



## ONLINE STORE

### TERMS & CONDITIONS FOR 3NITEAM MEMBERS

First of all, welcome to the Store's 3niTeam!

This document will help you on your integration to the team and our online store platform. Please read these terms very carefully as they form a binding Agreement between you and 3nity Creative Corp. regarding the use of our services and website. At the beginning of each Section, you'll find a short summary to help you navigate the document. Note that these summaries do not replace or represent the full text.

#### COVENANTS

The following terms and conditions constitute a legally binding contract, otherwise mentioned as the "Agreement" between you and 3nity Creative Corp., an Ontario corporation that governs all use by you of the store.3nitycreative.com website, otherwise mentioned as the "Site" or the "Store" and the services available on or at the website (taken together with the use of the Site, the "Services").

We'll refer to 3nity Creative Corp. and all of its subsidiaries and affiliated companies collectively as "3nity", "3nity Creative" or the "Corporation", as well as "we", "ours", "us", etc, which includes all its brands, including but not limited to "3nity Creative", "3nity Athletics", "Baby J", etc. 3nity is a Catholic product designer and seller company for artists that want to generate residual income from their illustrations, animations or other works. 3nity accepts file submissions for a review process, and an Exclusive Agreement is generated between you and 3nity Creative upon the submission of each file. If the files are approved for production, 3nity invests in product design, mock ups, manufacturing, digital set up, marketing and sales, among other procedures. 3nity reserves the right to reject files deemed not suitable for the store's image or values, not worth the investment, or for any other reason the Corporation deems appropriate. In such cases that a file is rejected, the file is no longer bound by the Exclusive Licence Agreement.

3nity generates sales from existing store customers and affiliates. The artists are also encouraged to promote their products and 3nity Creative provides them with a personal link that will display their own products apart from the products of other artists. This link is just one page within the overall store site, and if a client navigates the rest of the store, all other products will be visible and made available to them as well. The intention of providing an individual artist with a personal store link is only to help them display their own products first,



not to limit the clients from viewing all products available within the entire store. Please understand that these Terms and Conditions are drafted to protect the integrity of 3nity Creative Corp., as well as your own personal integrity and that of your work.

The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein. The Corporation also has other policies and procedures including, without limitation, Shipping, Return Policy, Privacy Policy and others. Those policies contain additional terms and conditions, which apply to the Services and are part of this Agreement.

**YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THIS AGREEMENT. FURTHERMORE, BY SUBMITTING A FILE FOR CONSIDERATION TO BE USED IN THE PRODUCTION OF THE LINE OF 3NITY'S PRODUCTS OR SERVICES, YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT.** If you do not agree to this Agreement, do not use the Site or any other Services.

**THE ARBITRATION SECTION OF THIS AGREEMENT REQUIRES THAT ALL DISPUTES (AS DEFINED BELOW) ARISING FROM OR RELATING TO THIS AGREEMENT BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY JURY TRIAL OR CLASS ACTIONS, EXCEPT AS OTHERWISE PROVIDED BY THE SAME SECTION. IF YOUR COUNTRY OF RESIDENCE IS IN THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM THIS APPLIES TO ANY ACTION YOU MAY WANT TO BRING AGAINST 3NITY IN CANADA.**

## CONFIDENTIALITY

It all starts with trust. 3nity Creative may already have asked you to sign an NDA. If you have not signed one, this section binds you to 3nity's bi-lateral non-disclosure agreement, which requires you to keep all processes, trade secrets, strategies, materials, files, information, ideas etc, shared with you by the Corporation.

In the same form, 3nity is bound to keep strict confidentiality of everything you share with the Corporation.

## ACCESS & MEMBERSHIP





**Summary:** You need to be of a certain legal age to use the 3nity's store platform, and you're fully responsible for your account and the use of our services. If you violate our Terms of Service or otherwise act in bad faith, 3nity Creative can modify, cancel, or refuse service at any time.

In order to enjoy all of 3nity's benefits, you may register your account and become a member ("Member"). Membership requires that you register on the Site (including by truthfully filling out all required personal information). **YOU MUST BE OF LEGAL AGE IN YOUR COUNTRY OF RESIDENCE AND ARE SOLELY RESPONSIBLE TO PAY THE DUE TAXES OWED TO YOUR LOCAL TAX JURISDICTIONS FOR ANY MONEYS PAID TO YOU BY 3NITY. 3NITY IS NOT LIABLE FOR ANY TAXES NOT PAID TO YOUR LOCAL AUTHORITIES.** You may opt out of marketing and promotional activities, including emails. You may cancel your membership at any time by canceling it online on the Site.

**IF YOU DECIDE TO CANCEL YOUR MEMBERSHIP YOU ARE TO INDEMNIFY 3NITY FOR ALL REMAINING PHYSICAL INVENTORY THAT DISPLAYS YOUR FILES, OR YOU GRANT 3NITY PERMISSION TO SELL ALL REMAINING PHYSICAL INVENTORY THAT DISPLAYS YOUR FILES. DIGITAL FILES WILL BE REMOVED FROM OUR STORE WITHIN A PERIOD OF TWO WEEKS FROM THE TIME OF CANCELLATION.**

To complete your registration, you shall provide a name, surname, email address, ID to prove you are of legal age, a proof of residence, and a password. You may never use another user's 3nity account without permission from that user. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify 3nity immediately of any breach of security or unauthorized use of your account. Although 3nity will not be liable for your and your Customer's losses caused by any unauthorized use of your account, you may be liable for the losses of 3nity and others due to such unauthorized use.

3nity may change, suspend or discontinue the Services, Products, fees, charges, terms and conditions at any time, including the availability of any feature or content, and is free to decide what to do with any remaining inventory. 3nity may also impose limits on certain features and Services or restrict the User's access to parts or all of the Services without notice or liability.

If you are using the Services on behalf of an organization or entity then you certify that you are legally authorized and permitted to bind such organization or entity to this Agreement and use the Services. Notwithstanding the aforementioned, you agree to take full responsibility for your selection and use of the Services.



## MODIFICATIONS

**Summary:** The Corporation reserves the right to modify the 3nity Store's terms, services, benefits, payment percentages and fees. Please follow changes to our terms by checking in with the Policy updates section on our website.

Without affecting the payment percentage agreements with the Core 3niTeam composed of the very first artists that signed up to be Members of the 3nity Store and which 3nity has already confirmed 3nity reserves the right, at its sole discretion, to modify this Agreement and its terms, as well as the fees and other charges for our Services, at any time. All such modifications will become effective immediately after 3nity submits them on the Site and notifies about the new changes via email. You shall be responsible for reviewing and becoming familiar with all such modifications, and you agree to review the terms of this Agreement each time you access or use the Site so that you are aware of any modifications made to this Agreement. Use of the Site and other Services by you after 3nity submits the modifications on the Site constitutes your acceptance of the terms and conditions of this Agreement, as modified. If you do not agree to the modified terms, you are not authorized to access or use the Site or other Services, and you must send 3nity a written notification, including via email, time after which your 3nity account will be deleted within 30 days of notice.

## CONTENT

**Summary:** 3nity respects intellectual property rights and asks you to do the same. Anything you upload will remain yours, and you're responsible for it. **YOU OWN THE COPYRIGHT AND GRANT 3NITY CREATIVE EXCLUSIVE LICENCE;** we will only use the content you submit to provide you with our services. If we receive a Copyright Modernization Act of Canada(CMAC) takedown notice for content you've submitted, we may remove the allegedly infringing content or suspend your access to the 3nity website.

3nity Creative Corp. is a Catholic Christian organization dedicated to producing inspiring Christian content in accordance with solid Christian values, Biblical teaching and the dogmatic teachings of the Catholic Church. By registering as a member of the 3nity Store you acknowledge the values of the Corporation and agree not to upload any files that contradict them.

All content (including all information, images, pictures, data, text, photographs, graphics, messages, and other materials, hereinafter "Content") that you submit, submit, upload, display, sell or use, hereinafter "submit" or "upload", using our Store or Services is your content. We





don't make any claim(s) to it. That includes anything you submit using our Store Services (like your Content, images, shop name, your customer reviews, comments, videos, usernames, etc., but excludes the mock ups of the 3nity Store Products, which are designed and created by 3nity and therefore belong to 3nity).

- A. Responsibility for the Content.** You understand that you are solely responsible for the Content that you submit on or through the 3nity Store. You certify that you have all necessary rights to the Content, including all necessary rights to submit it in the 3nity Site and to grant 3nity permission to use it on Products designed, sold, manufactured, or warehoused by 3nity. You also attest that you're not infringing or violating any third party's rights by submitting the Content or using the Content on your Products sold, manufactured, or warehoused by 3nity.
  
- B. Permission to Use the Content.** 3nity agrees that any Content that you submit using the 3nity Site & Services will remain yours. This means that we will never use your Content except with your express permission or as otherwise provided in this Agreement.
  
- C. Rights You Grant 3nity.** By submitting your Content, you grant 3nity an exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your Content to provide the Services and to promote 3nity and/or your 3nity store page, or the Services in general, in any formats and through any channels, including across the Services, third-party website, advertising medium and/or social media. You agree and certify that you have the rights to grant this license to us.
  
- D. Reporting Unauthorized Content.** 3nity respects intellectual property rights and follows intellectual property laws. We are committed to following appropriate legal procedures to remove infringing content from the Site & Service(s).
  
- E. Intellectual Property.** 3nity respects your work and empowers you to express your Christian Values and ideals. We ask that you respect the work and creative rights of others, especially the Catholic values of the Corporation, which encourage lawful behavior. You need to either own the Content you submit to 3nity, or have the express authority to submit it. Content must comply with right of publicity, trademark and copyright laws, as well as all other applicable national, state, and federal laws.



- F. Trademarks and Infringement of Intellectual Property.** We are committed to following appropriate legal procedures to remove infringing content from the Services. 3nity will try to accommodate and not interfere with standard technical measures used by copyright owners to identify and protect their works. 3nity reserves the right to do any or all of the following at any time at the sole discretion of the Corporation: (i) immediately suspend your use to the Site Services; and/or (ii) remove, block, and disable access to any of your Content that is alleged to infringe the intellectual property rights of others. When we receive notice of intellectual property infringement ([via the form available here](#)), 3nity strives to respond quickly by removing, blocking, or disabling access to the allegedly infringing material. When 3nity removes, blocks or disables access in response to such a notice, 3nity makes a reasonable attempt to contact the allegedly infringing party, provide information about the notice and removal, and, in cases of alleged copyright infringement, provide information about counter notification.
- i. CMAC Cooperation:** 3nity's copyright infringement notice and Content removal policies and procedures are intended to comply with the requirements and obligations of service providers under the Copyright Modernization Act of Canada (CMAC). To the extent any requirements and obligations of service providers under the CMAC change or are different than set forth herein, 3nity's policies and procedures may likewise change in accordance with the CMAC requirements and obligations of service providers. Here are some resources if you want to know more about Copyright laws in Canada:
    - o [Copyright Act of Canada](#).
    - o [Copyright Modernization Act of Canada](#)
    - o [Notices to Canadian Internet subscribers](#)
  - ii. Counter CMAC Notifications:** If 3nity receives a CMAC counter notification, 3nity will send a copy of the counter notice to the original complaining party. Unless the copyright owner files an action seeking a court order against the allegedly infringing party and informs 3nity of this action, the removed, blocked, or disabled material may be replaced or access to it may be restored 15-30 business days after delivery of the counter notice to the original complaining party. If an action is filed, any Content removed, blocked, or disabled shall remain removed, blocked or disabled at the sole discretion of 3nity.
  - iii. Repeat Infringement:** 3nity may terminate account privileges of Members that are subject to repeat notices of intellectual property infringement as determined by 3nity at its sole discretion.



- G. Copyright and Trademark Responsibility.** You agree and represent by accepting this Agreement and using our Store and Services that you own all rights (including copyrights) for the Content you submit, or if you are not the owner, that you have permission to use and reproduce the Content in connection with the Services, and that you have all of the rights required to submit your Content. Likewise, by accepting this Agreement and using our Services, you agree and represent that you own or have permissions to use all copyrights, trademarks, service marks, trade dress, and trade names incorporated into the Content you submit or use in connection with any Content and the Services provided under this Agreement.
- H. Inappropriate, False, or Misleading Content.** This should be common sense, but there are certain types of Content that the Corporation does not want submitted to the Site and Services (for legal reasons, religious reasons or otherwise). You agree that you will not submit any content that is abusive, threatening, defamatory, obscene, vulgar, pornographic, illegal or otherwise offensive or in violation of any part of this Agreement. In the same token you agree not to submit any works that display anything that is contradictory to the Corporation's Conservative Catholic Values. You also agree not to submit any Content that is false or misleading or uses the 3nity Site and Services in a manner that is fraudulent or deceptive.

## VALUES & CODE OF CONDUCT

**Summary:** 3nity is a Christian Catholic organization, created and run by Catholics and Christians that sincerely strive to live out their faith and aspire to sanctity. You agree to respect and never rebel or speak against any of the values listed under this agreement. You are free not to become a member if you disagree with any of our values.

We do expect that our 3niTeam Members act in an appropriate Christian manner and do not rebel against the corporation's values. 3nity is notifying you here clearly and with utmost transparency such values and therefore it is your sole responsibility to use your free will not to become involved with 3nity in any way if you disagree with any of our values. By becoming a member you agree that you accept to be respectful of all the values listed here and never openly speak against any of them.

- A. Dogmatic Teaching.** In addition to the Nicene Creed, 3nity believes and upholds all 255 Dogmatic Teachings of the Catholic Church. A dogma of the Catholic Church is defined as "a truth revealed by God, which the magisterium of the Church declared as



binding".[1] The Catechism of the Catholic Church states:

*The Church's Magisterium asserts that it exercises the authority it holds from Christ to the fullest extent when it defines dogmas, that is, when it proposes, in a form obliging Catholics to an irrevocable adherence of faith, truths contained in divine Revelation or also when it proposes, in a definitive way, truths having a necessary connection with these. (CCC 88)*

- B. Sanctity of Life.** 3nity is a staunch defender of the value of life from conception to natural end. In the same way, 3nity encourages natural family planning as natural way to plan pregnancies, which exercises self-control while remaining open to God's ultimate plan rather than the use of chemical or external forms of contraception that are an absolute rejection of God's plan and design, replacing it with a desire to control "that particular area of life and sexuality".
- C. God's Original Design.** 3nity upholds and defends the belief that every human, regardless of their actions, deserve respect due to the dignity owed to them as creatures of God, and we are called to love them even while not agreeing with their actions. Just as important and equitable to the previous statement is the belief that we uphold and unapologetically defend that God created male and female for one another, both with the same dignity though each with their own unique features, purposes and roles. The union of the two forms a marriage, and when it is done before God it is undissolvable and it must be done only between one male and one female, freely, faithfully and fruitfully. God's design is perfect, but we recognize that we are living in a fallen world, where distortions such as imperfections, dysfunctions, malformations, corruptions and afflictions have entered and contorted God's creation. This does not equate to either God or His creation being imperfect, nor that distortions of His original design mean that the distortions themselves are perfect, but it does mean that God can draw goodness and perfection out of any of these circumstances when surrendered to Him in humility and with an open heart, rather than rebel to His precepts and commandments with a false idea of love, unity and acceptance. To accept rebellion against God's original design, decrees and commandments in an attempt to force Him, through the authority He bestowed upon His Church and officials ultimately would attempt to force God to accept evil and the author of evil himself back into heaven and 3nity does not stand for that, but rather defends God's original design and vision for man and women, His decrees and commandments together with over 2000 years of Divine Revelation through His Church and saints.





- D. God is All Good.** 3nity believes that God is all good. While some may question how an all-good God can allow so much evil in this world, 3nity stands firm in the belief that all the evil that is allowed to be in this world is due to human action and will. God gave all of us free will, and if He removed such a gift from those that abuse the power of their free will for evil purposes, the gift would not be real. We do have free will to choose to do good or to do selfish, corrupted, evil acts that classify as venial or mortal sins. Simply put, sin is anything and everything that hurts you, another person or creation. You choose what kind of world we live in by every choice you make. God tells us His commandments and decrees that are guidelines to be loving towards yourself, your neighbour and creation. The more you follow His decrees and commandments, the more you grow in love, truth and justice. You are free to choose to abide by them or to reject them for your own selfish purposes, in which case, evil is perpetrated into the world through you. But even in such cases, God, through His Church offers the Sacrament of Reconciliation, through which you can obtain a clean slate to help you have a fresh start into better decision making. God never rejects any soul that comes to Him with a sincere contrite heart.
- E. The 7 Sacraments of the Church.** 3nity believes in all the seven sacraments of the Catholic Church. These are Baptism (there is only one Baptism, accepted regardless in which Christian denomination you may have received it from except if received in the Jehovah Witnesses Church or the Church of Jesus Christ and Latter Day Saints), Confirmation, The Most Holy Eucharist, Reconciliation, Anointing of the Sick, Holy Orders and Matrimony.
- F. The Real Presence of Christ in the Eucharist.** Catholics believe in the real presence of God in the Eucharist and the belief is founded on the very words of our Lord Jesus Christ as explicitly described in John 6, specially where He says
- "Very truly I tell you, unless you eat the flesh of the Son of Man and drink his blood, you have no life in you. Whoever eats my flesh and drinks my blood has eternal life, and I will raise them up at the last day. For my flesh is real food and my blood is real drink. Whoever eats my flesh and drinks my blood remains in me, and I in them. Just as the living Father sent me and I live because of the Father, so the one who feeds on me will live because of me. This is the bread that came down from heaven. Your ancestors ate manna and died, but whoever feeds on this bread will live forever."*
- And he speaks of bread in the passage above, which connects with Luke 22, when He said:



*And he took bread, gave thanks and broke it, and gave it to them, saying, "This is my body given for you; do this in remembrance of me. In the same way, after the supper he took the cup, saying, "This cup is the new covenant in my blood, which is poured out for you."*

We Catholics don't only do this as a commemoration of what He did on the Last Supper as a memory of what He did, or as our Jewish ancestors celebrated the Passover. The Passover was a foreshadowing of the Eucharistic Supper of our Lord, and our ancestors celebrated it as a tradition that kept the memory of their deliverance alive. This memorial helped them to recognize the connection once Christ came to fulfill its meaning with His own sacrifice for the deliverance of sin and death. We Catholics don't celebrate the Lord's supper as a mere tradition or memorial, we do it living all over again what He did to deliver us through His passion, death and resurrection, in accordance with the literal and spiritual meaning of the words He professed in John 6, where, in speaking of his flesh and blood, connect with His words where He establishes that He transubstantiated the bread and wine at that Last Supper (as in Every Eucharist) into His flesh and blood.

## USE OF SERVICES

**Summary:** By using the 3nity Store, you agree to use our services according to our terms and to respect the rights of our brand name, trademark, and digital items. In case we need to contact you, we'll reach out to you via email or WhatsApp.

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services, platforms, and integrations subject to this Agreement and the following restrictions in particular:

- A. Don't Use Our Services to Break the Law.** You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you or 3nity. For example, it's your responsibility to obtain any permits or licenses that your local government requires in connection to earning money and pay the due taxes; you must not engage in fraud, theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against 3nity, another 3nity user, or a third party. You also agree that you are not the target of trade, financial, and economic sanctions, and that you do not appear on a sanctions-related list, including lists maintained by Global Affairs Canada, the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S.





Department of State, the U.S. Department of Commerce, the European Union, or Her Majesty's Treasury of the United Kingdom. You also agree that you will not export, reexport, or otherwise transfer 3nity's Products to countries or territories that are the target of comprehensive embargoes or sanctions or parties on the sanctions-related lists referenced above. You agree not to use the Services: (i) to impersonate or attempt to impersonate 3nity, any other 3nity Party (as defined below), or any other person or entity; or (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise. The following are collectively referred to as the "3nity Parties": (a) 3nity, (b) 3nity's subsidiaries, affiliated companies, and joint ventures, and (c) the officers, directors, members, managers, equity holders, agents, and employees of 3nity and its subsidiaries, affiliated companies, and joint ventures.

- B. Don't Try to Harm Our Systems.** You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code into our platforms, third party services, or other programs or systems our clients may use to promote their Products. You agree not to use the Services: (i) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with this Agreement; or (ii) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm any 3nity Party or expose any of them to liability. You agree that 3nity reserves the right to audit our platforms (systems) to ensure integrity and compliance with this Agreement, at the sole discretion of 3nity.
- C. Follow Brand Guidelines.** The name "3nity", our iconography, phrases, logos, and designs that we use in connection with the Products or Services we provide are trademarks, service marks, or trade dress of 3nity in Canada, the US, Mexico, European Union, and all other countries, that are used for proprietary purposes at our sole discretion. Except as expressly provided in this Agreement, 3nity does not grant you any rights to use its trademarks, service marks, or trade dress. You may state in connection with the Services or Products provided by 3nity that 3nity provided such Services or Products. If you use any of our trademarks in reference to our Products or Services, you must include a statement attributing that trademark to the Corporation. You must not use any of our trademarks: (i) in or as the whole or part of your own trademarks; (ii) in connection with activities, Products or Services which are not ours; (iii) in a manner which may be confusing, misleading or deceptive; or (iv) in a manner that disparages us or our information, Products or Services (including the Site). 3nity reserves the right to request you to immediately remove any such misused iconography, phrases, logos, and designs at our sole discretion.



- D. Share Your Ideas.** We love to hear new suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to 3nity (not including your Content or Products you sell or warehouse through our Services) are considered non-confidential and nonproprietary to you. By submitting those ideas and materials to us, you grant us a non-exclusive, worldwide, royalty-free, non-revocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you at any time, unless agreed to in writing by 3nity.
- E. Communication Methods.** 3nity will provide you with certain legal information in writing. By using our Services, you're agreeing to our communication methods which describe how we provide that information to you. This simply means that we reserve the right to send you information electronically (by email, call, etc.) instead of mailing you paper copies (it's better for the environment).

You may contact us at:

3nity Creative Corp..

135 Laurier Avenue West

[support@store.3nitycreative.com](mailto:support@store.3nitycreative.com)

- F. Digital Items.** Digital items (like mockups, templates, images and other design assets) and texts created in connection with the 3nity Products and/or Services we offer and their intellectual property rights belong exclusively to 3nity Creative Corp. Digital items and any results may only be used in connection with the advertising, promoting, offering and sale of 3nity's Products and may not be used for other purposes or in conjunction with products from other manufacturers. If 3nity provides the possibility for Users to modify or customize any Digital Items, you will ensure that the Content used to modify such Digital Items will comply with the intellectual property laws and our Acceptable Content guidelines.

## CONTENT & SERVICES

**Summary:** 3nity is responsible for communicating with customers and handling any requests, complaints or claims they might have. We provide the best service we can on an "as is" basis, and please be aware that it may have errors and interruptions.



- A. Items That Clients Purchase Through Our Store.** 3nity strives for high quality design, materials, manufacturing, packaging, presentation and distribution of our products. While 3nity has processes to ensure quality control, once it is sent to our fulfillment services or the shipping companies we work with, we cannot prevent accidents causing damaged goods. In such cases we are responsible to ensure the client is provided with replacements in good condition. However, if you submit physical products to the 3nity Store for us to market through our brand and distribute through our fulfillment centers, you understand that 3nity cannot and does not make any warranties about your products, and any item submitted to us damaged must be replaced by you at your own expense. Any legal claim related to a Product a Customer purchases must be brought directly against you as the seller of the supplier of that Product. You release 3nity from any claims related to Products manufactured by you through our Services, including claims for misrepresentations by you to our Customers or claims for physical injury or property damage by any of your Products that are branded, warehoused and distributed for you by 3nity.
- B. Content You Access.** 3nity Creative is a Conservative Catholic organization that strives at every level to live out the values and morals set by our Catholic faith and to be faithful to the dogmatic teachings of the Church. We always welcome any Christian brethren from other denominations as we strive for Christian unity, however, we will not deny our own dogmatic teachings. 3nity recognizes that there are differences of opinions or interpretations among the different Christian denominations, therefore, a Member may not agree with products that bear illustrations that embrace dogmatic teachings, such as the assumption of Mary. 3nity will never request from you to elaborate any art with a theme that does not agree with the basic teachings of your own denomination or beyond your comfort level. On the other hand, you agree to be respectful of the content posted by 3nity and all the other members' works approved by 3nity, and not to request any takedowns. You release us from all liability relating to your discomfort generated by that content.
- C. Third-Party Services.** Our Member Store Pages on our Site(s) may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a product or service of one of our subcontractors or other third parties in order to use some of our Services (like an animator or a mockup designer that can help you make content to promote your products in social media). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. 3nity is not a party to those agreements; they are solely between you and the third party. You



agree that 3nity will not be liable to you in any way for your use of these third party services.

**D. Services.** 3nity is dedicated to making our Services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our Services are provided "as is," with all faults and without any kind of warranty (express or implied), except for the warranties provided with respect to Products in Section 6 below. **TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE EXPRESSLY DISCLAIMING ANY AND ALL WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES OR CONDITIONS IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WITH RESPECT TO OUR SERVICES, EXCEPT FOR THE WARRANTIES OR CONDITIONS PROVIDED WITH RESPECT TO PRODUCTS IN SECTION 6 BELOW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.** We do not guarantee that:

- a. the Services will be secure or available at any particular time or location – 3nity shall not be liable for any delays, interruptions or loss of data in connection with the use of our Site and Services. 3nity shall strive to ensure that the Services are carried out in other locations in case it is not possible to carry them out at the location the Services were initially intended to be performed at.
- b. any errors for which 3nity is responsible will be corrected;
- c. the Services will always be free of viruses or other harmful materials; or
- d. the results of using the Services will meet your expectations.

You use the Services solely at your own risk.

**E. LIABILITY LIMITS.** **TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER 3nity NOR ANY OTHER 3nity PARTY SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF (I) WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF INCURRING ANY OF THE FOREGOING DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) ANY SPECIFIC CIRCUMSTANCES OF YOU AND/OR YOUR CUSTOMER. THE LIABILITY OF THE 3NITY PARTIES WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICE THAT YOU HAVE PURCHASED OR USED THROUGH THE SITE. SOME**





JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## LIMITED WARRANTY ON PRODUCTS

**Summary:** Please read this section very carefully—it covers our obligations and responsibilities for 3nity Store Services. If a client reaches out to you and has an issue with their order, they may be eligible for a replacement product or refund, so reach out to us as soon as possible to let us know, but also redirect them to us so we can take care of their claim, by email at [service@store.3nitycreative.com](mailto:service@store.3nitycreative.com).

As a 3nity Store Member, it is equally useful for you to know what our warranty covers or not. This is because returns may result in an adjustment to your quarterly payouts. If a client returns a product that contains your work, then we cannot pay you for that sale, because in good faith we no longer have that money. If a return happens after a quarterly payout, an adjustment will have to be made to the amount paid to you in the following quarter. We will clearly identify a return section on the payment reports sent to you after we issue a payment.

The Warranty does not apply to Users residing in the European Economic Area or the United Kingdom (see Section 7).

- A. Limited Warranty.** We warrant that, at the time of departure of a Product from our warehouse to a fulfillment center, the Product will not be materially defective or damaged (the “Limited Warranty”). Customers have the right to cancel their orders for any reason; 3nity will reimburse them the amount paid minus the applicable, (such as fees charged to us by our payment processors, etc). Customers also have the right to request a return and a refund within fifteen (15) days; 3nity has the right to inspect the returned items and discern the steps thereafter according to the condition of the returned merchandise.
- B. Who May Use This Warranty?** 3nity extends the Limited Warranty only to clients or Affiliate Merchants. All Limited Warranty coverage terminates if the User’s Customer or the Merchant sells or otherwise transfers a Product.
- C. What Does This Warranty Not Cover?** This Limited Warranty does not cover any damage to or defect in a Product caused by any of the following: (a) the client or third parties; (b) any improper handling (including during shipping), use or storage of the

Product; (c) any failure to follow any Product instructions; (d) any modifications to the Product; (e) any unauthorized repair to the Product; or (f) any external causes such as accidents, fire, flood, “acts of God” or other actions or events beyond our reasonable control; or (g) any costs or expenses related to the loss of use of the Product or any other costs or expenses not covered by this Limited Warranty. This Limited Warranty does not cover any items supplied by third parties, size exchanges or buyer’s remorse.

Finally, as noted elsewhere in this Agreement, we unfortunately cannot guarantee that the colors and details in our website images are 100% accurate representations of a Product, and sizes might in some cases be approximate. Accordingly, this Limited Warranty does not cover such matters.

- D. What Is The Period Of Coverage?** This limited warranty starts on the date of the delivery of the Product to the Customer and lasts for fifteen (15) days (the “Warranty Period”). For the avoidance of doubt, 3nity acknowledges that according to some jurisdictions the customer may be entitled to a longer Warranty Period.
- E. What Are Your Remedies Under This Warranty?** With respect to any materially defective or damaged Product, we will, in our sole discretion, either: (a) replace such Product (or the defective or damaged part of the Product) free of charge, or (b) refund the purchase price paid to us by the customer, minus some fees depending on the circumstance of the return (such as payment processor fees, which we do not get back, or restocking fees).
- F. How Do You Obtain Warranty Service?** Promptly following delivery of a Product, the Customer or the Merchant will inspect the Product. If a Product is materially defective (including any error by 3nity in printing) or damaged upon receipt, or if they received the wrong Product, then in order to be eligible for service under this Limited Warranty, they must submit a claim within the Warranty Period in compliance with our Return Policy. If you are a Merchant, your Customer should contact you regarding any defective or damaged Product and with respect to any delivery of the wrong Product.
- G. LIMITATION OF LIABILITY. THE REMEDIES DESCRIBED IN THIS SECTION 6 ARE YOUR SOLE AND EXCLUSIVE REMEDIES (AND OUR ENTIRE LIABILITY) FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY FOR A DEFECTIVE OR DAMAGED PRODUCT SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT RECEIVED BY US FOR THE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES, TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIABLE FOR ANY LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT,**





SPECIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF OUR PRODUCTS, REGARDLESS OF (I) WHETHER ANY OF THE FOREGOING DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF INCURRING ANY OF THE FOREGOING DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) ANY SPECIFIC CIRCUMSTANCES OF YOU AND/OR YOUR CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO OUR PRODUCTS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THE WARRANTY PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**H. Warranty for Customers in the European Union & UK** For Customers residing in the European Economic Area or the United Kingdom, the legal guarantees established by Directive 1999/44/EC on consumer sales and guarantees or similar consumer contracts regulations apply to the sale of our products. Consequently, you have the right, free of charge, to get the products repaired (or replaced) within the limits provided by the law, or, in case of failure of one of the remedies above to have an appropriate reduction in the price of the products, or the order cancelled. Delivery costs for returning the product to be repaired or replaced under this clause shall be borne by 3nity, as well as any costs related to the delivery to you of the repaired or replaced product.

If the Products we supply to you are: (1) in good condition; and (2) properly packaged, you do not have the right to cancel your order due to buyer's remorse as set out in our Return Policy.

For issues with the Products, you have the right to cancel and return the order for the reasons set in our Return Policy within 15 days following the date on which the Product was delivered to you. You must inform us of the decision to cancel the order by sending us written notice before the cancellation period expires. You may contact us at [support@store.3nitycreative.com](mailto:support@store.3nitycreative.com). Within 15 days of notifying us of your decision to cancel the order, you must also return the product to us using the return address indicated on the original package in which the order was delivered. You will have to bear the direct cost of returning the goods. Within 15 days of receiving written notice of





your decision to cancel the order we will, without undue delay, issue a refund for the Product. We may delay the refund until the Product has been returned or we have received proof that the Product has been returned, whichever is earlier. The refund will be made to your 3nity Wallet or to the payment method used by you when placing the order. You may be liable for any diminished value of the Product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product, as well as for the payment processing fee, which we do not get back from the payment gateways used.

## RESPONSIBILITY OF SITE MEMBERS

**Summary:** When using the 3nity store services, it's your responsibility to follow our policies. If you violate our policies, we might restrict or even end up terminating your access to our services.

Violation of this Agreement or any other rules will result in the termination of your 3nity account.

3nity and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Store. Without limiting the foregoing, 3nity and its designees shall have the right to remove, block, and disable any Content. You agree that you must evaluate and to the extent permitted by law bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by 3nity or submitted to 3nity, including without limitation information in 3nity collaborations, posts and in all other parts of the 3nity Services.

Without limiting other remedies, we may limit, suspend or terminate our Services and your account, prohibit access to our Site, delay, remove, block, or disable hosted Content, and take technical and legal steps to keep you off the Site if we think that you are creating problems, causing possible legal liabilities, breaching this Agreement, or acting inconsistently with the letter or spirit of our policies and values. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time over 6 months. Any money left owing to you will be paid out to you prior to your account being closed and a grace period of 1 week shall be given to you after the payout to reinstate your activity to the site. If no activity happens during that grace period, the account will be closed down and all content will be deleted; 3nity does not have any responsibility to back up any files from a closed account.





You are responsible for providing 3nity with accurate and truthful information (including but not limited to your name and surname, age, etc. If you have provided 3nity with inaccurate or false information, (a) you shall be liable to 3nity for damages and losses (including but not limited to taxes) arising out of such inaccurate or false information, (b) you shall reimburse such damages and losses (including but not limited to taxes) to 3nity, and (c) 3nity shall have the right to charge you for such damages and losses (including but not limited to taxes) and otherwise limit or suspend your access to the Store.

## UTILITY PAYMENTS & FEES

**Summary:** 3nity pays a share of the net utility earned from the sales of our products with your works. To get paid from 3nity, you need a valid payment method (e.g. a debit card, PayPal) that you're authorized to use and you need to submit some personal information to enable 3nity to use various payment methods at the sole discretion of the corporation. All utilities will be paid to the payment method that the corporation deems most cost effective to you and the Corporation at the time of payment. Note that you might need to reimburse us for any chargeback fees for returns or claims that aren't in line with our policies and that happened after the payment cut off date, these reimbursements will be deducted from the following quarterly payment.

Given that 3nity is owned and operated by Catholic artists and team members, 3nity has set a unique profit sharing system as our proposition to the artists that join our venture. Our unique proposition to artists that have been part of the 3niTeam since its humble beginnings is 50% of the net profits of every product sold with their work. We extend this proposition to new artists joining the team for an extended period of time, but 3nity reserves the right to change this percentage to newcomers in the future at the sole discretion of the Corporation.

You will need to submit your payment information to 3nity for all utility payments associated with the 3nity Store Products and/or Services. In such a case, you also acknowledge and agree that this information will be stored and processed by third party PCI DSS compliant service providers. You are solely responsible to inform 3nity of any changes to your account information, such as to the payment card number or expiration date or account number, so you acknowledge that you are ultimately responsible for ensuring that your bank account information is current.

When 3nity sells a Product that contains your work, you will be paid an utility equivalent to 50% of the net profit. This ensures that all the costs of production and handling, including, but not





limited to product design, manufacturing, marketing, site fees, payment processor fees, shipping, etc., have already been paid, and whatever profit remains is shared 50% / 50% between us, the Corporation and you, the 3niTeam Member.

We may change our prices and fees from time to time (for example, when we have holiday sales, offer discounts of base product prices, etc.). These changes in prices and fees may impact the revenue amount for such affected products, which translates into a difference in the amounts you may receive as an utility at the end of each quarter in which the changes took effect. The prices and fees for the Products and the Services (if and as applicable), as well as any associated delivery costs will be indicated on the Store Site when the updates are made. It is your responsibility to check these price differences on the site and stay informed of any promotions we may offer to the public, which will be sent to you via email and via the team chat in WhatsApp. We may choose to temporarily change the fees for our Services for promotional events or new Services, and such prices are effective when we post the temporary promotional event or new Service on the Site or inform you individually.

By becoming a member of our Store you are confirming that you are legally entitled to earn payments and that you are either the account holder or have the account holder's express permission to utilize the account onto which payment will be made out to you. In case of loss of money caused by the activity of a shared account holder, you will be personally liable for the loss, and by no means shall 3nity indemnify you for such a loss.

With regard to payment methods, you grant 3nity permission to (i) use the bank account information you supply to us and warrant that it is true, correct, and complete and (ii) to issue payments to you by means of any payment service provider 3nity deems appropriate at the time, at the sole discretion of the Corporation.

Unless stated otherwise, you may choose payment options from the options available at the Site. You are responsible for ensuring you are complying with your local government registration and regulations that set you up to earn money, as well as for paying all government fees, duties and applicable taxes associated with your local government for all the utility amounts paid out to you by the Corporation. After receiving your Utility Payouts you may receive an email from us with the details of the payment

The costs of production and handling that 3nity discounts prior to calculating profits and utility share percentages include, but are not limited to the following:

- A. Product Design** 3nity will go through a process of product design, from the very conceptual design of the product, to the individual graphic design adaptation of your works in such a product to get them ready for production.

- B. Product Mockups** Once the production-ready files are completed and approved, the graphic design team creates the mockups of the product with your works in order for them to be displayed in the Stie.
- C. Product Sample** 3nity invests in getting a sample manufactured (not applicable to digital products) prior to ordering any inventory to ensure the quality meets the expectations of the Corporation. After the sample is received at the head office, you may be requested to make some adjustments to your work, such as colour correction, to ensure the best result.
- D. Manufacturing** Once the manufacturing quality of the product has been approved, 3nity will invest in the acquisition of inventory. 3nity enables pre-sales of new arrivals, to help negotiate better pricing per unit. The more you promote your products, the more presales can be secured, and the better cost per unit we can get, which translates into lower manufacturing costs and greeter revenues.
- E. Product Packaging** 3nity is not just creating products, but a brand. Therefore it is important to us to package everything in premium branded packaging. This cost includes things such as our branded boxes or labels, proper packaging from our manufacturers to our warehouse where they get packed into our branded boxes, the packaging labour, etc.
- F. Product Packaging & Shipping** Keep in mind that there are 3 shipments for every product. The shipment from our manufacturers to our warehouse in China where things get packed in their brand boxes. From there they need to be shipped to our fulfillment centres. Everything needs to be packed in a way to prevent any damages. These two shipments are deductions from the profits. From our fulfillment centers each order needs to be individually packed with all the products in each order and be shipped to each client, but this shipment cost is paid by the client separately. Additional to the cost of shipping is the cost of packing materials, such as corrugated boxes, protection corners, bubble wrap, etc.
- G. Warehousing & Fulfillment** as the products sit in a warehouse until they are shipped to clients, warehousing charges are accumulated. The man hours spent in getting an order ready and shipped are also taken into account under this type of deduction.



- H. **Marketing & Sales** 3nity has a team dedicated to promoting and selling our products in physical Catholic & Christian stores. Their time is also part of the deductions to gross revenues.
- I. **Web Development** There is a great deal of work that goes on behind the scenes of the online store. Uploading your product mock ups and all the technical, financial and visual information of your product takes time, but it is necessary for your product to display properly.
- J. **Administration & Bookkeeping** 3nity has a team of people running all the administration of the store, the orders, customer service, manufacturing management, financial reports, etc.
- K. **Accounting & taxes** In order to ensure all financial dues to local governments where we make sales, we have to ensure to run proper accounting and file financial returns in accordance with those authorities.
- L. **External 3rd Party Services** 3nity requires third party services, programs, apps, plugins, etc that help run the Store smoothly. Some of these services include but are not limited to payment gateway processors, storage, hosting, accounting programs, etc.

After all these deductions are considered, the remaining earnings is what is accounted as profit, from which we share the agreed percentage with you.

## TAXES

**Summary:** You are responsible for paying any applicable taxes to your local taxing authority, unless we have informed you otherwise.

While 3nity is responsible for (and shall charge) all applicable taxes, such as but not limited to sales taxes, VAT, GST and others, and duties associated with the Products (if and as applicable) to each client at the time of their sales transactions, you are responsible to pay your local tax jurisdiction any income tax applicable to the amounts you earn through 3nity. 3nity is not liable for any dispute that shall arise with your local government and the relevant tax authority over defaulting in your tax payments.

In certain cases you are required to provide a valid exemption certificate such as, without limitation, Resale certificate, VAT ID or ABN.



## DESCRIPTION OF PRODUCTS & AVAILABILITY

**Summary:** We strive towards making our product development process the best we can, yet we can't guarantee that the product representations on our website will be 100% accurate or that the manufacturing stage won't result in damages. To counteract the potential loss of a sale when a product is out of stock, we offer clients product pre-orders with the proper timeline they can expect for their product to arrive.

We always try to represent each design as accurately as possible via photography, mockups, technical descriptions, eloquent product short introductions, product titles provided by designers, artists, writers or photographers. If you want your product to be described in a specific way, please reach out to us to submit the description in writing to us, or include it along with your file submission (use .zip for multiple files). We will use whatever title you use for your work, which is included in the nomenclature of your file. Please use the following format:

YYYY-MM-DD\_Full-Name\_Title-of-your-work\_Type-of-product(if applicable).xxx

Where YYYY are four digits for the year, MM are two digits for the month (for months like January, for example, use 01), and the day in which you are to upload the file (for days from 1-9 use 01, 02, etc) dividing each part with a dash "-". After that use an underscore "\_" and add your full name dividing each with dashes "-", add another underscore "\_" and then add the title of your work; if it has more than one word, divide them with dashes "-". You can add the type of product you want your work to be used for, if it is applicable, and depending on the template you may have used. After the dot "." is the file extension represented with the xxx.

We have a mentality of continuous Product development so we can provide you with what we consider to be the best designs combined with best performance, and thus reserve the right to amend the specifications of Products, their price, packaging, and any Service associated at any time, without prior notice.

We use our best efforts to provide you with the best images and descriptions for the products containing your work, but unfortunately cannot guarantee that colors and details in website images are 100% accurate representations of the product, and sizes might in some cases be approximate. (For example, with some products that may be handmade)





Sometimes during the manufacturing process Products can be damaged. Obviously we won't knowingly ship damaged items to our Customers, but these damaged items can still be used for charitable purposes. 3nity reserves the right to donate all damaged items with full or partial designs to charity and you hereby waive your right to collect utilities or other fees regarding damaged Products that are donated.

## RELEASE

**Summary:** You can't sue us for anything that we have disclaimed or obtained your release from under this Agreement.

To the fullest extent permitted by law you release us and all other 3nity Parties from any and all claims and demands, as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses incurred or suffered by any 3nity Party, of every kind and nature, known and unknown, relating to or arising out of any right, claim, or matter (a) which is disclaimed by 3nity (or for which 3nity provides no guarantees) under this Agreement, or (b) for which 3nity is otherwise indemnified or released by you under this Agreement.

## INDEMNITY

**Summary:** 3nity is not responsible for any damages and liabilities you incur if you break the law, violate these terms or any rights of third parties and it results in legal action (this also includes misrepresentations made by you and any product liability claims).

To the fullest extent permitted by law you will defend, indemnify, and hold 3nity and the other 3nity Parties harmless from any claim or demand made by any third party, as well as any and all damages, losses, liabilities, judgments, costs, reasonable attorneys' fees, and other expenses of every kind and nature, known and unknown, incurred or suffered by the 3nity Parties, relating to or arising out of (a) your breach of this Agreement, (b) your use (or misuse) of our Services, (c) your Content, (d) the infringement by your Content or your account of someone else's intellectual property or other rights, (d) your violation of any law or the rights of a third party, including claims for misrepresentations by you and claims for physical, emotional or psychological injury or property damage by any of your products or items that are branded and sold for you through the 3nity Store. We reserve the right to handle our legal defense however





we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

## GOVERNING LAW

**Summary:** If any dispute arises between us we'll apply the laws of the province of Ontario, Canada to resolve it—unless you as a Member reside in the European Economic Area, Switzerland, or the United Kingdom in which case we'll follow the laws of the Republic of Latvia.

This Agreement, and all disputes and claims arising out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes and claims, are governed by the laws of the province of Ontario, Canada, without regard to its conflict of laws rules. These laws will apply no matter where in the world you live or are located but if you are a Member living in the European Economic Area, Switzerland, or the United Kingdom the laws of the Republic of Latvia will apply to any dispute arising out of or relating to this Agreement. Notwithstanding the aforementioned, nothing in this Agreement, including the aforementioned choice of law provision, affects your rights as a Member living in the European Economic Area or Switzerland to rely on any mandatory provisions of the law of the country in which you are resident.

For Members in the European Union and the United Kingdom: Alternatively, you can contact the [consumer center in your country](#) or you can decide to access the platform for alternative extra-judicial resolution of disputes provided by the [European Commission](#).

## ARBITRATION AND JURY TRIAL WAIVER

**Summary:** Any legal dispute involving our Store Site & Services (except for situations defined below) will be resolved by arbitration according to the rules in this Section. By using our services, you waive any rights to a jury trial or class actions.

“Disputes” means all disputes and claims arising out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes and claims, excluding only claims under the Limited Warranty and claims brought by Users living in the European Economic Area, Switzerland, or Users in the United Kingdom against 3nity in the European





Economic Area or in the courts of England and Wales. All Disputes shall be finally settled by final and binding arbitration, using the English language, administered by the [British Columbia International Commercial Arbitration Centre](#) (the "VIAC") under its [International Commercial Arbitration Rules of Procedure](#) ("Commercial Rules") in effect at that time. The Rules are deemed to be incorporated by reference into this Agreement. As of the date of this Agreement you can find them [here](#), by calling the VIAC at 1-877-684-2821 or by emailing them at [resolve@vniac.org](mailto:resolve@vniac.org). The International Commercial Arbitration Act applies to this Agreement. The arbitration shall be administered by the VIAC and shall be conducted by a sole arbitrator selected in accordance with the Commercial Rules unless otherwise mutually agreed by the parties. Unless 3nity and you agree otherwise, any arbitration hearings will take place in Vancouver, Canada. Judgment on any arbitration award may be entered and enforced by any court that has jurisdiction to do so. Any arbitration will take place on an individual basis and neither the arbitrator nor VIAC are empowered to conduct a class arbitration, class action or to resolve claims of more than a single claimant in anything other than a single proceeding, unless both parties consent. You and 3nity acknowledge that VIAC may conclude that the Commercial Arbitration Rules or the International Centre for Dispute Resolution may be more appropriate in certain cases. You and 3nity agree to abide by the decision of the VIAC as to the applicable rules in cases where a party may assert that the Commercial Rules are not appropriate.

**TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND 3NITY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL DISPUTES (AS DEFINED ABOVE). THIS JURY TRIAL WAIVER IS INTENTIONALLY MADE AS YOU AND 3NITY WOULD PREFER TO RESOLVE ALL DISPUTES (AS DEFINED ABOVE) AS PROVIDED BY THIS SECTION. THIS JURY TRIAL WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT. FURTHERMORE, YOU AND 3NITY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION OR OTHER FORM OF JOINT DISPUTE RESOLUTION WITH OTHER PARTIES.**

Notwithstanding the foregoing, you may instead assert your claim in any Dispute in "small claims" court if you provide us with written notice of your intention to do so before any claim is submitted to arbitration and provided that (a) your claim qualifies, (b) your claim remains in such court, and (c) your claim remains on an individual, non-representative, and non-class basis.

Also, notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

You and 3nity shall each bear 50% of all fees and expenses of the VIAC and the arbitrator except as otherwise provided by the Commercial Rules (or, if applicable, the Consumer Arbitration Rules or the Rules for the International Centre for Dispute Resolution). The

arbitrator may award such fees and expenses of the VIAC and the arbitrator as well as other expenses and reasonable attorneys' fees to a prevailing party consistent with the provisions of the Commercial Rules (or, if applicable, the Consumer Arbitration Rules or the Rules for the International Centre for Dispute Resolution).

## PRIVACY AND PERSONAL DATA PROCESSING

**Summary:** 3nity's Privacy Policy is an important part of our Terms of Service that explains how your information is used when you use our services. Please read it very carefully.

3nity collects your personal data to provide our Services. We are committed to protecting your personal data and privacy and our Privacy Policy details and explains how we are processing Site Member's personal information. By accepting this Agreement, you are also accepting and acknowledging our Privacy Policy.

## PRODUCT PROMOTION, ADS & SOCIAL MEDIA

**Summary:** 3nity will be producing ads and promotional material of any of the products displayed in the Site. You grant 3nity permission to do so. Furthermore, you agree to help promote your own products and any other products of your choosing from other members in order to generate cross-marketing between all team members. This can be achieved by word of mouth or the use of social media. 3nity reserved the right to offer ads to its members at an additional cost, which will be optional and not enforced on any member.

As part of our efforts to display our products in front of more potential clients, 3nity will select products to produce quality promotion materials including but not limited to videos and photography in order to display them in social media platforms or ad spaces in 3rd party platforms or organizations for product promotion. In some cases, 3nity will pay for ads at the sole discretion of the Corporation. You grant 3nity permission to create such materials and to display them at the sole discretion of the Corporation, unless you have intentionally opted to pay for ads for your products. However, 3nity is not obliged to create these materials for all products. When a 3niTeam Member pays for ads for one of their products, 3nity commits to completing these work in a timely manner.

3nity reserves the right to choose the style and methods of advertising and product promotion material creation. If you have a particular look or style you want 3nity to use for your products, it is your responsibility to request the template and technical information from 3nity, and to submit the promotional material files yourself. 3nity will try to accommodate such requests, but





reserves the right to reject them for any reason. In case of approval of such a request, there might be additional cost associated with the application of such materials, which 3nity will discern on a case by case basis and will notify you of. You reserve the right to review and accept or reject it.

In some cases, 3nity will be sending samples of our products, which may be one of the products containing your work, to Social Media Influencers free of charge in exchange for a promotional review. You grant permission to 3nity to do so and release 3nity to pay you any utility on such a product, understanding it alone generates no revenue in and of itself. However, you understand the potential in sales increases that may arise from such an effort.

Furthermore you agree to not post any negative reviews on any of our products or services in any social media platform or in any public domain without first discussing your concerns with 3nity and giving 3nity every opportunity to resolve any reasonable issue you may have. If you have an issue with another 3niTeam Member, 3nity will try to help both parties with spiritual advice before any legal council is required. Shall legal council be required, the charges are at your own expense. You also agree not to post any negative media about 3nity, the Site or Services, any of our products or other members in any social media platform or any public domain for any reason unless explicitly granted by a court of law or an arbitration officer. To do so constitutes a breach of this agreement and 3nity reserves the right to counteract such an act with legal action for defamation.

## GENERAL

**Summary:** Becoming a 3niTeam Member doesn't make you an agent, partner or employee of 3nity. We are not responsible for any violations of these terms if it's out of our control. If you have any questions about our Terms of Service, feel free to contact us at [support@store.3nitycreative.com](mailto:support@store.3nitycreative.com).

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, etc. is intended or created by this Agreement.

3nity will not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in 3nity's performance under this Agreement when such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, such as any fire; flood; earthquake; governmental action; war, invasion or hostilities; national emergency; explosion; terrorist threat or act; riot or other civil unrest; insurrection; epidemic; lockout, pandemic lockdowns, strike or other labor dispute (whether or not relating



to our workforce); inability or delay in obtaining supplies; telecommunication breakdown; or power outage.

You represent that you have all necessary permits and personal data to enable us to fulfill this Agreement.

To ensure full customer support and a higher quality of service, 3nity can sign in to customers/members accounts as a customer according to 3nitys Privacy Policy.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such sections. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

3nity at its own discretion reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time, including the right to engage third party manufacturing services to perform any Services. If you are a Member in the European Economic Area or the United Kingdom and such transfer or assignment may reduce your guarantees under this Agreement, then 3nity will ask for your permission beforehand.

If you have any questions about this Agreement, please email us at [support@store.3nitycreative.com](mailto:support@store.3nitycreative.com).

## CLOSING REMARKS

Thank you for choosing to be part of the 3niTeam, and to work in union with us to propagate God's message through art and entertainment, to support artists like yourself to continue doing work of art that edifies through our Store's profit sharing strategy, and to help orphan children be better prepared to make an honest living after they leave the orphanage. Let us work together with unity of heart, spirit and effort in good faith and out of love for God and one another.

In Christ and for Christ;

*Frida Alarcon*

Founder of 3nity Creative

