

Comics, Games, and Things LLC

Terms and Conditions for Partnership using Comics, Games, and Things

Last Updated: April 1st, 2022

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Comics, Games, and Things LLC

Terms and Conditions for Partnership using Comics, Games, and Things

Last Updated: April 1st, 2022

Changelog

July 8th, 2022

- Added Limited Liability Clause

Terms and Conditions for Partnership

Preamble

Important terms used throughout this document are designated as follows:

Platform: refers to all websites and services provided by Comics, Games, and Things LLC.

User: any person who has registered for an account on the Comics, Games, and Things Platform. This includes Partners and Non-Partner Users.

Visitor: any person who accesses the Comics, Games, and Things Platform without being registered for an account.

Buyer: any person who obtains free or paid Product through the Platform. This includes Users and Visitors.

Partner: all persons who have entered into this agreement with Comics, Games, and Things LLC with the intent to sell or distribute their product using the Comics, Games, and Things Platform.

Digital Partner: all persons who have entered into this agreement with Comics, Games, and Things LLC with the intent to sell or distribute digital files using the Comics, Games, and Things Platform.

Retail Partner: all persons who have entered into this agreement with Comics, Games, and Things LLC with the intent to sell physical goods using the Comics, Games, and Things Platform.

The term Partner will be used to refer to Digital Partners, Retail Partners, and Partners that operate both as Digital Partners and Retail Partners on the Platform. When reference is made to Digital Partners, it will apply to all Partners who sell or distribute digital files on the Platform, regardless of whether they also sell physical goods on the Platform. When reference is made to Retail Partners, it will apply to all Partners who sell physical goods on the Platform, regardless of whether they also sell or distribute digital files on the Platform.

Product: refers to digital files or physical goods sold or distributed by a Partner on the Platform.

Content: refers to digital files, text, and images on the Platform which are the intellectual property of the Partner who provided them to the Platform

These terms and conditions govern the rights and obligations of Comics, Games, and Things LLC, (hereinafter 'CG&T'), and the Comics, Games, and Things Platform ('the Platform') and any natural or legal person seeking to use the Platform to sell or distribute their Product. They also govern all interactions associated with the use of the Platform.

The parties agree that all internet sales and content hosting on the Platform are governed exclusively by these terms and conditions.

CG&T reserves the right to modify these terms and conditions at any time. CG&T will notify Partners of changes to these Terms and Conditions in writing or via email following changes, however such modifications shall be effective immediately upon posting of such changes on the Comics, Games, and Things website. You are therefore responsible for regularly reviewing the Terms and Conditions for Partnership (<https://www.comicsgamesandthings.com/terms-and-conditions-for-partnership/>).

Your continued use of the Platform shall be deemed your conclusive acceptance of the modified agreement, and the modified agreement shall apply to existing Content uploaded to the website at the time of the modification.

Conditions for internet sales will be those applicable on the date of the order by the Buyer.

These general conditions shall prevail over any other general or special conditions not specifically approved by CG&T.

Article 1 - Services Offered by CG&T

The Platform acts as an online marketplace for the sale and distribution of digital and physical Products by Partners.

The Platform provides a service to Partners which allows them to sell or provide their Products to users with prices determined by the Partner.

The Platform provides integration with other services, including Patreon and Kickstarter, to allow selective distribution and pricing of the Partner's Product based on User information regarding payments made to the Partner using a third party, such as Patreon and Kickstarter.

Whether the Partner's Products are available for purchase in the online store is determined at-will by the Partner.

Article 2 - Pricing and Product Sales

Prices on the Platform are displayed and charged in US Dollars (USD).

Partners choose the prices they want to sell their Product for, before tax. Partners have the ability to change their prices at any time they want.

Prices are first displayed to Users and Visitors without tax. The tax amount to be charged on purchases is displayed to Buyers once the billing address tied to the purchase is entered during checkout. The amount of tax due is calculated using the combined subtotals of all Products included in a specific purchase by the Buyer.

After the payment is completed, the pre-tax amount charged to the Buyer is divided proportionally among all Partners named on the order based on the Products in the order and the prices of each Product. The amount assigned to each Partner is their 'Partner subtotal.'

For each Partner, payment processing fees and marketplace fees are deducted from the Partner subtotal, and then the remaining amount will be added to the Partner's balance on the Platform.

The payment processing fees are 3% of the Partner subtotal and a flat fee of \$0.50. Payment processing fees are used to cover the fees charged by third party payment processing and tax calculation services. The marketplace fees charged by CG&T are 4% of the Partner subtotal and are used to cover costs associated with hosting files on the Platform.

Article 3 - Integration Charges and Distribution Fees

CG&T will charge the Partner for use of the Platform's integration with other services.

To utilize the Platform's Patreon integration feature, the Partner will pay CG&T \$0.10 USD for each monthly pledge imported to the CG&T system from Patreon which entitles a User with an account on the Platform to files hosted on the Platform. Annual pledges will be counted as a monthly pledge for each of the 12 months covered by the annual pledge. Manual pledges entered into the Platform by the Partner or by CG&T on behalf of the Partner will be counted as a monthly pledge and charged as such.

Each month, the amount due to CG&T based on the Patreon integration feature will be deducted from the Partner's balance on the Platform.

Article 4 - Payment of the Partner

No more than once every 5 business days, the Partner may contact CG&T in writing or via email to request a payment from their balance on the Platform through the payment method of their choice. CG&T will send the payment to the Partner within 5 business days. Dispatch of payment will be recorded by CG&T on the Platform to be reflected in the Partner's balance.

Article 5 - Payment of CG&T

At any time, the Partner may contact CG&T in writing or via email to initiate payment to CG&T to be applied toward their balance on the Platform. Receipt of payment will be recorded by CG&T on the Platform to be reflected in the Partner's balance.

CG&T may contact the Partner once every 30 days to request payment of the Partner's balance.

Article 6 - User Information and Privacy

User account information (emails) obtained by the Partner through the Platform will not be used by the Partner to contact Users except to address customer service questions and complaints initiated by the User. In the event that the Partner utilizes User account information for another purpose (for example, marketing emails), or provides any User information to a third party for any purpose, this agreement will be immediately terminated by CG&T and the Partner's online account will be deactivated. All Products for sale by the Partner on the Platform will be delisted for sale.

Article 7 - Tax Obligations

The Partner shall undertake to fulfill all tax and social security obligations related to the sale of their Products. CG&T is a marketplace and not the seller. CG&T will only remit sales tax for sales completed through the Platform and disclaims all liability for any fraud that may be made by creators outside the tax legislation applicable to traders. CG&T is authorized to disclose all necessary information to the tax authorities under request.

Article 8 - Intellectual Property

Pictures, drawings, designs, texts, names, logos, and any other Content appearing on the Platform are the property of their authors and as such are protected by intellectual property rights and exploitation rights which CG&T and/or Partners related to CG&T by a specific contract hold (see Distribution License Agreement).

Any Partner who provides the Platform with Content ensures that they are the author or owner of all intellectual property rights of the Content or hold a license to sell or distribute the content and it does not infringe the rights of intellectual property of others by transmitting it.

The Partner agrees to hold CG&T free from any claims of third parties.

Any Content whose intellectual property rights clearly do not belong to the Partner providing the Content will be refused by CG&T. CG&T will investigate claims of fraudulent or counterfeit Content or Product reported to shop@comicsgamesandthings.com.

If any Content or Product on the Platform is found to be fraudulent or counterfeit, CG&T reserves the right to remove that Content or Product from the Platform at any time. CG&T will inform in writing or via email the Partner who provided the Content or Product in question regarding its removal. CG&T may also remove all other Content or Product listings created and provided by the Partner to the Platform, and may deactivate the online account of that Partner.

If Content removal due to fraudulent or counterfeit Content results in a refund to a User who previously purchased the Content, the entire amount refunded will be deducted from the balance of the Partner who provided the Platform with the Content.

To file a page removal request due to intellectual property or copyright infringement, the rightful owner must send an official and legal letter requesting the removal of the content by post with acknowledgement of receipt to the address of CG&T headquarters: 535 Half Mile Road Suite 5B, Verona Wisconsin, 53593 United States of America

Article 9 - Distribution Licensing

When providing Content to the Platform, the Partner remains the owner of their Content and grants CG&T a license to use their Content for the completion of sales and distribution services on the Platform.

CG&T may also use some Content provided by the Partner to advertise the Products sold by the Partner on their behalf both on the Platform and in other locations. The Partner has the ability to opt out of these advertisements at any time by communicating this in writing or via email to CG&T. CG&T will cease use of the Partner's Content to advertise their Products within 5 business days of acknowledgement of receipt of the opt-out communication.

Digital Partners must also accept the Distribution License Agreement in order to sell or otherwise distribute digital files on the Platform.

This agreement allows CG&T to reproduce the digital files owned and uploaded by the Partner and manage on its behalf and for its account all aspects of its business relationship with a User wishing to obtain the right to use the digital files.

In the event that a Buyer purchases the digital files in the online store, the Partner will be paid by CG&T for the right to use its intellectual property and CG&T will be paid by the Partner in its capacity as agent under the terms defined in the Distribution License Agreement.

This license may be revoked at any time by the Partner by requesting the removal of their Product from the online store of the Platform. CG&T will remove the Product from the Platform within 30 days of acknowledgement of receipt of the Product removal request. This grace period allows Users to download Products that they have purchased or otherwise obtained the license to use but not yet downloaded from the Platform.

The Partner may revoke the ability for CG&T to sell the Product to Users before revoking the ability for CG&T to reproduce the Product for Users who have already purchased the Product by configuring the Product as 'Not Available for Purchase' in the Product's settings.

If Content removal at the request of the Partner results in a refund to a User who previously purchased the Content, the entire amount refunded will be deducted from the balance of the Partner who provided the Platform with the Content.

Article 10 - Copyright Licensing

When providing Content to the Platform, the Partner remains the owner of their Content and grants the User a license to use their Product for personal, non-commercial use unless otherwise specified.

The license obtained by the User through purchase of the Content or other means is a non-exclusive, non-transferable license. This license allows the User to use the Content for personal, non-commercial use. The User may not sell, share, or otherwise distribute the Content or works created using the Content without the written permission of the Partner. The Content may not be copied, reproduced, or displayed.

Content purchased or otherwise obtained through the Platform will remain in the User's account for the lifespan of the account and the duration of the license. The User may download Content at any time through the Platform. Excessive downloading which may impact the experience of other Users on the platform may result in rate throttling or other action by CG&T including deactivation of the User's account.

Any violation of these terms by the User will be considered a breach of the User Terms of Service and will result in the loss of any licenses granted to the User by the Partner and deactivation of the User's account.

The Partner may request the account deactivation of User by sending evidence of the User's violation of the User Terms and Conditions to nsh@comicsgamesandthings.com.

Digital Partners must accept the Copyright License Agreement in order to sell or otherwise distribute digital files on the Platform. This agreement is necessary in order to grant to a User the right to use digital files created by the Partner in a manner consistent with the User Terms of Service of the Platform.

Article 11 - Limited Liability

The Platform is not liable for any loss of income or damages to the Partner or their brands due to service outages, failure to deliver Products, or the way Content is displayed on the Platform.

Distribution License Agreement

This Agreement covers agency contract and license reproductions' rights of and use of digital files.

This Distribution License Agreement (hereinafter 'Agreement'), is made effective as of the signature date on this Agreement between the Partner, as identified below, and Comics, Games, and Things LLC (hereinafter 'CG&T'). This Agreement shall be governed by the laws of the US state of Wisconsin.

Partner Name:

This Agreement will commence on:

CG&T provides Users of ComicsGamesandThings.com (hereinafter the 'Platform') access to digital files created by independent parties known as Digital Partners.

In this Agreement, the party granting the right to use the licensed property is a Digital Partner, named above, who will be referred to as the "Partner." The party who is receiving the right to reproduce and sell the licensed property, CG&T, will be referred to as the "Distributor." Any third party end user who seeks to obtain the property for their personal use will be referred to as the "User."

Article 1 - Scope of the Agreement

The purpose of the Agreement is to determine the conditions under which the Partner allows the Distributor to make available its intellectual property to Users.

This Agreement will continue until either party provides written notice of termination to the other party with a 30 day notice.

By accepting this Agreement, the Partner grants the Distributor a non-exclusive, international, and non-transferable license to use or sell digital copies of the files designed by the Partner. The Partner retains title and ownership of the files. This license allows the Distributor to make available for purchase and download on its Platform digital files which the Partner uploads to the Platform.

Article 2 - Rights of the Partner

The Partner owns all proprietary rights in and to the copyrightable and/or copyrighted works and material described in this Agreement, including digital files. The copyrighted works will collectively be referred to as “Content.”

The Partner owns all rights in and to the Content and retains all rights to the Content, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

The Partner must specify the price at which it wants to sell to potential customers the right to use their digital files. They may at any time change the price of their digital files or change the availability of purchase of their files.

By making their digital files available on the Platform, the Partner guarantees the quality and printability of their digital files. The Distributor does not guarantee the printability of all digital files on the Platform.

The Partner may, at any time, delete or modify text or image Content on the Platform through their online account or by sending an email to nsh@comicsgamesandthings.com. Images and text belonging to the Partner will be removed or changed within 5 business days of acknowledged receipt of the request by the Distributor.

The Partner may, at any time, modify the digital files available for download on the Platform through their online account. Modification of digital files will grant any Users who previously purchased the files rights to use the new version of the files.

The Partner may request removal of digital files on the Platform by sending an email to nsh@comicsgamesandthings.com. The digital files will be removed from the Platform within 30 days of acknowledged receipt of the request by the Distributor.

The Partner may revoke the ability for the Distributor to sell the digital files to Users before revoking the ability for the Distributor to reproduce the digital files for Users who have already purchased the digital files by configuring the product listing for the digital files as ‘Not Available for Purchase’ in the product settings.

Article 3 - Responsibilities of the Partner

By entering into this Agreement the Partner warrants that they are the original creator of or the holder of the exclusive rights of all Content uploaded to the Platform. If this is not the case, the Partner may be subject to prosecution by the Distributor, the Users, and the original creator of the Content.

The Partner is forbidden to offer on the Platform Content depicting hate speech, sexual acts, or pedophilic matter, or that is in some other fashion contrary to the laws and regulations under which this Agreement is governed. Content must not infringe the rights of third parties, including intellectual property rights and the right to privacy.

The Partner ensures that their Content contains no computer programs designed to or that may damage a computer system or collect data and personal information of those that download the Content.

Article 4 - Rights of the Distributor

By accepting this Agreement, the Partner gives the Distributor mandate to manage on its behalf and for its account all aspects of the business relationship with potential customers.

The Distributor has the right to reproduce and modify the Content of the Partner for the purposes of sales, distribution, digital fulfillment, digital backups, and testing.

If the information provided to Users about a Partner's Content does not meet the quality expectations of the Platform, the Distributor reserves the right to modify or supplement the information about the Partner's Content (amendment of the description, changing the assigned categories, etc.).

The Distributor reserves the right to refuse or remove any Content from its Platform. The Distributor reserves the right to terminate this Agreement at any time. The Distributor reserves the right to deactivate a Partner's account.

The Distributor reserves the right to deduct damages from any funds due to the Partner at the time of termination if the termination was due to the Partner's infringement on the terms of this Agreement.

The Distributor is not the copyright holder of the Content provided by the Partner. In this way, the Partner acknowledges that by providing their content to the Platform that the Distributor is not responsible for misuse that might be made of the Content provided by the Partner.

Article 5 - Responsibilities of the Distributor

Unless the prior written approval of the Partner is obtained, the Distributor will not modify or change the Partner's Content in any manner except as outlined in this Agreement. The Distributor will not use the Partner's Content for any purpose that is unlawful or prohibited by the terms of this Agreement.

The Distributor will not distribute the Partner's Content to any third party except on the behalf of the Partner to the Users described in this Agreement. The Distributor shall not have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the Partner is obtained.

Article 6 - Defaults on Agreement

If either party fails to abide by the obligations of this Agreement, including the obligation to make a payment when due, the other party shall have the option to cancel this Agreement by providing 30 days written notice to the defaulting party. The defaulting party shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence.

Article 7 - Indemnification

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity will survive the termination of this Agreement.

Article 8 - Amendment

This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

Article 9 - Termination

This Agreement may be terminated by either party by providing 30 days written notice to the other party.

Upon termination or expiration of this Agreement, the Distributor shall cease sale of the Partner's Content immediately.

Termination or expiration of this Agreement shall not extinguish any of the Distributor's or the Partner's obligations under this Agreement including, but not limited to, the obligation to remit payments due at the time of the termination or expiration of the agreement.

Article 10 - Optional Transfer of Rights

The Partner may, during the 30 day period between written notice for termination and final termination of this Agreement, initiate a transfer of rights for all or part of the Partner's Content present on the Platform at the time of termination to the Distributor, allowing the Distributor to continue to facilitate sales of the Content to Users outside of this Agreement. The Partner must dictate in writing the conditions of this transfer of rights, and the Distributor must agree to those conditions before the termination of this Agreement.

Article 11 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable 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.

Article 12 - Disputes

The parties shall endeavor to settle amicably and in good faith any disputes that may arise between them on the interpretation, or partial performance or breach of this Agreement.

If the parties are unable to settle their dispute amicably, such dispute shall be submitted to a mediator in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by the offices of United States Arbitration & Mediation 500 N. Broadway, Suite 1800, St. Louis, MO 63102 (314) 231-4642.

For the meeting, the mediator sends a registered letter with acknowledgement of receipt letter to each party. The parties will share equally the costs of intervention by the ombudsman and commit to attend at least one meeting with the mediator, to explore with its regulatory competition the most suitable solution to resolve the dispute.

Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The parties will share the cost of mediation equally. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party's right to compel arbitration of any dispute.

Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement or breach of any duties hereunder will be settled by Arbitration in accordance with the Arbitration Rules of the U. S. Arbitration & Mediation ("USA&M") which may be found at www.usam.com. All hearings will be held in St. Louis, Missouri before an Arbitrator who is a licensed attorney with at least 15 years of experience. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings.

This Agreement contains the entire agreement of the parties and 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.

The following signatures make this Agreement effective as of the date first written above.

Partner Signature

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Distributor Signature

Owner of Comics, Games, and Things LLC

Copyright License Agreement

This Agreement covers the personal, non-commercial license of digital files distributed through the Comics, Games, and Things platform.

This Copyright License Agreement (hereinafter 'Agreement'), is made effective as of the purchase of the digital files by an individual through the Comics, Games, and Things Platform (hereinafter the 'Platform'). This agreement is between the individual completing the purchase (hereinafter the 'User') and the Partner as identified below. This Agreement shall be governed by the laws of the US state of Wisconsin and shall continue until the Partner provides written notice of termination to the other party with a 30 day written notice.

Partner Name:

In this Agreement, the party granting the right to use the licensed property is a Digital Partner of the Platform, named above, who will be referred to as the "Partner." The party who is receiving the right to download and use the licensed property, will be referred to as the "User."

Article 1 - Scope of the Agreement

The purpose of the Agreement is to determine the conditions under which the Partner allows the User to download and use their intellectual property.

By accepting this Agreement, the Partner grants the User a non-exclusive, non-transferable, non-commercial license for personal use of the files designed by the Partner. The Partner retains title and ownership of the files.

Article 2 - Rights of the Partner

The Partner owns all proprietary rights in and to the copyrightable and/or copyrighted works and material described in this Agreement, referred to collectively as 'Content.'

The Partner owns all rights in and to the Content and retains all rights to the Content, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

The Partner desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Content by the Licensee (the User) in accordance with the terms and conditions of this Agreement.

The Partner may, at any time, modify the Content available for download on the Platform through their online account. Modification of digital files will grant any Users who previously purchased the files rights to use the new version of the files in place of their rights to the old version of the files.

Article 3 - Responsibilities of the Partner

By entering into this Agreement the Partner warrants that they are the original creator of or the holder of the exclusive rights of all Content uploaded to the Platform. If this is not the case, the Partner may be subject to prosecution by the Distributor, the Users, and the original creator of the Content.

The Partner ensures that their Content contains no computer programs designed to or that may damage a computer system or collect data and personal information of those that download the Content.

Article 4 - Rights of the User

By accepting this Agreement, the Partner gives the User a non-exclusive license to use digital copies of the Content designed by the Partner for personal, non-commercial use.

Article 5 - Responsibilities of the User

Unless the prior written approval of the Partner is obtained, the User will not modify or change the Partner's Content in any manner except as outlined in this Agreement. The User will not use the Partner's Content for any purpose that is unlawful or prohibited by the terms of this Agreement.

The User will not distribute the Partner's Content to any third party. The User shall not have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the Partner is obtained.

Article 6 - Defaults on Agreement

If the User fails to abide by the obligations of this Agreement, including the obligation to make a payment when due, the other party shall have the option to cancel this Agreement by providing 30 days written notice to the User. The User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence.

Article 7 - Indemnification

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity will survive the termination of this Agreement.

Article 8 - Amendment

This Agreement may not be modified or amended for a particular digital purchase after the purchase of the Content by the User is completed. This Agreement will persist in its state at the time of the purchase.

Article 9 - Termination

This Agreement may be terminated by the Partner at any time or superseded by an updated license provided by the Partner.

Upon termination or expiration of this Agreement, the User's access to the Content through the Platform may be revoked.

Termination or expiration of this Agreement shall not extinguish any of the User's or the Partner's obligations under this Agreement including, but not limited to, the obligation to remit payments due at the time of the termination or expiration of the agreement.

Article 10 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable 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.

Article 11 - Disputes

The parties shall endeavor to settle amicably and in good faith any disputes that may arise between them on the interpretation, or partial performance or breach of this Agreement.

Any dispute arising between the parties shall be reported to Comics, Games, and Things LLC.

If the parties are unable to settle their dispute amicably, such dispute shall be submitted to a mediator in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by the offices of United States Arbitration & Mediation 500 N. Broadway, Suite 1800, St. Louis, MO 63102 (314) 231-4642.

For the meeting, the mediator sends a registered letter with acknowledgement of receipt letter to each party. The parties will share equally the costs of intervention by the ombudsman and commit to attend at least one meeting with the mediator, to explore with its regulatory competition the most suitable solution to resolve the dispute.

Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The parties will share the cost of mediation equally. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party's right to compel arbitration of any dispute.

Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement or breach of any duties hereunder will be settled by Arbitration in accordance with the Arbitration Rules of the U. S. Arbitration & Mediation ("USA&M") which may be found at www.usam.com. All hearings will be held in St. Louis, Missouri before an Arbitrator who is a licensed attorney with at least 15 years of experience. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings.

This Agreement contains the entire agreement of the parties and 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.

The User signs this Agreement when they complete the checkout process on ComicsGamesandThings.com or any other part of the Comics, Games, and Things Platform.

The following signature of the Partner makes this Agreement effective as of the date first written above.

Partner Signature

— —