



**Customer Service 717-739-6449 – Monday ~ Friday 9:AM to 3:PM (EST)**

**Email: sales@junction116.com ~ 21 Biesecker Rd, York PA 17408**

*Attn: Vendors, Sellers or Business Listings on Junction116.com; go to bottom of this document for instructions to become a verified business.*

### **Junction 116 LLC Marketplace Seller/Vendor/Listing Agreement/Policy**

In order to sell items in the marketplace on Junction116.com (the “Site”), you must agree to the marketplace seller/vendor agreement outlined below, which includes our privacy policy and any other terms and conditions on the Site. By listing an item for sale or purchasing an item on the Site, you agree to be bound by all terms and conditions of this marketplace agreement.

The Site is owned and operated by Junction 116, LLC, which reserves the right to make changes to this marketplace seller/vendor agreement at any time. Changes to this marketplace seller/vendor agreement are effective when the changes are posted to the Site. Continuing to sell items in our marketplace will constitute your agreement to the new marketplace seller/vendor agreement. It is your responsibility to review the changes and decide if you want to continue to use our marketplace. Changes to the marketplace seller/vendor agreement may occur without notice to you.

### **The Junction 116 Marketplace**

Junction 116, LLC provides the marketplace as an online service that allows third party seller/vendors to sell their products to buyers. Junction 116, LLC does not act as the agent for either buyers or seller/vendors. Our marketplace service provides a platform for these transactions to take place.

## **Account Setup**

You must login with an existing account or complete the Site registration process to create an account with a user name and password in order to make full use of selling on the marketplace. You may not share your password with anyone. You must always provide accurate, current and complete information, and you must update such information in a timely manner to maintain its accuracy and completeness. Any use of the Site through your Account will be deemed as being used by you. Junction 116, LLC is entitled to rely on the contact and other information that is supplied to us through your Account. Your Account is non-transferable and non-assignable.

## **Eligibility Requirements**

Listing items for sale in the Junction 116, LLC Marketplace is limited to parties that can lawfully enter into a contract. Minors are not allowed to buy or sell on our marketplace. To list items for sale you must supply your name, description of your store or service, address, phone number, email address, PayPal account info for payment and agree to the marketplace agreement.

We request PayPal account information primarily for identity and security reasons. By providing a PayPal account you are also enabling us to send payments. Please note that the PayPal account you have identified must be valid in order for you to be paid for your sales. If for any reason it is invalid at the time we try to disburse funds to you, your disbursement will be delayed until you update the information.

## **Junction 116 Marketplace Fees**

For all items sold through its marketplace, Junction 116, LLC may charge a fee based on a percentage of the sale price, as set forth and agreed upon under the seller/vendor agreement. The seller/vendor of an item is responsible for paying this fee. This fee will be automatically deducted from the earnings you receive from a sale or per prior arrangement. Standard Fees may change at any time without notice; unless the seller/vendor has a prior agreement. The fee in effect on the date of sale of the item shall govern the transaction. By listing an item for sale in our marketplace, you agree to pay the applicable fees and any collection costs related to non-payment of fees. All fees are payable upon demand via your PayPal account. By listing an item for sale on the Site, you agree to pay Junction 116, LLC for amounts due.

## **Required Communications**

Junction 116, LLC requires you to provide timely support to the customers of our marketplace, please make sure that all communications are kept in the online messaging center. All messages should ideally be replied to within 24hrs. Please resolve all customer issues related to the

Junction 116, LLC marketplace within 48hrs if possible. You are also required to notify Junction 116, LLC when you change the status of an order. Changes in status could include but are not limited to: canceling an order, refunding an order or alerting a customer about a missing item from their order. When you mark an item as shipped with tracking or shipped without tracking an automatic email will be sent to the customer alerting them of the status change. Do not contact customers directly unless replying to a question, alerting them of an order status update, or responding to a complaint.

### **Shipping Expectations**

All orders should be shipped to customers within the designated time frames of the product or service ordered. All orders must reach the Buyer within the designated timeframes (standard shipping). Failure to provide any necessary shipment notifications may cause your transaction and any associated payment to be canceled at our sole discretion. Please carefully read our Shipping Guidelines. As part of the Seller/vendor Agreement you are contracted to adhere to, it is your responsibility to deliver the items contained within an order to the Buyer and you waive your ability to win any disputes if the customer says the package did not arrive due to not having Delivery Confirmation or Tracking. The seller/vendor waives the ability to win any disputes if the customer says the package did not arrive should they choose not to follow the Shipping Guidelines.

### **Seller/Vendor Restrictions**

Seller/vendors cannot list or sell items that: infringe upon intellectual property rights or are illegal, fake, counterfeit, or stolen. Items listed for sale must be listed on the correct item page and an accurate description of the products description must be given. The accounts of seller/vendors may be limited in a matter that allows them to make a certain amount of transactions within a given time at the sole discretion of Junction 116, LLC. Marketplace transactions must take place between two different individuals, organizations or entities. Junction 116, LLC reserves the right to refuse service to anyone at any time for any reason.

Junction 116, LLC determines which products to offer for sale in the marketplace. Products may be added or removed at any time without notice. Changes to the item detail pages of a product can also take place without notice. The way listings appear in the marketplace may change without notice to users of the marketplace.

Seller/vendors are required to sell items at the price they listed to customers that meet the seller/vendor's terms. By listing an item in our marketplace you agree that you have the right to sell the item, the item is in your possession and that your description provided in your listing is complete and accurate. Seller/vendors are not allowed to sell items they do not physically possess; unless they are a made to order type of product. Seller/vendors are required to ship an order by the provided ship date and follow the Junction 116, LLC Shipping Guidelines. Failure

to ship by the provided date or follow the Junction 116, LLC Shipping Guidelines may be grounds for termination of your Account.

## **Payments**

After a completed sale occurs Junction 116, LLC credits the net proceeds from the sale to your account; minus fees imposed by our processor (PayPal). Keep in mind that refunds to buyers, selling fees, and other transactions are debited against amounts credited to your Account from sales. The funds in your Account will be transferred to your designated PayPal account for Completed Sales on Monday & Thursday of each week. To receive funds, you must provide PayPal account information; payments will be made in U.S. Dollars.

As a security measure, Junction 116, LLC may, but is not required to, impose transaction limits on some or all seller/vendors relating to the value of any transaction, disbursement, or adjustment, the cumulative value of all transactions, disbursements, or adjustments during a period of time, or the number of transactions per day or other period of time. Junction 116, LLC will not be liable to seller/vendor: (i) if we do not proceed with a transaction, disbursement, or adjustment that would exceed any limit established by us for a security reason, or (ii) if we permit a buyer to withdraw from a transaction because of issues involving the Account.

If Junction 116, LLC reasonably concludes based on information available to us that seller/vendor's actions and/or performance in connection with the Site may result in buyer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you in connection with this marketplace agreement for the shorter of: (a) a period of 90 days following the initial date of suspension; or (b) completion of any investigation(s) regarding any seller/vendor actions and/or performance in connection with this marketplace agreement. We will not be liable to seller/vendor if we act in accordance with the provisions of this Section.

## **Taxes**

It is the seller/vendor's responsibility to collect and remit any taxes associated with a transaction. Junction 116, LLC may provide tools that allow a user to charge sales tax on transactions, but Junction 116, LLC will not be held responsible for the collection or lack of collection of any taxes due to the use of these tools. Junction 116, LLC is not responsible for determining when tax should be charged.

## **Return Policy**

For all of your products you will accept and process returns, refunds and adjustments in accordance with this marketplace seller/vendor agreement and the Junction 116, LLC Refund and Returns Policy published on the Site at the time of the applicable order, and we may inform customers that these policies apply to your products. Customers are not subject to restocking or refund processing fees when a seller/vendor applies a refund. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling “if shipping applies” or other charges) or other amounts to be paid by you to buyers in connection with Junction 116, LLC marketplace purchases, using functionality we enable for your account, and will route all such payments through Junction 116, LLC. We will provide any such payments to the buyers (which may be in the same payment form originally used to purchase your product), and you will reimburse us for all amounts so paid. We may offset such payments against any amounts to be remitted or paid by Junction 116, LLC to seller/vendor under this marketplace agreement or seek reimbursement from seller/vendor via any of the means authorized under this marketplace agreement. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable Junction 116, LLC Refund and Returns Policy and as required by law, and in no case later than thirty (30) days after the obligation arises.

## **Termination**

The seller/vendor can terminate participation in our marketplace at any time by written notice to Junction 116, LLC. Junction 116, LLC reserves the right to terminate a user’s participation in the marketplace at any time for any reason at its sole discretion, with or without notice to user. Junction 116, LLC reserves the right to monitor user accounts to determine if policies or laws are being broken. Junction 116, LLC reserves the right to remove or edit any content supplied by users. Any illegal or fraudulent activity may be reported to law enforcement or other third parties. Upon termination, seller/vendor must pay Junction 116, LLC any fees that were incurred prior to the effective date of termination, and any pending transactions will be canceled.

Junction 116, LLC reserves the right, upon termination, to offset against any payments to be made to seller/vendor, an amount determined by Junction 116, LLC to be adequate to cover chargebacks, refunds, adjustments or other amounts paid to buyers in connection with marketplace purchases from seller/vendor's account for a prospective three-month period. At the end of such three-month period following termination, Junction 116, LLC will disburse to seller/vendor any amount not used to offset chargebacks, refunds, adjustments, or such other amounts paid to buyers, or seek reimbursement from seller/vendor via any of the means authorized in this marketplace agreement for any additional amount required to offset chargebacks, refunds, adjustments, or other amounts paid to buyers, as applicable.

## **Warranty**

The Junction 116, LLC marketplace is provided as is and without warranty. Junction 116, LLC makes no warranties of any kind, expressed or implied. We strive to provide our marketplace 24 hours a day 365 days a year, but we do not guaranty our marketplace will always be available. Junction 116, LLC will not be liable for any loss due to our marketplace not being available. Junction 116, LLC will not be liable for any loss due to errors in our software or the software of others that we use.

## **Risk of Loss**

Junction 116, LLC may refuse service to anyone for any reason. Junction 116, LLC may earn interest or other compensation from the balances in our bank accounts that result from the timing difference between our being paid by a buyer and our bank account being debited to pay out credits to a seller/vendor. Junction 116, LLC will bear the risk of credit card fraud (i.e. fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with a payment transaction through our marketplace, and the seller/vendor will bear all other risk of fraud or loss that are not fulfilled strictly in accordance with the order information and shipping information that we provide you. Junction 116, LLC reserves the right to seek reimbursement from the seller/vendor if we, in our sole discretion, decide to reimburse the buyer, provide a refund to the buyer if the seller/vendor cannot promptly deliver the goods, discover erroneous or duplicate transactions, or receive a chargeback from a buyer's credit card issuer for the amount of the buyer's purchase from the seller/vendor. Junction 116, LLC may obtain reimbursement of any amounts owed by the seller/vendor to Junction 116, LLC by deducting from future payments owed to the seller/vendor, reversing any credits to the Account, debiting the seller/vendor's bank account, charging the seller/vendor's credit card, or seeking such reimbursement from the seller/vendor by any other lawful means. You authorize us to use any or all of the foregoing methods to seek reimbursement.

## **Indemnity and Limitation of Liability**

You will defend, indemnify and hold harmless Junction 116, LLC and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this marketplace agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any products you sell or content you provide, or the collection, payment or failure to collect or pay any taxes.

## **Disputes**

Because Junction 116, LLC is not directly involved with transactions between buyers and seller/vendors, you agree to release Junction 116, LLC from claims, demands, and damages related to transaction disputes. If a dispute arises, buyers and seller/vendors are expected to deal with each other to come to a resolution. At times, Junction 116, LLC Customer Service may step in to mediate disputes between Buyers and Seller/vendors on our platform. During mediation, Junction 116, LLC Customer Service may apply full or partial refunds to resolve disagreements, any and all refunds are at the discretion of the Customer Service.

## **Jurisdiction**

Any claim against Junction 116, LLC in relation to our marketplace shall be adjudicated in a court in York County, Pennsylvania and you agree to exclusive jurisdiction of these courts. This agreement shall be governed by Pennsylvania law, without regard to conflict of laws principles thereof.

## **Content Agreement**

By agreeing to the marketplace seller/vendor agreement, you grant the royalty-free use of any content you submit to us. You represent that you own any content you submit to us or you have the right to distribute submitted content. You will be responsible for any violation of rights for unauthorized content.

## **Severability**

If any section of this agreement is deemed unlawful, void or unenforceable, then that section shall be deemed severable and the remainder of the agreement will remain in force. Failure to enforce any section of this agreement by Junction 116, LLC does not constitute a waiver of Junction 116, LLC's right to enforce such section or any other section in the future.

JUNCTION 116, LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS MARKETPLACE AGREEMENT, THE SITE, THE INABILITY TO USE THE SITE OR THE MARKETPLACE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO VIA THE SITE.

To Apply for Vendor/Seller of Goods, Services or Listing on Junction116.com ~ please complete the following:

Follow These Instructions:

- Download the [JCT116 Seller agreement 2018.pdf](#)
- Create Email from your business email address to sales@junction116.com with subject: (Your Business Name) Vendor Agreement.
- Attach a Copy of the JCT116\_Seller\_agreement\_2018.pdf
- Attach a Copy of a legal form of Photo Identification (i.e. Driver's License)
- In body of message: I (your name) owner/proprietor of (your business name) agree to the Seller/Vendor Agreement.
- Under Body of Message add: Signature: (Your Name)
- Under Signature include your business contact information: Name, Address, phone, email.
- Send email

\*In order to be a Vendor, Seller or be listed on Junction116.com; it is required that your business be verified.

You will receive a response within 12 to 48 hours.