which case it shall be quarantined or disposed of, per Customer instructions.
4. Recording the return disposition (restock, quarantine, or disposal) based on inspection results.
5. Putting away returned items in accordance with the return disposition and inspection findings.

Handled reserves the right to reject, return, or dispose of any inventory that does not comply with this policy.

- j. Currency Fluctuations. Handled reserves the right to adjust its pricing in response to currency fluctuations, including but not limited to, currency conversion rate changes, conversion fee changes, and/or discount rate changes.
- k. Taxes. You acknowledge and agree that all fees, charges and any other rates or amounts charged by Handled to you hereunder are exclusive of applicable value added, sales/use or Inventory and service taxes ("Transaction Taxes") which may be levied in connection with the supply by Handled of the Services to you. Where applicable, you shall pay all Transaction Taxes arising in respect of the Service Fees or other amounts charged by Handled to you.
- l. Currency. All dollar amounts stated in these Terms and the Policy's will be in US dollars unless otherwise specified.

### 3. ACCOUNT BALANCES AND PAYMENTS

- a. Account Balances. There are two payment categories used by Handled accounts: Prepaid and Postpaid (Net Terms). Your terms will be specified in Your Order Form.
  - i. Prepaid Accounts. For prepaid customers, your Handled account must contain funds in order to ship your products. You can add and/or

automatically replenish funds to your Handled account using the payment method you have on file. As you accrue shipping charges, Handled deducts the cost from your prepaid balance. We will perform Services, including receiving inventory and fulfilling orders, provided that your account is in Good Standing. Handled may set a minimum balance that you must maintain on your Account ("Minimum"). Handled reserves the right to increase or to decrease the Minimum on your Account immediately upon notice to you. If your Account is closed for any reason, Handled reserves the right to hold the Minimum Balance for up to 180 Days. It is important to ensure that your Handled account remains funded, and that your funding method is active as there may be a delay in account reactivation caused by insufficient funds. If at any time additional funds are required, and no valid payment method is available, your Account will be placed on hold, and an administration fee may be assessed.

- ii. **Postpaid Accounts (Net Terms).** For Postpaid customers (i.e. Net Terms), you will find your terms and credit limit on your Order Form. We will collect payment from you the earlier of weekly or when you reach your credit limit. The amount and terms of credit are subject to our periodic review. Handled may in its sole discretion increase, decrease, suspend or revoke credit at any time for any reason and without advance notice. Please note that if your credit limit is reached, order fulfillment will be placed on hold until a payment is received and you have available credit to use. All payments must be designated for a specific open invoice, so it is important to indicate the invoice number on each payment. Alternatively, you can provide this information to your account manager.
- b. **Payment Options.** Handled offers bank transfer & ACH, credit card (subject to an additional 2.9% service fee), or wire transfer (subject to standard bank fees). Payment processing is provided by Intuit Quickbooks. By agreeing to this Agreement or continuing to utilize Handled Services, you agree (a) to be bound by the Intuit Quickbooks Account Agreement, as modified by Intuit Quickbooks from time to time and (b) to authorize Handled to share business and transaction information (including customer data) with Intuit Quickbooks for the purpose of facilitating and processing payments. Handled, in its sole discretion, may refuse any payment option to anyone or any user without notice for any reason at any time. In the event of a chargeback or other charge from a financial institution, Handled will charge the following fees to you: credit card chargeback (\$25), failed ACH direct debit (\$5), ACH dispute (\$15), returned check (\$15).
- c. **Interest Charges.** Handled may charge, and you will pay, interest at an amount not to exceed one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on all amounts past due, including any amounts which are disputed by Customer which are later determined to be due.
- d. **Abandoned Account and Liquidation.** We understand that circumstances may arise which delay payments, and we are committed to working with you to resolve any issues. If your Usage Fees remain unpaid for more than 30 days, your account may be classified as an At-Risk Account.

- i. Between days 30 and 60, we will make efforts to contact you in writing to resolve the outstanding balance. This will include sending a written notice to the email associated with your account.
- ii. If payment has not been received by day 60, your account may be classified as an Abandoned Account, and liquidation proceedings for the Inventory will commence. Upon liquidation:
  - 1. Your ownership rights to the Inventory will be forfeited to Handled.
  - 2. Liquidation proceeds will first be applied to outstanding Usage Fees.
  - 3. If proceeds exceed the balance owed, any surplus will be returned to you.
  - 4. If the proceeds do not cover the full balance, you will remain responsible for the unpaid amount.
- iii. We encourage you to reach out to us if you are experiencing challenges. Our goal is to provide opportunities to resolve issues and prevent accounts from reaching this stage.
- e. Overdue Invoices. If a Customer payment method has failed, Handled will attempt to recharge the Customer payment method at its discretion, including attempts for partial balance collection.

#### 4. RECEIVING

- a. Requirements for a Standard Receiving. All inbound shipment of Inventory to a Handled warehouse must follow the Standard Receiving Requirements. Prior to any inbound shipment of Inventory arriving at a Handled warehouse, you must provide Handled with digital bills of lading through your Account and schedule an appointment for inbound freight shipments (non-parcel) prior to their arrival at a Handled warehouse (collectively a "Receiving Order").
- b. Inbound Non Compliance Charge. Customer shall pay an inbound non-compliance fee as set forth on Handled's Standard Service Fees or as required by any Special Project for any Inventory delivery which either (a) is missing a corresponding ASN, (b) has additional units or is missing units stated on the ASN, (c) is delivered on a pallet that is not 40" x 48" or exceeds the capacity of the pallet, e.g., is oversized or overhangs the pallet dimensions, (d) is missing a packing slip, or (e) has missing or unreadable barcodes.
- c. Prohibited and Restricted Inventory.
  - i. Hazardous, dangerous, perishable, fragile, and adult products are some examples of products that are unacceptable. Please see Handled's Prohibited and Restricted Inventory for guidance. Handled may, in its sole discretion, determine that an unacceptable product is Conditionally Acceptable on a Merchant by Merchant basis, with additional terms agreed to between Handled and Merchant. You must provide advance notice of fragile, adult, dangerous and perishable product BEFORE it arrives at the warehouse. Merchants that fail to obtain approval prior to shipping products to Handled are subject to holds, fees and may have their account suspended. Shipments must be prepared or packed to ensure safe carriage with ordinary care in handling. Fragile and Hazardous goods must be identified. Should Handled be required to provide additional paperwork or information to ship one or

more of your packages, a Special Project may be created and additional time and fees may apply. High-risk Inventory—including but not limited to baby and children's products, ingestible goods, nutraceuticals, cosmetics, products containing lithium-ion batteries, and medical or safety-related devices—may only be stored, handled, or shipped by Handled with express written pre-approval. Handled reserves the right to reject or dispose of such Inventory at the Customer's expense if shipped without prior approval. Receipt of Prohibited and Restricted Inventory without prior written approval shall not constitute acceptance by Handled. Handled reserves the right to reject, return, quarantine, or dispose of such Inventory at the Customer's sole expense.

- ii. Should Customer ship Prohibited and Restricted Inventory or Hazardous Materials to Handled without Handled's approval, Handled may either reject the shipment at the time of delivery or hold the shipment for a maximum of 72 hours, pending receipt of return shipment instructions from Customer. Shipments held for greater than 72 hours may be subject to additional storage fees. Customer will bear all handling and shipping costs incurred by Handled in shipping the Inventory back to Customer or the destination designated by Customer.
  - iii. All approved shipments classified as Hazardous Materials will be processed out of the warehouse designated by Handled in its sole discretion. Depending on the regulatory requirements and exceptions available, some Hazardous Material products may be eligible to be shipped only via ground service within the 48 US contiguous states and District of Columbia, and others may be eligible to also ship by Air. No Export shipments are allowed. The Customer will be responsible for keeping all information and materials up to date, as may be required to provide Handled and carriers with current information.
  - iv. Any user violating the Prohibited and Restricted Inventory policy voids any implied or express warranties and violates the Handled Terms of Service. Violating this policy may also result in temporary or permanent limitation of a user's account, a held account, termination of an account with 30 days' notice, or immediate termination. This includes the inability to ship merchandise, to remove financial information from an account, and for users to close their accounts as a way of evading the policy. Additionally, users whose accounts are permanently limited for violating this policy are barred from future use of Handled and its services, and such users are not permitted to directly or indirectly open new or additional Handled accounts on behalf of themselves or others.
- d. Defective Inventory or Packaging; Obsolescence; Disposal
- i. We reserve the right to refuse, dispose of and/or return at your cost any inventory we deem unfit, dangerous, requiring special attention, or otherwise interfering with our normal operations. You are also liable for any additional labor and materials needed to handle defective product or packaging.
  - ii. If you provide pre-packaged inventory, we may determine your packaging to be insufficient for shipping, and an outside box required. At our discretion,

- we may offer an outside box and packaging solution for an additional fee, or we may return the inventory to you at your cost.
- iii. Disposal of your merchandise may be subject to additional handling and fees. Generally with respect to the cost of handling, the merchandise will be handled as a normal outbound order. However, damaged inventory, inventory requiring inspection or inventory that needs to be deconstructed prior to disposal (e.g., removing batteries) may incur additional handling charges. Any disposal order will incur charges to cover a waste removal charge. Certified disposal is not recommended but can be arranged via a Special Project if necessary. Handled at its sole discretion may refuse to accept a disposal order. A sufficient available balance is needed to cover the cost of handling plus any additional fees. Storage fees will be required until all items are disposed of or shipped out.
- e. Receiving Accuracy & Disclaimers
    - i. Handled receiving process may audit case pack quantities for one case per SKU, and extrapolate the total units quantity received. Handled will verify quantities using the external marketings on cases. Concealed variances often cannot be identified. Any variance in case pack quantities must be explicitly labeled on the outside of the case. Handled inventory counts are not audited or certified accurate.
    - ii. Handled does not audit product dimensions and/or weights. Handled will typically validate product weights and dimensions the first time that product is received at a warehouse only. After the first receipt, Handled may “spot audit” reported product characteristics for accuracy. Handled specifically disclaims responsibility for the accuracy of product attributes (weight and dimensions) being entered into the Handled system by customers.
    - iii. In the case of master cartons and receiving in B2B quantities, where a unit represents multiple individual units bundled together, absent a Special Project requesting inspection, Handled does not audit for accuracy that any specific number of individual units are correctly represented. If you would like Handled to audit inbound receiving item counts, inventory levels or product attributes (weight and dimensions) for inventory being received, in storage or as packaged for shipment you must initiate a Special Project.
    - iv. Should an inventory discrepancy be found, Handled’s responsibility is limited to updating the Handled Account inventory levels to match the discovered actual inventory levels. For Merchants that would like to insure their inventory while held in Handled warehouses, we recommend third-party insurance. Losses on inventory must be submitted as a claim against third-party Inventory Insurance.
    - v. You are responsible for product attribute accuracy. You must provide Handled with information concerning the stored inventory which is accurate, complete and sufficient to allow Handled to comply with all laws and regulations concerning the storage, handling and transporting of the stored inventory.
  - f. Arranging Your Own Freight
    - i. Handled can provide assistance with inbound and outbound freight, by putting you in touch with certified partner carriers or forwarders. Please be

advised that Handled is not responsible for any delays or fees including, but not limited to, demurrage, detention, wait time, or re-delivery fees.

- ii. Handled provides partially integrated services for the use of Freight (LTL or Full Truckload) services. Handled can provide assistance with Third Party Billed freight with prior approval. Additional handling charges and minimums will be applied to your account. Please be advised that Handled is not responsible for delays or fees and any freight and/or shipping charges billed back to Handled will be added to your account with an administration fee.
- iii. To drop off or pick up inventory at Handled facilities, carriers must meet these minimum requirements:
  - 1. Must be licensed to operate a commercial vehicle in local jurisdiction. Where required vehicle must have license number stenciled on the outside of the vehicle
  - 2. Must carry a minimum of \$10,000 USD general liability insurance - Certificate of insurance must be available online or must be available to be presented by carrier on arrival
  - 3. Must have dedicated customer service or dispatch phone number to schedule appointments.
  - 4. Must have a pre-printed Bill of Lading with carrier company letter head and/or logo.

#### 5. STORAGE, WAREHOUSE CONDITIONS, AND ACCESS TO INVENTORY

- a. Once inventory is received by Handled, such inventory is unavailable for inspection, exchange or pickup without an outbound shipment including handling fees. You must submit a standard order for shipping if you wish to move the inventory to another location, including an alternate Handled warehouse. You cannot drop off or pick up inventory at Handled warehouses in person.
- b. Restricted Access to Handled warehouses. Since your Inventory may be stored along with the Inventory of other merchants, you are not permitted to enter Handled's warehouses or access your Inventory in a Handled warehouse, without reasonable advance notice and prior express written consent from Handled. If you are granted access to a Handled warehouse, you will be monitored during the access period, and your access can be terminated if Handled determines, in its reasonable discretion, that your access may present a safety risk to any person or property, that your access unreasonably interferes with the operations of the Handled warehouse, or if you otherwise fail to observe any site rules or requirements of the Handled warehouse.
- c. Transfers between Handled warehouses. You agree that Handled may, in its reasonable discretion, transfer your Inventory at any time to another Handled warehouse in order to optimize its fulfillment network. You will be notified if such transfer occurs, so that you have clear oversight of the location of your Inventory and the Handled warehouse from which they will be dispatched to your customers.
- d. Forecasts. Handled may require that you provide daily, weekly and/or monthly forecasts of (a) goods that you or your suppliers will deliver to our warehouses ("Receiving Forecast"), and (b) the number of orders and units that you plan to ship

("Order Forecast"). Handled reserves the right to limit the number of units that may be delivered and/or stored at a warehouse.

- e. Warehouseman's Lien. You agree and acknowledge that the Handled warehouses maintain an actual or constructive general and continuing warehouseman's lien and security interest (under the UCC, in respect of Inventory located in the United States, under this contractual right, and under any similar statute or common law rights applicable in any other jurisdiction in which Inventory are located in a Handled warehouse) for all Inventory in such Handled warehouse's possession or control, regardless of whether a specific receipt is issued, to cover all charges, expenses, costs, and Fees set forth in this Agreement. In the event a Handled warehouse is required to exercise a lien or security interest, you shall be responsible for all necessary and reasonable costs incurred to enforce the lien or security interest including reasonable attorneys' fees. You will execute any and all agreements and documents so that the Handled warehouse may obtain, perfect, and maintain the lien rights and security interest in the Inventory. You will also execute any and all documentation to permit Handled to perfect the liens.
- f. Temperature, Humidity Levels, and Environmental Conditions. Handled does not represent, warrant, or guarantee that any Handled warehouse will maintain a specific temperature range, humidity level, air quality, or other environmental conditions, nor shall Handled be liable for fluctuations in these conditions or their impact on stored inventory. Handled is not liable for any damage, deterioration, changes in condition, or odor contamination affecting your inventory due to storage with Handled, including but not limited to exposure to temperature or humidity variations, airborne particles, or interactions with other stored products. Additionally, Handled shall not be responsible for any damage to your inventory caused by other products stored in the warehouse, whether such products belong to you or other customers.

## 6. SHIPPING

- a. Carrier Relationships. You understand and agree that Handled does not carry your Inventory and your Account connects you with Carriers who are responsible for the actual performance of the carriage of your Inventory. You will choose your preferred shipment option which may identify either a specific carrier or the expected speed of delivery (e.g., overnight, two-day, standard) and corresponding rate estimates for shipment. Handled will use commercially reasonable efforts to select the lowest cost method and packaging option to ship your Inventory that complies with the shipment option you have chosen. If you choose a specific carrier to perform the delivery, and the carrier you select either cannot service the Inventory or cannot provide the service for another reason (for example, due to a strike or work stoppage or unsupported destination), or if Handled is unable to purchase the shipping label for the carrier due to the specified carrier's technical difficulties, Handled will use commercially reasonable efforts to choose an appropriate alternative carrier for the affected shipment. Handled does not act as your agent in respect of any aspect of this Agreement including the engagement of any Carrier.

- b. Carrier Claims. If you make a claim for loss or damage against a Carrier for a shipment arranged through Handled, Handled will help facilitate the filing of the claim. All such claims shall be subject to the Carrier's terms of carriage.
- c. Carrier Performance. Handled will use commercially reasonable efforts to facilitate each Carrier's agreement to ensure that the Carrier: (a) has the necessary approvals, authorities, and licenses to provide the shipping services; (b) will comply with all federal, state, provincial, and local laws, regulations, and ordinances including safety laws and regulations; and (c) will maintain insurance as required by law and customary cargo liability insurance. You acknowledge that Handled makes reasonable efforts to determine the suitability of the Carrier but is not able to guarantee the standard of performance in relation to the carriage and the delivery of your Inventory and is not able to guarantee the Carriers' compliance with applicable laws or regulations.
- d. Conditions of Transportation. Except as otherwise provided for in our Terms of Service, we assume no obligation to commence or complete transportation of a shipment within any specific period. Handled will determine the routing of any shipment not routed by you, including the mode of transportation used, and may use air transportation, ground transportation, ocean transportation or any combination thereof in providing shipping services. Handled reserves the right to divert any shipment (including use of other carriers) in order to facilitate its delivery. The carriage charges for a shipment will be based on rates calculated and charged by the carrier. Handled shall not be liable for delays in obtaining and loading cars, trailers or other containers for outbound shipment. Handled shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced inventory.
- e. All instructions and requests for delivery of inventory or transfer of title are received subject to satisfaction of all charges, liens and security interests of Handled with respect to the inventory whether for accrued charges, unpaid fees, or advances or otherwise.
- f. Superior Interests. Handled may require, as a condition precedent to delivery, a statement from you holding Handled harmless from claims of others asserting a superior right to you to possession of the inventory. Nothing herein shall preclude Handled from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the inventory.
- g. Insurance and Damaged Goods. Customer shall be responsible for goods during transportation. Handled shall not be responsible for goods damaged or lost during transportation to Handled or from the Handled's facilities. Handled shall work with Customer to file all relevant claims for damaged or lost goods during transportation with the goods carrier or the relevant insurer. Customer shall be responsible for all costs arising from the damage or loss of goods during transportation.

## 7. RETURNS

- a. Return Requirements. Handled can only receive merchandise with a proper ASN # or RMA # attached. Merchandise returned directly to Handled without a proper ASN # or RMA # may be refused or discarded without notice to the Account holder. In the case of an undeliverable shipment being returned to the warehouse, Handled will

attempt to trace the return to its order and process as a return. It is your responsibility to submit deliverable orders, and to ensure returns are handled properly. Further, you agree that the condition of a return is subjective, and that Handled is in no way liable for inspection, or for storing, handling, disposing of, or re-shipping returns that appear damaged.

- b. Merchant Return Preferences. By default, Handled will set the return preference for all Inventory to restock Inventory in new condition and quarantine all other Inventory. You can choose from the following preferences when configuring the Return preference.
  - i. Restock: A request for Handled to inspect the returned product and determine if it is both unopened and in new condition. Handled is not responsible for disputes related to the subjective condition of returned inventory. If the product fails the inspection, Handled will follow the product's Backup Action (Dispose or Quarantine).
  - ii. Dispose: A request for Handled to throw out the inventory, which shall incur additional fees as specified in our Standard Service Fees Policy. Once this action is taken, the product cannot be recovered. We recommend the Quarantine action below if you want to prevent products from being disposed of if the Restock return action cannot be followed.
  - iii. Quarantine: A request for Handled to store the returned product in your company's quarantine location within the fulfillment center. All quarantined products are stored together under a single inventory ID ("Quarantined Product"). You will be charged Storage Fees for the quarantine location and may only remove Inventory from Quarantine location by creating a Special Project to return the Quarantined Inventory to you, dispose of the Quarantined Inventory, or further evaluate the Quarantined Inventory based on additional inspection steps provided by your Company and pay the additional fees as specified in our Standard Service Fees Policy.
- c. Returns Exceptions.
  - i. Purchasing return labels through Handled for shipping back Dangerous Goods products is not currently supported.
  - ii. While lot products may be returned by your customers, we do not support restocking the product(s) based on their lot number and expiration date. Instead, for customer-returned lot products, you can choose Quarantine or Dispose as the Returns Action.
  - iii. Handled does not remove shipping labels that are attached to the external packaging of products considered ship in own container (SIOC). If you ship SIOC products, we recommend setting your Return preference as Dispose or Quarantine.
  - iv. The items below are not eligible to be returned to a Handled warehouse:
    - 1. Any hazardous materials (e.g., fertilizers, aerosols, batteries)
    - 2. Any food products, which will be disposed of upon receipt
    - 3. Intimate apparel, toys, or any intimacy-related goods
    - 4. Syringes or medical supplies that include testing/sample kits
    - 5. Medical supplies
    - 6. Medicine (e.g., vitamins and supplements)

## 8. SERVICE LEVELS, ORDER ACCURACY, AND CLAIMS

- a. Service Levels.
  - i. Orders. Handled will process all Orders received in the warehouse by 12:00 PM local time (the "Cut-Off Time") on the same business day. If it is determined that Handled, pursuant to the Terms, has not met this Service Level, then Handled will credit your Account for the Fulfillment Service Fees associated with the affected Orders.
  - ii. Receiving. Handled will put away all Receiving Orders received in the warehouse by the Cut-Off Time the same-day for any Inventory where there are backorders and the next business day for all other Inventory. If it is determined that Handled, pursuant to the Terms, has not met this Service Level, then Handled will credit your Account for the associated Receiving fees.
- b. Order Accuracy. Orders processed by Handled will be fulfilled exactly as specified in the order details, including the correct SKU, quantity, and shipping method. If an order is incorrectly fulfilled due to Handled's error, Handled will cover the cost of correction as outlined in the Terms. If replacement shipments are required due to an error on the part of Handled, Handled will pay the lesser of the (i) return postage or (ii) replacement manufacturing or wholesale cost of incorrect items shipped, waive all fees on the replacement order, and re-ship the order.
- c. Filing Claims. In order to receive a credit for a violation of Service Levels, Claims by Customer and all other persons must be presented in writing to Handled within 30 days of the error date (e.g., from the date the Order or Receiving Order was received by the warehouse or the Order was shipped from the warehouse).
- d. Exclusions and Limitations. Service levels and order accuracy guarantees do not apply to:
  - i. Shipments that are made while your Account is not in Good Standing or otherwise on hold;
  - ii. Shipments that include any items not currently in stock;
  - iii. Freight or 3rd party carrier Account shipments;
  - iv. Orders with over 10 items;
  - v. Shipments requiring premium or oversized packaging;
  - vi. Shipments with a Special Project attached or customer has requested change to, edited or in any way modified the order after submission to Handled
  - vii. Carrier label printing being unavailable due to events outside of Handled control
  - viii. Shipments within the first thirty (30) days of Handled commencing fulfilling Orders for you;
  - ix. Inventory improperly labeled by merchant or improperly described in the Handled system;
  - x. Orders where the volume per Handled Facility exceeds a 20% increase relative to the prior thirty (30) day average number of Orders shipped for you from that respective Handled Facility, absent a customer's notification to (and approved by) Handled, and Handled's receipt of, at least 1 week in advance that there will be a volume spike;

- xi. Shipments received during an inventory cycle count or additional physical inventories conducted at your request;
  - xii. Merchants that have been excluded from service levels specifically by Handled and at Handled's sole discretion;
  - xiii. Shipments which are delayed due to causes beyond Handled's control, including but not limited to, the following: Acts of God, failure or unavailability of any third-party system outside of Handled's direct control that results in our inability to rate and communicate orders to the warehouses, riots, strikes or other labor disputes, civil commotions, natural disasters, terrorism, weather phenomena and/or disruptions in air or ground transportation networks;
  - xiv. Shipments made during excluded dates. Excluded dates include (i) warehouse holidays; (ii) "Peak Season" dates including the Friday after Thanksgiving, the week of Cyber-Monday, the first week of December, Mondays during December, December 12th-25th and New Years Eve. During Peak Season dates Handled will endeavor to maintain our shipping service level; however, we cannot offer the service level guarantees due to unforeseeable spikes in merchant shipping volume;
  - xv. Orders with a Special Project attached or customer has requested change to, edited or in any way modified the order after submission to the warehouse.
- e. Disclaimer. Notwithstanding anything to the contrary herein, the SLA's set forth herein may be void at Handled's discretion and are subject to the Damages Cap as specified in the Limitations of Liability below.

## 9. DISPUTES.

- a. Service Fees Disputes. Should you disagree with any Service Fees (other than carrier or third-party fees) charged against your Account, you must submit the dispute to Handled within 30 days of the fee being charged ("Dispute Period"). Handled will not review Customer requests for Service Fee adjustments that are received after the Dispute Period. Customer waives any right to dispute, seek adjustment, or claim a refund for any Service Fees after the Dispute Period. The dispute timing allowed for third-party fees and carrier fees shall be set by the applicable third-party or carrier and such time period may be substantially shorter than the Handled Dispute Period. If you have a dispute with a third-party fee or carrier fee, please contact Handled immediately.
- b. Account Balance Disputes. If Handled becomes aware of, or is notified of, a dispute relating to your Account Balance, then Handled will promptly review the dispute. Within 5 business days after the resolution of the dispute, Handled will credit or debit your Account Balance accordingly, if appropriate. Handled will not review Customer requests for Account Balance credits that are received more than 90 days after the amount in dispute is posted to your Account Balance.
- c. Dispute Notification. Handled wants to address any complaint with the Services in a proactive manner. Please log a support case for resolution, you can send an e-mail to [disputes@handledcommerce.com](mailto:disputes@handledcommerce.com). If you feel an escalation is merited please e-mail [Legal@handledcommerce.com](mailto:Legal@handledcommerce.com) regarding your unresolved case and your concern. For purposes of clarity, this does not waive the notice requirement set forth below.

- d. **Dispute Resolution.** If we discover a processing error, we will rectify the error. If the error resulted in your Account Balance displaying less money than you were entitled to, Handled will credit your Account for the difference. If the error results in your Account Balance displaying more money than you were entitled to, Handled may debit the extra funds from your Account. If the error resulted in our not completing a shipment with the proper quantity, we will reship the additional items at no charge, unless:
- i. Through no fault of ours, you did not have enough available funds to complete the transaction;
  - ii. Our system was not working properly and you knew about the breakdown when you submitted the Order;
  - iii. Inventory not being available due to inventory count inaccuracies; or
  - iv. Circumstances beyond our control (such as fire or flood or loss of utilities) prevented the transaction, despite our reasonable precautions.
- e. **Mandatory Mediation and Arbitration of Disputes.** Except for disputes relating to payment for Services or as otherwise expressly provided in these Terms, all disputes arising under these Terms, any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, or otherwise from your use of or access to the website or Services, shall be determined by arbitration in the Los Angeles, California (using the English language), before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures then in effect or such other rules as may be stipulated to by the parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Prior to the appointment of the arbitrator, and within 10 days from the date of commencement of the arbitration, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as

arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

#### 10. LIMITATION OF LIABILITY.

- a. **MAXIMUM LIABILITY.** YOU AGREE THAT HANDLED'S MAXIMUM LIABILITY FOR LOSS OR DAMAGE TO INVENTORY (INCLUDING LOSS FROM ANY INVENTORY COUNT INACCURACIES) WILL BE LIMITED TO THE ACTUAL VALUE OF THE LOST OR DAMAGED INVENTORY WHICH SHALL BE MEASURED BY THE LESSER OF (i) THE LOWEST UNIT COST PAID OVER THE PAST TWELVE (12) MONTHS FROM AN ORIGINAL PURCHASE INVOICE FROM THE MANUFACTURER OR SUPPLIER (OR THE INVOICES FROM THE ORIGINAL COMPONENT MANUFACTURERS OR SUPPLIERS IF YOU HAVE ASSEMBLED THE GOODS) OR (ii) THE DECLARED VALUE PROVIDED TO OR DETERMINED BY ANY INSURANCE PROVIDER; IN ANY CASE, THE MAXIMUM VALUE SHALL BE SUBJECT TO A CAP OF 5% OF THE TOTAL ACTUAL INVENTORY VALUE OR ONE (1) MONTH OF BILLABLE STORAGE, WHICHEVER IS LOWER ("DAMAGES CAP"). FURTHERMORE, HANDLED'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CLAIMS, NOTWITHSTANDING THE NATURE OR GROUNDS FOR ALL CLAIMS UNDER THIS AGREEMENT, INCLUDING THE BREACH OF THIS AGREEMENT BY HANDLED, SHALL NOT EXCEED THE LESSER OF: (i) \$10,000 OR (ii) 100% OF THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY MERCHANT FOR SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS CLAUSE ALLOCATE THE RISKS UNDER THIS AGREEMENT, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.
- b. **SHRINK ALLOWANCE.** HANDLING INVENTORY IN HANDLED WAREHOUSES COULD RESULT IN LOSS OR DAMAGE OF GOODS. HANDLED MAINTAINS HIGH STANDARDS, HOWEVER OCCASIONALLY HANDLED WAREHOUSES EXPERIENCE CONCEALED SHORTAGES, PRODUCT DAMAGES, MISLABELED GOODS, MIS-PICKED INVENTORY AND/OR CROSS-SHIPMENTS. YOU AGREE THAT HANDLED WILL HAVE A 1.5% SHRINK ALLOWANCE BASED ON THE TOTAL VALUE OF ALL UNITS OF YOUR INVENTORY IN HANDLED'S WAREHOUSES ON AN ANNUAL BASIS ("INVENTORY VALUE").
- c. **INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES.** SUBJECT TO ANY NON-EXCLUDABLE RIGHTS, UNDER NO CIRCUMSTANCES SHALL HANDLED BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LOSS OF GOODWILL OR REPUTATION, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, OR LOST DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, HANDLED'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW UNDER THE TERMS OF THIS AGREEMENT.
- d. **UNAUTHORIZED TRANSACTIONS.** IN THE EVENT OF AN UNAUTHORIZED TRANSACTION BY A HANDLED EMPLOYEE OR AGENT, HANDLED IS ONLY LIABLE FOR

- THE DAMAGES CAP. HANDLED MUST BE NOTIFIED WITHIN FIVE (5) DAYS AFTER ANY UNAUTHORIZED TRANSACTION OR YOU WAIVE ALL DAMAGES FROM HANDLED.
- e. EXCLUSIVE REMEDY. TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS, THE DAMAGES CAP SET FORTH IN THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AGAINST HANDLED FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE, AND/OR DESTRUCTION OF GOODS, AND SHALL APPLY TO ALL CLAIMS, INCLUDING INVENTORY SHORTAGE OR ANY OTHER CLAIMS RELATING TO THE SERVICES (INCLUDING CONVERSION OR THEFT CLAIMS).
  - f. HANDLED'S LIABILITY FOR LOST, STOLEN, OR DAMAGED INVENTORY IS STRICTLY LIMITED AS SET FORTH IN THIS AGREEMENT. CUSTOMERS ARE SOLELY RESPONSIBLE FOR ENSURING ADEQUATE INSURANCE COVERAGE FOR THEIR INVENTORY. HANDLED DOES NOT PROVIDE INSURANCE COVERAGE FOR INVENTORY LOSSES BEYOND THE STATED LIABILITY LIMITS. HANDLED STRONGLY RECOMMENDS THAT CUSTOMERS OBTAIN THIRD-PARTY INSURANCE TO PROTECT THEIR INVENTORY AGAINST LOSS, DAMAGE, OR THEFT WHILE STORED AT HANDLED'S FACILITIES OR IN TRANSIT.
  - g. Third Party Liability. By using the Services, you acknowledge and agree that Handled disclaims all liability for the acts or omissions (including, without limitation, any negligence or willful misconduct) of any third party whether or not selected by or retained by Handled.
  - h. Notice of Claim and Filing of Suit.
    - i. Claims by Customer and all other persons must be presented in writing to Handled within a reasonable time, and in no event longer than 30 days after Customer learned that any part of the Inventory was lost, damaged or destroyed or that any other damages had occurred.
    - ii. No lawsuit or other action may be maintained by Customer or others against Handled for any claim arising under this Agreement, including but not limited to, loss or destruction of or damage to Inventory, breach of contract, negligence, or any other alleged damages, unless such lawsuit or other action is commenced within six (6) months after Customer learned that any part of the Inventory was lost, damaged or destroyed

## 11. SOFTWARE USE AND API LICENSE.

- a. License Grant. If you are using Handled software such as an application programming interface (API), developer's toolkit or other software application (such as, but not limited to, an e-commerce module developed by Handled) ("Developer Tools"), then Handled grants you a revocable, non-exclusive, non-transferable license to use Developer Tools in accordance with the documentation for your internal business purposes only. You may not rent, lease or otherwise transfer your rights in the Developer Tools to any third party. Handled provides the Developer Tools solely on an "AS IS" basis and disclaims all warranties and liability for your use of the Developer Tools. Handled may change or discontinue any Developer Tools in its reasonable discretion.
- b. Third Party Software. Any third party software application you use on the Handled website, to connect to Services, or related to the Services ("Third Party Software") is

solely subject to any third party software provider software licenses. By using any Third Party Software in connection with the Services, you acknowledge and agree to be bound by the terms and conditions of the applicable third-party provider. Handled does not own, control or have any responsibility or liability for any Third Party Software.

- c. Restrictions on Software Use. You shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to any Third-Party Software, Developer Tools, or any software, documentation, or data related to the Services; (ii) allow third parties other than authorized users to gain access to any Third-Party Software or Developer Tools; (iii) reproduce, modify, translate, or create derivative works based on any Third-Party Software, Developer Tools, or any underlying ideas, technology, or any portion thereof; (iv) rent, sell, lease, license, sublicense, transfer, assign, distribute, use for timesharing or service bureau purposes, or otherwise use Third-Party Software or Developer Tools for the benefit of any third party beyond authorized users or as otherwise contemplated by this Agreement; (v) remove any proprietary notices or labels from any Third-Party Software or Developer Tools. Additionally, you and your users shall not use any Third-Party Software or Developer Tools to: (a) interfere with or disrupt the integrity or performance of such software, services, or the data contained therein; (b) attempt to gain unauthorized access to any Third-Party Software, Developer Tools, computer systems, or networks related to the Services. You are responsible for ensuring that your use of Third-Party Software and Developer Tools complies with all applicable laws, statutes, regulations, or rules. Although Handled has no obligation to monitor Customer's use of Third-Party Software or Developer Tools, Handled may do so and may prohibit any use it believes may be (or is alleged to be) in violation of the foregoing.
- d. Submitting Orders from E-commerce Tools. Handled, developers and third-parties may offer connections to the Handled API and software interfaces via third-party applications and Web services ("Connections" or "Sell Tools") as a convenience for our merchants. It is your responsibility to test the interface between Handled and Sell Tools. We recommend you test early and often. Handled is not responsible for translation issues, held orders, or any other issues related to communication with Connections. In addition to strongly recommending frequent testing, Handled also provides the ability for transmitted orders to be held before being sent to the warehouse. It is your responsibility to investigate all these features, set them up properly, do any testing, and inquire with Handled about any questions or concerns BEFORE going live with your online store. Please be responsible and test in small batches or individual orders. Handled is not responsible for e-commerce tool order submission errors or order cleanup.

## 12. INTELLECTUAL PROPERTY.

- a. Handled Property. For purposes of this Agreement, "Handled Property" shall mean (a) Handled's methodology for the provision of Services; (b) the Developer Tools; and (c) Handled's ideas, web site, processes, code, technology, software, copyrights, logos, domain names, patents, trade secrets, trademarks, products and materials.

Handled hereby retains all worldwide right, title and interest in and to the Handled Property. Any rights not expressly granted herein to the Handled Property shall be retained by Handled. You acknowledge that all right, title and interest to the Handled Property is owned by Handled.

- b. Additional Restrictions. Other than as permitted herein, you shall not (and you shall not permit others), directly or indirectly, to modify, to translate, to decompile, to disassemble, or to reverse engineer any part of the Handled Property, or otherwise to attempt to discern the functioning or operation of the website or Services; or to copy, to rent, to lease, to distribute, or to otherwise transfer any or the rights that you receive hereunder. For clarity, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Handled and you shall not copy, imitate, or use them without our express prior written consent. You may use HTML logos provided by Handled through our merchant services, auction tools features or affiliate programs without prior written consent solely for the purpose of directing web traffic to Handled.com. You shall not alter, modify or change such HTML logos in any way, use them in a manner that is disparaging or otherwise adverse to Handled or the Handled Service, or display them in any manner that implies Handled's sponsorship or endorsement. You shall not (and you shall not permit others to): (i) use any robot, spider, scraper or other automated means to access the Handled website or Services for any purpose without Handled's express written permission, (ii) interfere or attempt to interfere with the proper working of our website or any activities conducted on the website, or (iii) bypass any measures Handled may use to prevent or restrict access to the Handled website or the Services.
- c. Client Property. No Confidential Information obtained by Handled from you shall become Handled Property. All materials provided by you under any Orders shall be deemed "Client Property" for purposes of the Agreement. You grant to Handled a non-exclusive license to the Client Property solely as needed to provide the Services. No other licenses express or implied, under any intellectual property rights are granted by you to Handled under these Terms.
- d. Data Security and Privacy. The Service is currently provided from the United States. Registration Information, Account Data, information, Personal Data, and other data ("Data") is currently stored and processed in the United States. Handled has implemented and will maintain appropriate physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration or disclosure of Data. These measures include encryption of Data during transmission to the Handled Service and encryption of backups of Data and authentication credentials at rest. Handled will use reasonable efforts to promptly notify Account owner of any unauthorized access to, or use of, Data that comes to Handled's attention. You must immediately notify Handled of any suspected security breach at [security@handledcommerce.com](mailto:security@handledcommerce.com) followed by contacting Handled customer support.

### 13. CONFIDENTIAL INFORMATION, EMPLOYEES, AND PUBLICITY.

- a. Definition. Each party ("Recipient") acknowledges that it may receive Confidential Information as defined herein. For purposes of these Terms and subject to the

Exclusions set forth below, Confidential Information means any information provided to it by the other party ("Discloser") that is marked, labeled or otherwise designated as confidential or proprietary, or that Recipient knew, or should have known, was confidential due to the circumstances surrounding the disclosure.

- b. Exclusion. Information that is subject to one of the exclusions below shall not be Confidential Information. The exclusions include the following: (a) Non-transactional Confidential Information (as defined below), (b) information publicly known at the time of disclosure, (c) information received by Recipient without restriction from a third party, (d) information published or otherwise made known to the public by Discloser, (e) information that was generated independently without reference to the Discloser's Confidential Information, or (f) information that is required to be disclosed under a court order or pursuant to any applicable governmental rule, regulation or statute, provided that Recipient provide Discloser with prior written notice of such disclosure, (as permitted by law) and the timing for response set forth in the request
- c. Non-transactional Confidential Information. Other than transaction information absolutely required for Handled to provide, or for you to use the Services, Handled does not require nor desire any of your proprietary information ("Non-transactional Confidential Information"). You agree not to provide Handled with any Non-transactional Confidential Information, including, but not limited to, prototypes of new products, without Handled's express prior written consent. In the event that you send such Non-transactional Confidential Information to Handled without Handled's prior written consent, then Handled shall not be obligated to treat such information as Confidential Information.
- d. 9.4 Publicity. Handled reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on the Site and in other communication with existing or potential merchants. To decline Handled this right you need to email [legal@handledcommerce.com](mailto:legal@handledcommerce.com) stating that you do not wish to be used as a reference. You shall not, without the prior express written consent of Handled (a) issue any statement, printed material or other communication acknowledging your relationship with Handled or its affiliates, or (b) use Handled's or its affiliates' name or logo in any manner.
- e. Standard of Care. Recipient shall not use the Confidential Information for any purpose other than as required by these Terms. Recipient shall not disclose the Confidential Information to any third party, other than as required to perform the Services. Recipient shall use at least the same standard of care with the Discloser's Confidential Information as it does with its own Confidential Information, but in no event with less than reasonable care. Each party acknowledges that breach of this provision would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore that the other party will be entitled to seek injunctive relief to enforce the provisions of this Section.
- f. Return or Destruction. Notwithstanding the foregoing, Handled may retain backup copies of Confidential Information as part of its disaster recovery, business continuity, or archival processes, provided such copies are securely stored and subject to ongoing confidentiality obligations. Additionally, any Confidential Information stored by third-party cloud service providers in the ordinary course of system backups shall not be required to be deleted, provided it remains inaccessible

for active use and subject to confidentiality protections. Other than transactional information that is retained in the ordinary course of a party's business or other information that is required for Handled to provide the Services, each party shall either promptly return all Confidential Information, or confirm that such Confidential Information has been destroyed promptly after receipt of written request from the other party.

- g. **Aggregate Use.** Subject to the Terms herein, you hereby acknowledge and agree that Handled may compile aggregate results from all of, or a selection of your use of the Services, provided that Handled shall not disclose any information that would individually identify you ("Aggregate Information"). Such Aggregate Information shall be deemed to be Handled's Confidential Information. You also hereby agree that Handled may review and use your individual use of the Services in order to provide Services to you, to evaluate Handled's provision of the Services, and to improve Handled's service offerings.
- h. **Employees.** Each party acknowledges and agrees that its respective personnel employed in the performance of or in connection with the activities contemplated by this Agreement are important assets of each party. Therefore, without the prior written consent of the other party, no party will solicit for employment the employees or the officers of the other party; provided, however, that this prohibition will not apply to: (a) any general solicitation not directed exclusively or primarily to individuals providing services to the other party; (b) any solicitation of a person whose employment or contracting relationship with the other party has ceased; or (c) any hiring that results from the solicitation described in (a) or (b) above or of an individual who initiates contact with the hiring person prior to any solicitation. Such non-solicitation will be for the period of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement.

#### 14. INDEMNITY.

You agree to indemnify and to hold harmless Handled, its parent corporation, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of your use of the Services and/or your violation of the Terms or the Policies. Whether Handled accepts or refuses Inventory you agree to indemnify and hold harmless Handled from any and all claims for transportation, storage, handling and other charges relating to such Inventory, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature. This indemnification shall include, without limitation, claims for personal injury, death, or property damage arising out of any alleged or actual defect in the Inventory, including claims based on strict liability in tort, whether or not Handled is named solely due to its role as a warehouse, fulfillment provider, or shipper. It also includes any fines, penalties, or claims resulting from the Customer's failure to comply with customs, tax, import/export, or labeling laws. The Customer represents and warrants that it maintains commercially reasonable product liability and commercial general liability (CGL) insurance covering all Inventory stored, handled, or shipped by Handled. Handled may, at its sole discretion, request evidence of such coverage, including a valid certificate of insurance, which the Customer shall provide within five (5) business days of request. Failure to maintain adequate coverage constitutes a material breach of this Agreement.

## 15. DISCLAIMERS.

- a. AS IS. WHILE, HANDLED WILL ENDEAVOR TO PROVIDE THE SERVICES IN ACCORDANCE WITH THESE TERMS, THE SERVICES AND THE HANDLED WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HANDLED AND HANDLED'S SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT FOR THE SERVICES, THE HANDLED WEB SITE AND ANY THIRD PARTY SERVICES. THE USE OF THE SERVICES, HANDLED WEB SITE, OR THIRD PARTY SERVICES IS AT YOUR OWN RISK.
- b. Inventory Ownership and Compliance Responsibility. The Customer is the sole owner of, and responsible party for, all Inventory stored, handled, or shipped by Handled. Handled is not the importer of record, merchant of record, seller, or legal owner of any Inventory. Handled shall never be the importer of record for any Inventory. The Customer shall ensure that either itself, its supplier, or another authorized party is designated as the importer of record, and shall provide Handled with documentation to that effect upon request.

The Customer is solely responsible for complying with all applicable customs, tax, import/export, labeling, and regulatory obligations related to its products. The Customer represents, warrants, and attests that all applicable duties, tariffs, VAT, brokerage fees, customs declarations, sales and use taxes, and other fees have been properly declared and paid. Upon request, the Customer shall provide evidence that such duties, tariffs, taxes, and fees have been properly declared and paid by the designated importer of record

Handled shall not be responsible for:

- i. Determining regulatory classifications, Harmonized Tariff Schedule (HTS) codes, country of origin, or labeling requirements;
- ii. Providing legal advice or tax guidance;
- iii. Classifying, inspecting, testing, or authenticating Inventory.

The Customer is solely responsible for the collection, reporting, and remittance of any sales or use taxes related to the sale of its Inventory. If Handled is nevertheless deemed to be the importer of record, merchant of record, or otherwise liable for customs duties, tariffs, taxes, or regulatory obligations, the Customer shall indemnify and reimburse Handled for all such amounts, including penalties, interest, and costs, within five (5) business days of notice.

- c. No Inspection or Control of Customer's Business Decisions. Handled does not inspect Inventory and does not assume any duty to verify its condition, compliance, or safety. The Customer acknowledges that:
  - i. Handled cannot and does not guarantee that buyers, sellers, or other parties with whom the Customer does business will perform or remit payment.

- ii. For clarity, Handled is not the Merchant of Record for any Inventory.
  - iii. Handled is not responsible for damage or loss arising from storage, handling, pick and pack, or breakage during transit for any processed Inventory.
- d. No Guarantee of Continuous Access. Handled does not guarantee continuous, uninterrupted, or secure access to the Services. Operations may be impacted by factors outside of Handled's control, including delays caused by third-party providers. While Handled will make commercially reasonable efforts to process receiving and shipping requests promptly, it does not guarantee any specific processing times.
- e. Export Shipments. Handled may generate international shipping labels and documentation using information provided by the Customer. Handled is not the Exporter of Record and does not provide guidance on product classification or declared values. Handled will use the HS Codes, product descriptions, and declared values provided by the Customer, and the Customer is solely responsible for their accuracy and compliance with applicable export laws. If Handled is assessed any penalties, duties, taxes, or liabilities in connection with an international shipment due to Customer's acts, omissions, or information provided, the Customer shall indemnify and reimburse Handled for all such amounts, including penalties, interest, and costs, within five (5) business days of notice.

## 16. TERMINATION AND CLOSING YOUR ACCOUNT.

- a. Stopping Handled Billing and Closing Account. Charges to your Account will continue as long as you have one or more SKU's active in a Handled warehouse. If inventory remains in your Account (including returned shipments), and you wish to stop charges, you must ship the inventory to yourself, or elsewhere, by placing an order in the same manner as shipping inventory to your customers. You will remain liable for all obligations related to your Account even after the Account is closed. You may not close your Account to evade an investigation. We may hold your funds and inventory for up to 180 Days to protect Handled or a third-party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability.
- b. Held Accounts. A held Account will be inaccessible to you, and all activity will be suspended. Handled reserves the right to place an Account on hold for a number reasons, including but not limited to the following:
  - i. Insufficient funds or negative Balance;
  - ii. Suspicious activity on or through the Account;
  - iii. If anyone using your Account uses abusive language or otherwise threatens Handled or its staff;
  - iv. To allow time to resolve or investigate a third party complaint of a violation of these Terms;
  - v. To allow time for investigation or resolution of an unauthorized transaction, customer complaint, dispute or accusation;
  - vi. To allow time for Handled to comply with your extraordinary support requests.
- c. Immediate termination. Immediate termination is where we immediately close your Account and ship remaining Inventory to the billing address listed in your Account, at your expense. If no address is available, we will liquidate your Inventory (See

Abandoned Account and Liquidation for more information). Handled reserves the right to immediately terminate an Account for a number reasons including but not limited to the following:

- i. Ignoring a warning of misuse of the Services.
  - ii. Violation of these Terms or any other conditions of use.
- d. Termination with 30 days notice. Handled reserves the right to terminate an Account for any reason upon 30 days notice ("Termination Notice Period") which Handled shall send to you via email. It is your responsibility to make sure Handled has a working email for you. You may have full or limited use of your Account during the Termination Notice Period in our discretion, with the intention of allowing you to expire existing inventory without it being shipped back to you. Any Inventory that remains in Inventory at the expiration of the Termination Notice Period will be shipped to the address on file and, if an address is not on file, the billing address on your credit card, at your expense. If no address is available or no balance is available to pay for shipment back to you, we will liquidate your remaining Inventory. (See Abandoned Account and Liquidation Policy for more information.)
- e. Payment for Services prior to Inventory Removal. Prior to Merchant removing all Inventory following termination or expiration, Merchant shall pay Handled i) all current amounts outstanding for Service fees, transportation, storage and other fees and ii) a good faith estimate of amounts that will become due for transportation, storage and Service and other fees that will be incurred prior to the termination date.
- f. Additional Actions. If you violate the Policies or these Terms, we may close, put on hold, or limit access to your Account or the Services as set forth above. Without limiting any of remedies under law or equity, we may also take any actions we deem necessary or advisable, including, without limitation, any of the following actions:
- i. Contact buyers who have received Inventory that we shipped on your half, contact your bank or credit card issuer, and warn other users, law enforcement, or impacted third parties of your actions;
  - ii. Update inaccurate information;
  - iii. We may refuse to provide the Services to you in the future;
  - iv. We may hold your funds and Inventory for up to 180 days if reasonably needed to protect against the risk of liability; and We may take legal action against you.

## 17. GOVERNING LAW AND VENUE.

These Terms and performance by the parties hereunder shall be construed in accordance with the applicable laws of the State of California without regard to conflicts of law provisions thereof, or, as appropriate the federal laws. Any action or proceeding arising from or relating to these Terms must be brought in a federal or state court in Los Angeles, California. You and Handled consent to the exclusive jurisdiction of, and venue in, the state and federal courts within Los Angeles, California. Notwithstanding the foregoing, Handled may seek injunctive or other equitable relief to protect Handled's intellectual property rights in any court of competent jurisdiction. Additionally, the parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

## 18. GENERAL PROVISIONS.

- a. Severability. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make such provision valid and enforceable and the remaining provisions of these Terms shall remain in effect and enforceable in accordance with their terms.
- b. No Waiver. Failure or delay of Handled to exercise a right or power under these Terms shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.
- c. Notices to You. You agree that Handled may provide notice to you by posting it on our website, emailing it to the email address you have provided Handled, or mailing it to the street address you have provided Handled. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to the email address listed in your Account. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. Handled reserves the right to terminate your Account if you withdraw your consent to receive electronic communications.
- d. Notices to Handled. Except as otherwise stated, legal notices to Handled must be sent by postal mail to: Handled, Inc, Attention: Legal Department, 1590 Rosecrans Ave Ste D, PMB 805, Manhattan Beach, CA 90266 , and shall not be deemed to be received until actually received.
- e. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without Handled's prior written consent and any attempted assignment without that consent will be void. Handled reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Subject to the foregoing provisions of this Section, these Terms shall be binding on and inure to the benefit of the parties' successors and assigns and Handled may provide written notice to Customer (email is sufficient) if Handled needs to move the Customers' Inventory into a facility owned by its successor assuming the obligations under the Agreement. Customer acknowledges and agrees that the Services may be performed, in part or in whole, by an affiliate or contractor of Handled.
- f. Conflict of Terms. If there is a conflict between these Terms and the terms on any air waybill, bill of lading or other transit documentation set forth by the contracted carrier, the carrier's terms will control. If not stated within the carrier's terms, the Terms as stated herein shall control.
- g. Entire Agreement and Modifications to Terms and Policies. These Terms and the Policies are the entire statement of the terms that govern your use of the Services and the Handled Website. HANDLED MAY MAKE CHANGES TO THESE TERMS AND/OR THE POLICIES, WAIVERS, OR ACKNOWLEDGEMENTS FROM TIME TO TIME IN HANDLED'S SOLE DISCRETION. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE HANDLED SERVICES OR THE HANDLED WEB SITE AFTER HANDLED POSTS OR OTHERWISE MAKES AVAILABLE MODIFIED TERMS AND/OR POLICIES WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE MODIFIED TERMS AND POLICIES. Handled will endeavor to provide you with notice of any changes to these Terms or

the Policies, but Handled's failure to do so shall not excuse your obligation to comply with such modified Terms and Policies.

- h. Attorneys' Fees and Costs. Handled shall have the right to collect from you its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing these Terms.
- i. Force Majeure. Handled will not be liable for any delay or failure to perform or loss or liability due to any cause beyond its reasonable control. Causes include, but are not limited to, events of national emergency, disease or epidemic, loss of utilities, strikes, lock-outs or other labor disputes, industrial disturbance, war, criminal acts, acts of terrorism, acts of God, acts of the Customer or third parties, interruptions of all avenues of transportation, materials or facilities, delay or failure of any supplier critical to the delivery of Inventory or performance of the Services. In the event Handled is unable to wholly or partially perform because of any cause beyond its reasonable control, Handled may terminate any Order without liability to Customer or its clients. Handled shall not be liable for failure to carry out such instructions and Inventory remaining in storage will continue to be subject to regular storage charges. If Handled has exercised reasonable care and is unable, due to causes beyond its control, to affect delivery before expiration of the current storage period, the Inventory will be subject to storage charges for each succeeding storage period.
- j. Acknowledgement of Contract Terms. The Parties acknowledge and agree that they have read this Agreement, understand its terms, have had the opportunity to consult with independent legal counsel and have signed this Agreement voluntarily.
- k. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic signature shall have the same force and effect as an original signature.
- l. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- m. WAIVER OF JURY TRIAL. FOR ANY ACTION TAKEN BROUGHT IN A COURT OF LAW, THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT OR UNDER OR IN CONNECTION WITH ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE TERMS AND PROVISIONS OF THIS PARAGRAPH 18(m) CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- n. Survival. The provisions of this Agreement that by their nature should survive termination or expiration shall so survive, including without limitation indemnification obligations, disclaimers, limitations of liability, payment obligations, and any provisions expressly stated to survive.
- o. Amendments, Exhibits, and Work Orders. Handled and the Customer may agree to the scope and terms for additional services, or projects through:
  - i. a mutually signed exhibit or work order; or

- ii. written confirmation (including email) agreed by both parties, from a person at each company with authority to bind that company.

Such agreements are incorporated into and made part of this Agreement without requiring a formal amendment and inherit all terms of this Agreement, including Section 2(c), unless explicitly stated otherwise.