

## OPW MALL POLICY AGREEMENT

These are the policies governing business between OregonPatchWorks Inc (herein referred to as OPW) and the vendor (herein referred to as Designer). By electronically signing this Agreement, both parties are agreeing to abide by these policies for the duration of the business relationship between OPW and Designer or until a new Policy Agreement is issued and signed. Business will commence when a signed, dated electronic copy of the Policy Agreement (with questionnaires filled out by Designer) and a signed, dated electronic copy of W9 (USA) <https://www.irs.gov/pub/irs-pdf/fw9.pdf> or W-8ben (International) <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf> form is emailed to [Jackie@oregonpatchworks.com](mailto:Jackie@oregonpatchworks.com). An email, acknowledging receipt, will be sent to the Designer by Jackie Holderbein.

A printed version of the entire Agreement and Form, dated and signed, must also be mailed to OPW within 30 days, which will be kept on file at OREGONAPATCHWORKS INC.

Either party can be released from this Agreement with an electronic or written 30-day notice to dissolve the Agreement, without penalty. Notice must be received and acknowledged by the other party, to mark the beginning of the 30-day period. OPW agrees to deactivate the Designer's section within the 30-day period, in the event a notice of dissolution is received.

The Goal of Management is to provide a worry-free, smooth and profitable operation for all parties involved in the OPW Mall community. OPW's promise is to adhere to a high standard of integrity and honesty in all business transactions and the same is expected of all participants in the OPW community.

OPW agrees to act as a web-hosting, custom service and order processing agent for the Designer. Instant, immediate download of electronic products is available to the customers. OPW also provides various marketing services, website maintenance and a secure 24/7 payment gateway. Operational, promotional and maintenance costs are paid by OregonPatchWorks Inc. Any fees which the Designer is responsible for are clearly outlined in this agreement.

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### DESIGNER COPYRIGHTS

All Designer products remain the property of and under the control of the Designer. OPW agrees to respect and protect Designer's copyrights at all times. A general copyright statement is viewable online. An electronic version must be included in each downloadable zip file uploaded by Designer (the copyright is made available in this document and will also be emailed in a future email of support documents). This general copyright is worded to support the individual Designer, while also presenting them as a member of the OPW community. OPW agrees to prominently display copyright information whenever appropriate in marketing which supports the Designer.

Designer warrants they are the sole and exclusive owners of all rights, titles and interest in the product(s) they sell on OPW, including any intellectual property interests. If third-party clipart has been used to create embroidery designs, the Designer verifies they have obtained legal permission to use the clipart and will hold OPW harmless from any third-party disputes, including all legal and/or court fees that may arise from such disputes or claims of misuse.

## **GENERAL POLICY**

All Designers agree to cooperate within the structure of OPW, by complying with the expectations outlined in this Agreement. If unforeseen circumstances arise, Designer agrees to give prior notice of any changes or inability to comply and OPW staff will assist when possible. OPW reserves the right to dissolve the business relationship without 30 days prior notice in the event of deliberate breach of the policies contained in this Agreement, without adequate reason being given for said breach.

## **QUALITY**

Designer agrees to provide high quality digitized designs and images which accurately represent the designs (Image size: 600 pix or larger). Designer understands their products will be included in random quality checks conducted by OPW staff. OPW maintains the right to reject or ask for revisions of any material found to be inferior or inappropriate.

Inferior, auto-digitized design are not allowed. High quality manually punched designs are expected. High quality screen shot images are allowed but high quality scanned stitchouts are preferred. Project photos are also encouraged. Customer also respond well to project tutorials.

## **GENERAL PROGRAMS AND REQUIREMENTS**

### **SITE-WIDE SALE:**

Each year, in early FALL, we reward our customers with a site-wide Anniversary Sale and an annual treasure hunt. Participation is required during the sitewide sale. All other promotions throughout the year are voluntary. The terms of all promotions are determined by the Designer.

### **OPW LOGO:**

A logo is provided for a backlink from Designer's homesite to their OPW store.

### **COMMUNICATIONS:**

In the event Designer needs to communicate with OPW clients, Designer agrees to only display their OPW store's link in their signature line. All repeat business will be directed back to OPW.

### **PROMOTIONAL ACTIVITIES:**

Advertising by Designer is encouraged. By proudly promoting their OPW store, the Designer helps to insure higher sales and repeat business. Designer agrees to maintain

their store in an active manner, by adding new designs as often as possible. The care and attention invested by the Designer will pay off in increased sales and growth. OPW agrees to take every opportunity to promote and advertise the Designer. OPW agrees to make available optional marketing opportunities whenever possible, which may or may not include fees to Designers who choose to use the resources. Participation in optional marketing opportunities is always voluntary.

If the store remains inactive for long periods of time or a negative balance develops, Designer understands a review will be done to evaluate future participation in the mall community.

#### **REPEAT BUSINESS:**

Customers who purchase through Designer's OPW store must be directed back to OPW for repeat business. Designer agrees to not include urls or emails from other outlets in the zip files loaded to OPW. Designer agrees to include their OPW store url only in the docs and understands that files in noncompliance by listing other URL sites will be altered by OPW to reflect compliance. Noncompliance may result in a fee of \$5 per incident.

#### **WEBWORK:**

Designer will be given a password protected login to control their section of the mall (their OPW store). This gives them access to upload and modify products. OPW agrees to answer questions and assist Designer when needed, without added fees. Optionally, if Designer would prefer to not do the uploading, OPW agrees to do it all, including adding and editing products, for a fee of \$15 per hour.

#### **FILES NEEDED:**

Once we receive your signed, dated policy Agreement via email, OPW will send you further instructions regarding uploading files. If Designer has a large volume of designs to add, a bulk load utility is available, upon request, to speed up uploading.

### **PROMOTIONAL PROGRAMS FOR DESIGNERS**

The following programs have proven to be very effective in promoting Designers within the OPW community.

**MOC EXCLUSIVE SAMPLE:** (required) Designer agrees to provide one exclusive sample every 4 months on an assigned schedule (which will be provided). Designer agrees to keep this design exclusive to the MOC program, not listing it for free or for sale on any other site or giving it away at any other location by any means at any time. Designer agrees to allow continued use of MOC designs (to be used as samples only), in the event of dissolution of relationship. **SUBMISSION: EARLY BUT NOT LATE.** The MOC designs can be submitted as far in advance as desired. Designer understands that if the designs are submitted after the due dates, a late fee of \$1 per day applies until they are turned in. **Special arrangements:** With advanced notice, OPW agrees to digitize an exclusive design for Designer for a one-time fee of \$30 per design. No additional fees or late fees apply, if the special arrangement is requested.

**SAMPLERS:** (required) Designer agrees to provide four designs per year for seasonal sampler promotions. These designs are NOT exclusive; they can be for sale at Designer's outlets (but not listed for free anywhere). They are used for various marketing activities and provide extra links for the Designer on OPW. Designer agrees to allow continued use of the sampler designs (to be used as samples only), in the event of dissolution of relationship.

**TARGET ADS:** (optional) Professionally made ads are created, exclusively promoting individual Designers. Target ads are sent to the subscription newsletter list, currently at over 33,000 opted-in subscribers. Target Ads cost \$50 per ad. Designer can request as many target ads as desired.

**DESIGNER OF THE WEEK (DOW) ADS:** (optional) Professionally made ads are created for four Designers per week. Links for DOW Designers are listed at the top of the Special Offers directory, the Designers main index directory and the weekly Newsletter (both emailed and site versions). The Homepage displays 2 additional banners on a slider and 2 more feature ads per DOW Designer. The feature ads are also sent as a mini-newsletter to the mailing list and as individual ads on social networks. DOW Ads are \$35 per ad week and Designer can schedule DOW ads as desired and available.

**ADDITIONAL MARKETING:** OPW pays for professional SEO, PPC and SEM services, as well as paid Ads and Tips formation and posting on the social networks. A weekly newsletter is sent to 33,00+ subscribers. As a valued member of the OPW community, each Designer store is included and featured whenever possible.

We are constantly looking for new ways to promote the Mall community and welcome new ideas from our Designers. If you have ideas, please share them.

## **COPYRIGHT STATEMENT**

Designer agrees to include the following intro paragraph and copyright statement in each downloadable zip file in PDF format. Include it in the zip files loaded to the server.

### **THANK YOU FOR YOUR PURCHASE FROM OREGONPATCHWORKS INC**

Welcome to the OPW Mall, where YOU are always #1. We will do our best to make your visits enjoyable and informative. Please invite your embroidery and quilting friends to visit us also. It is great customers who have kept us going for nearly 20 years and we invite you to join our family of friends. We are here to assist you, we are just an email, chat or phone call away. Have a blessed day!

**LEAVE US A GOOGLE REVIEW:** To add a review, copy and paste this link to your browser: [www.tinyurl.com/yxzsv8zu](http://www.tinyurl.com/yxzsv8zu)

## **COPYRIGHT STATEMENT**

[www.oregonpatchworks.com](http://www.oregonpatchworks.com)

The original copyright of these files is owned with all rights reserved by the creator of the original files.

**YOU HAVE PURCHASED A LICENSE TO USE THESE ELECTRONIC FILES ONLY.**

When you purchase or download from OregonPatchWorks Inc, you are granted a single-user license of the files to create stitch outs from them.

The ownership of the design stitch files and related graphic files is retained by craftsperson who created them.

These digitized embroidery designs and graphics are protected under USA Federal Copyright Law & International Treaties.

The designs and graphic files themselves, or any part thereof, cannot be sold, duplicated or shared in any way and are for use by the original purchaser/user only.

The user license covers the following uses:

Unless otherwise stated in the digitizer's own copyright statement, the user may stitch out the designs on finished projects for personal use, gifts or projects for sale by the original purchaser only. If the finished project items or stitch-outs are displayed for sale online or in a physical location (store), credit to the digitizer and link to [www.oregonpatchworks.com](http://www.oregonpatchworks.com) is required.

This licensed does not cover mass production (50 or more identical items) without additional permissions.

Transference of these files to any other person or group is strictly prohibited.

You may not lend, give away or sell the files to anyone else EVER. You may not change, add to, delete parts of, or alter the files and then call them your own. You may personalize the designs with lettering for personal use only.

You cannot send them via email or by any other method to another embroiderer to be split or changed in any way.

Any alteration requests should be directed to [support@oregonpatchworks.com](mailto:support@oregonpatchworks.com) and will be forwarded to the owner of the copyright.

Other specific copyright policies of the individual copyright owner may be included in the download and will supersede the policies listed in this document

FOR MORE WONDERFUL DESIGNS VISIT US AGAIN SOON AT

OREGONPATCHWORKS PREMIUM EMBROIDERY DESIGNS MALL

The OPW Mall - Where your dreams become a reality, one stitch at a time.

We hope to serve you again soon.

Feel free to contact us at any time.

[support@oregonpatchworks.com](mailto:support@oregonpatchworks.com)  
[www.oregonpatchworks.com](http://www.oregonpatchworks.com)

## **OTHER TERMS**

### **PRIVACY:**

Advertising strategies, marketing ideas, policies, pricing, and ANY sensitive OPW business must stay within the confines of the OPW-Designer relationship. Discussion with outside individuals regarding this information is forbidden. Any deliberate breach of this privacy policy could result in immediate dissolution of relationship without a 30 day advance notice. Designer's privacy will be maintained at all times. Inquiries from customers will be forwarded to Designer but Designer's contact information will not be given out without permission.

### **PRICING:**

Designer sets his own prices (with assistance if desired). Designer agrees to maintain prices of his products at OPW in accordance with prices in effect at other outlets and his home site to avoid unhealthy competition and to promote customer loyalty. It is OPW general policy to match promotional sale prices of Designer products whether in effect at Designer's home-site or other outlets. OPW agrees to not "undercut" advertised prices and agrees to adhere to the wishes of the Designer regarding general pricing.

### **DISTRIBUTION OF PRODUCTS:**

In the event that either party requests dissolution of this Agreement, OPW will disassemble the store and cease selling Designer's products within the 30 days of receipt of a request to dissolve the relationship, either emailed or mailed. Note: The 30 days period begins after OPW confirms receipt of the request. All monies due will be made available to the Designer on or before the 15<sup>th</sup> of the month following the 30-day notice. OPW reserves the right to withhold all fees due from final payment. If a balance is due OPW at time of dissolution, Designer agrees to pay in full the outstanding balance within the 30-day period. Designer agrees to allow continuing distribution of the free MOC exclusive designs and sampler designs only. All other links will be made inactive.

### **CONFLICT RESOLUTION:**

Any problems that arise will be handled on an individual basis. OPW'S goal is to provide a marketplace that benefits all parties. We invite your feedback and communication at all times.

### **AMENDMENTS:**

Any changes or additions to the policies outlined here will be made with consideration to the well-being of the Designer as an individual and the OPW Mall as a community. Any major changes of policy will be preceded by a 30-day written notice of intent to amend policy.

### **REFUND POLICY:**

The customer's portal provides instant download of products that are paid for. Replacement of lost or corrupted designs are replaced free of charge. In the event of corrupted files, Designer agrees to promptly replace the damaged files within 48 hours of notice. Shipped Goods lost or damaged in shipping will be replaced or refunded within compliance of USPS regulations by the sender. Refunds are only given in rare circumstances.

#### **CHARGEBACKS:**

In the event that a customer stops payment on a purchase, the sale will be deducted from Designer's sales. In the event a customer creates a chargeback through their bank on a purchase, the responsibility of any fees related to the chargeback will be shared by OPW and the Designer as charge backs create extra fees.

#### **SALES TAX:**

Oregon does not have sales tax so any products originating from Oregon (downloadable or physical goods) will not be charged sales tax at this time. We comply with all USA and International laws. If the laws change, regarding tax reporting, we will notify you of the changes and comply with any new laws.

#### **COMMUNICATION:**

OPW provides fast and courteous customer service to our mutual customers. Our normal turnaround time is 2-24 hours or less. In the event of technical issues which we cannot solve, we will contact the Designer to follow-up with customer care. We request a turnaround time of no more than 48 hours, if we need your assistance in helping the customer. In general, through this policy, OPW and Designer are agreeing to return phone calls or e-mails in a timely manner at all times during the contract period.

OPW Mall maintains an "open door policy" and encourages exchange of ideas and viewpoints between its members, to further develop and enhance the OPW Mall community and experience. You are welcome to become involved in activities that increase the success of your business as well as the general success of OPW.

### **PAYMENTS AND FEES**

Statements and payments for the previous month's activity are sent by the 15<sup>th</sup> of the following month. Fees are invoiced and deducted from the sales totals. All payments are made in USD.

- OPW's Sales Commission: 35%
- Designer's Per Trans Fee: 25 cents (ie: \$10 order/25 cent, \$100 order/25 cent)
- Designer's Monthly Maintenance: \$7.00

Designer's Monthly Sales Processing Fee (your choice):

- Through PayPal: If USA: \$1 only, If International: \$20 or less (determined by PP)
- Bank Transfer: \$50 fee

Optional Promotional Fees:

- Target Ads: \$50

- DOW Ads: \$35
- Occasional Group Promotion Set Up Fee: \$5 to \$10

**Avoidable Fees:**

- MOC Design Late Fee: \$1 per day (re: exclusive design submission on schedule)
- URL compliance Fee: \$5 per incidence (re: outside urls/emails in zip documents)

**Other Fees:**

- Yearly administrative fee (deducted annually February 15) \$15 – Those who join OPW October thru January will not be charged in following February.
- One-time setup fee: \$100 (can be paid in advance or deducted from sales).

**PAY PERIOD:** If you are international, your bank's conversion fees are your responsibility. Payment period is from the first day to the last day of each month and payment will be made on the 15<sup>th</sup> of the following month, using the method chosen by Designer (Paypal or wire transfer).

**Exceptions:**

1. In the event the 15<sup>th</sup> falls on a USA National Holiday or the weekend, payment may be issued the following business day after the 15th.
2. If amount is less than \$25, payment will be added to the following month's amount and sent during the next pay period.
3. If payment will be delayed by any other unforeseen circumstance, email notification of approximate delivery date will be sent before the 15th.

**ACCOUNTING:** Designer will receive an emailed notification in real time, each time a sale is made. A monthly statement listing all the month's sales and deductions will be sent on or before the 15th.

**TAXES:** There is no sales tax in Oregon, which is the originating state of sales activity of OregonPatchWorks Inc therefore sales tax is not collected. Designer is responsible for any and all income tax requirements of their state/country as an independent contractor on the income received from sales received through OPW. Revenue received on behalf of Designer by OPW is reported as commission sales for the purpose of tax calculations prepared by a licensed CPA. United States Federal Law requires us to gather information from each Designer, using one of these two forms: W9 (USA) : download here <https://www.irs.gov/pub/irs-pdf/fw9> or W-8ben (International) : download here <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

**INDEMNITY:**

Designer hereby agrees to indemnify and hold harmless OPW and its officers, directors, partners and controlling persons from and against any and all claims, liabilities or other expenses (including court costs, attorneys' fees and costs of settlement) incurred by any of them in connection with or arising out of any breach or alleged breach by Designer or



any of its representations, warranties or covenants in this Agreement; any claim or liability relating to the content, quality or performance of the product or any warranty, return, support, maintenance or other obligations related to the product; any other obligation or responsibility expressly allocated to Designer under this Agreement. OPW hereby agrees to indemnify and hold harmless Designer and its officers, directors, partners and controlling persons from and against any and all claims, liabilities or other expenses (including court costs, attorneys' fees and costs of settlement) incurred by any of them in connection with or arising out of any breach or alleged breach by OPW or any of its representations, warranties or covenants in this Agreement; and any other obligation or responsibility expressly allocated to OPW under this Agreement.

**ARBITRATION:**

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees, "Costs and Fees" means all reasonable pre-award expenses of the arbitration, including arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees.

**TRANSFER OF RIGHTS:**

All covenants and Agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

**SEVERABILITY:**

If any provision of this Agreement shall be held invalid or not enforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**APPLICABLE LAWS:**

This Agreement shall be governed by the laws of the State of Oregon and the United States of America.

**TELL US ABOUT YOURSELF**

1. Your company name:
2. Your full name:

3. What type of area do you live in? Large city? In the open country?
4. Married? How long? Husband/wife's name?
5. Children? Grandchildren? How many? First names? Approx. age?
6. Do you remember when you first became interested in embroidery?
7. How long have you digitized?
8. Is this business full or part-time?
9. What are your other interests/skills?
10. What kind of growth do you want to see for your business in the next 5 years?
11. What is your favorite technique?
12. What other techniques would you like to explore?
13. Do you have anyone you'd like to thank for being supportive or teaching you?
14. Please add anything else you'd like included in your profile.

## **BUSINESS INFORMATION**

- Your Company Name:
  - IP address to log into admin (to whitelist):
  - Your tax ID or Social Security Number:
  - Home Website url (if any):
  - Your full name:
  - Address:
  - City, State, Zip, Country
  - Phone+ time zone:
  - Email address:
  - Email address for sales confirmation emails:
  - Format(s) you digitize in:
  - Your machine brand:
  - Types of formats tested:
  - List formats you will sell:
1. DATE OF JOINING THE MALL:
  2. Do you have your designs at any other locations? \_\_\_\_\_ Where? \_\_\_\_\_
  3. Choose which method of payment you want:

- Funds sent through PayPal (delete if not needed). What is your paypal email?
- Funds sent via Wire transfer - Provide all info below if you are requesting wire, delete if not needed.
  - Name, Address, Telephone of Bank
  - Swift (routing) code of your branch
  - Swift (routing) code of intermediary bank (if you have a preference)
  - Branch information if different from a-b-c above
  - Name on your account
  - Your address
  - Your account number
  - Any special instructions pertaining to transfer.

## CONTACT INFORMATION

OregonPatchWorks, Inc. PO Box 333 Mapleton, Oregon 97453

President: Jackie Holderbein [Jackie@oregonpatchworks.com](mailto:Jackie@oregonpatchworks.com) 541-689-3043

Treasurer: Angela Emerson [Angela@oregonpatchworks.com](mailto:Angela@oregonpatchworks.com) 541-268-6833

Customer Service: Irene Forcum [Irene@oregonpatchworks.com](mailto:Irene@oregonpatchworks.com) 541-359-0879

This Agreement contains the entire policy Agreement between the parties involved. There are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties. In the event of changes in policy, OPW will email the Designer intent to change policy 30 days prior to the change.

## INSTRUCTIONS

1. Email a copy of this Agreement to [Jackie@oregonpatchworks.com](mailto:Jackie@oregonpatchworks.com), with the questionnaires filled in and contact information provided. Also send the w9 or w8ben independent tax form via email. The emailed policy Agreement must be received before business commences between the parties.
2. Mail a printed version of this Agreement, with each page initialed, questionnaires filled in and the document signed and dated within 30 days of acknowledging the Agreement via email. In the event this Agreement is for an already active Designer, this Agreement replaces any and all previous Agreements between the parties. We look forward to working with you for many years of continued and increased success.

## SIGNATURES

**OPW Officer:**

**Date of Signature:** 12/12/2020

**Title:** President Of OregonPatchWorks, Inc.

**Signature:** *Jackie Holderbein*

**Print Full Name:** Jackie Holderbein

**Email:** [Jackie@oregonpatchworks.com](mailto:Jackie@oregonpatchworks.com)

**Phone:** 541-689-3043

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**Designer:**

**Date of Signature:**

**Title:**

**Signature:**

**Print Full Name:**

**Email:**

**Phone:**