

2024-01-26

THE BARBIE MARKET PLATFORM

VRCNB-TZEVG-QBWM8-B6PEY

COVER SHEET

Client	The Barbie Market
Client Contant	Jacqueline Babler
QOLOS Account manager	Chad VanCalster
Billing Contact:	Jacqueline Babler

Billing			
Effective Date	1/26/2024	Payment Due Date	10 days prior to kickoff date
Project Hours	150	Contract Amount	\$ 10,000
Contract Type	Time and Material	Payment Schedule	Retainer
Not to Exceed?	No	Retainer Amount	\$10,000

Scope of Work	
PROJECT SUMMARY	The Barbie market is a Buyer/Seller marketplace for all things Barbie.
Kickoff Date	1-2 Weeks after SOW is signed and retainer payment is received.
Completion Date	July 10, 2024

PLAN DETAILS & PRICING

Service	Monthly Rate	Annual Rate	One Time Fee
SETUP FEE The setup fee included in this estimate is to cover the initial onboarding, configuration, and preparation required to initiate the QOLOS service. It encompasses tasks such as account creation, customization to tailor the solution to your specific needs, data migration from your existing system, installation and deployment, and initial training and support. This one-time charge ensures a seamless and successful start to the project or service, setting the foundation for its effective implementation and delivery of value to your organization.			\$10,000
QOLOS PLATFORM QOLOS integrates business functions that save time and increase customer satisfaction and loyalty into your website. QOLOS works with your public website to either automate tasks or let customers complete business functions themselves, saving company resources, time, and money. It's a true "do-it-yourself" system that allows your business to scale.	\$55/mo	\$550/yr	

Setup Fee: \$10,000

Monthly : \$55/mo

Annual: \$ 550/yr

ANNUAL SAVINGS: \$50

**Volume rates apply. Please see qolos.com for pricing*

STATEMENT OF WORK

This STATEMENT OF WORK (this "SOW"), effective as of 1/26/2024 ("SOW Effective Date"), is made by and between **The Barbie Market**, with a place of business at 1520 Ashley Ct Green Bay, WI 54313 ("Customer") AND QOLOS Inc., a Wisconsin corporation with an address at 340 N. BROADWAY ST., STE 200, Green Bay, WI 54303 ("Contractor").

1. **Term.** The term of this SOW shall commence on the SOW Effective Date and shall continue until the earlier of: (a) one (1) year thereafter, or (b) the date of Acceptance by **The Barbie Market** of the Final Deliverable (the "SOW Term"). In the event this SOW survives termination of the Agreement, the terms of the Agreement shall continue to govern this SOW.
2. **Project Managers.**
 - 2.1. Contractor's Project Manager and single point of contact for this SOW shall be:
 - 2.1.1. **CONTACT: Chad VanCalster**
 - 2.1.2. PHONE: 920-770-3330
 - 2.1.3. EMAIL: chad@qolos.com
 - 2.2. Customer's Project Manager for this SOW.
 - 2.2.1. **CONTACT: Jacqueline Babler**
 - 2.2.2. EMAIL: bablerjackie@icloud.com
3. **Overview and Objectives**
 - 3.1. The Barbie Market is an ambitious initiative to create a dynamic Seller/Buyer marketplace exclusively dedicated to all things Barbie. As a specialized platform, it aims to bring together Barbie enthusiasts, collectors, and sellers into a vibrant community where they can engage in buying, selling, and trading Barbie dolls, accessories, and memorabilia. This project seeks to capitalize on the popularity and nostalgia associated with Barbie, offering a centralized hub that caters to the diverse interests of the Barbie community.
 - 3.1.1. Community Building: Foster a thriving community of Barbie enthusiasts by providing a dedicated space for buying, selling, and trading Barbie-related items.
 - 3.1.2. Marketplace Functionality: Develop an intuitive and user-friendly marketplace that allows sellers to showcase their Barbie products effectively and enables buyers to easily browse and purchase items of interest.
 - 3.1.3. Specialized Categories: Implement specialized categories to cater to the diverse range of Barbie products, ensuring that users can easily find and explore items specific to their interests.
 - 3.1.4. Secure Transactions: Implement robust security measures to ensure safe and secure transactions for both buyers and sellers, fostering trust within the Barbie Market community.
 - 3.1.5. Scalability: Design the platform with scalability in mind to accommodate the growth of users and products within the marketplace over time.
 - 3.1.6. Mobile Responsiveness: Ensure that the Barbie Market platform is accessible and user-friendly across various devices, including mobile phones and tablets.
 - 3.1.7. Feedback Mechanism: Establish a feedback system to gather user insights, ensuring continuous improvement of the platform based on user experiences and preferences.
 - 3.2. By accomplishing these objectives, the Barbie Market project aims to create a vibrant and thriving online marketplace that caters to the unique needs and passions of Barbie enthusiasts worldwide.
4. **Scope of Work**
 - 4.1. Sellers
 - 4.1.1. On line registration
 - 4.1.2. Set up bank account through Stripe Connect.
 - 4.1.2.1. A link will be sent to the seller to set up a new account
 - 4.1.2.2. Attach connect ID to seller account
 - 4.1.2.3. Account is ready to sell products
 - 4.1.3. Admins can shut down seller accounts

- 4.1.4. Sellers can setup products for purchase
 - 4.1.4.1. Product Title
 - 4.1.4.2. Short Description
 - 4.1.4.3. Long Description
 - 4.1.4.4. Pricing
 - 4.1.4.5. Images
- 4.1.5. Rate Buyers
- 4.2. Buyers
 - 4.2.1. On line registration
 - 4.2.2. View Products
 - 4.2.2.1. Buy Now Option
 - 4.2.2.2. Make an Offer Option
 - 4.2.2.2.1. Seller will get notified
 - 4.2.2.2.2. If Seller accepts, buyer will be notified.
 - 4.2.2.2.3. Essentially this creates a coupon/discount code that will discount the product at checkout
 - 4.2.2.2.4. Coupon code is automatically applied to the checkout for that product. Buyer won't have to enter it in.
 - 4.2.3. Online checkout of products
 - 4.2.3.1. Can only purchase 1 product at a time to simplify the buyer/seller connection and payment
 - 4.2.3.2. Future versions could be built to add a multi-product checkout system, which would then split a single order in to multiple orders per seller.
 - 4.2.4. Rate Sellers
 - 4.2.5. View Order History
- 4.3. Store
 - 4.3.1. Home Page
 - 4.3.2. Categories
 - 4.3.2.1. Product Listing
 - 4.3.3. Product Page
 - 4.3.3.1. Title
 - 4.3.3.2. Images
 - 4.3.3.3. Description
 - 4.3.3.4. Price
 - 4.3.3.5. About the seller (Name - Last Name Optional) Bio, Photo, Rating
- 4.4. Checkout
 - 4.4.1. Choose Products
 - 4.4.2. View Cart
 - 4.4.3. Checkout with Credit Card
 - 4.4.4. Buyers Pay processing fees (2.9% + \$.30 per transaction)
 - 4.4.5. Seller(s) get notified of sale, with shipping and contact information
 - 4.4.6. Seller(s) and buyers are responsible for communication (emails will be shared)
 - 4.4.7. Sellers/Buyers can rate each other and add comment
 - 4.4.8. Credit Card payments are split between host and seller. Split calculations are based on net sales, minus any transaction fees or discounts. The application fee is 10% of the net sale. The host receives the application fee while the seller receives the remainder of the net value.
 - 4.4.9. Split payments require Stripe Connect technology
- 4.5. Administration
 - 4.5.1. View/Edit Customers
 - 4.5.2. View Orders
 - 4.5.3. Edit/Add/Remove Products
- 4.6. Profile
 - 4.6.1. Edit Profile
 - 4.6.2. Change Password
 - 4.6.3. Change Profile Image
 - 4.6.4. Change Payment Methods

- 4.6.5. View Order History
- 4.6.6. View Products (Sellers Only)
- 4.7. Website Design
 - 4.7.1. A templated design is proposed for this project
 - 4.7.1.1. Templates are used to keep down design costs.
 - 4.7.1.2. While the project allows for customizations to the template, it's important to note that it is not intended to be a fully customized design.
 - 4.7.1.3. A customized design will require additional project funding.
 - 4.7.1.4. A customized design in itself would exceed the current budget for this entire project.
 - 4.7.2. A logo will be provide by Client
 - 4.7.2.1. Log design services will be an additional fee if required.
 - 4.7.3. Mobile-friendly responsive website design
 - 4.7.4. Basic SEO strategies will be used
 - 4.7.5. Pages
 - 4.7.5.1. Home
 - 4.7.5.2. Product Listing Page(PLP)
 - 4.7.5.3. Product Detail Page (PDP)
 - 4.7.5.4. How it Works
 - 4.7.5.5. Login
 - 4.7.5.6. Sign up
 - 4.7.5.7. Account Pages
 - 4.7.5.7.1. Profile
 - 4.7.5.7.1.1. Edit
 - 4.7.5.7.2. Order History
 - 4.7.5.7.2.1. Listing
 - 4.7.5.7.2.2. View Detail
 - 4.7.5.7.3. Payment Methods
 - 4.7.5.7.3.1. Listing
 - 4.7.5.7.3.2. Add/Edit/Remove
 - 4.7.5.7.4. Products
 - 4.7.5.7.4.1. Listing (current)
 - 4.7.5.7.4.2. Listing (archived/purchased)
 - 4.7.5.7.4.3. Product Detail (Add/Edit/Remove)
 - 4.7.5.7.5. Subscriptions
 - 4.7.5.7.5.1. Listing (if you wanted to charge a monthly fee to sellers, that would be listed here)
 - 4.7.5.7.5.2. Detail
 - 4.7.5.7.5.3. Cancel Subscription
 - 4.7.5.7.6. Logout
 - 4.7.5.8. Privacy Policy
 - 4.7.5.9. Terms of Service

5. Costs

- 5.1. Contract Amount: **\$10,000.**
- 5.2. **Details: See Exhibit A.**
- 5.3. Work outside of this scope is subject to additional fees

6. Payments

- 6.1. The Project Services shall be performed on a **TIME and MATERIALS** basis. In consideration for Contractor providing the Project Services, the fee for such Project Services shall not exceed \$95 per hour.
- 6.2. A retainer of \$10,000 is required for this project.

- 6.3. The monthly invoice will itemize the hours expended during the prior month, and payments should be made within 10 days from the end of each month for the project. Hourly rate:\$95. Late fees will be applied at a rate of 1.75%.
- 6.4. The project balance is payable upon project completion and will be calculated by subtracting the total remaining hours used from the retainer amount.
- 6.5. Upon project completion, unused retainer funds will be reissued to Customer. Customer may choose to roll any unused funds over to a maintenance agreement at their sole discretion.

7. **Project Cancellation:**

- 7.1. Either party may cancel this project by providing written notice to the other party.
 - 7.1.1. If the Customer chooses to cancel the project, any retainer fees and expenses incurred up to the date of cancellation, including but not limited to any third-party service charges or materials purchased on the Client's behalf, will be billed to the Customer.
 - 7.1.2. If the Contractor chooses to cancel the project, they will provide a pro-rata refund of any fees paid in advance by the Customer for services not yet rendered.

8. **Timeline**

- 8.1. Estimated Timeline: The estimated time for completing this project is approximately 12 Weeks from the project commencement date. Below you will find a schedule with a bit of buffer added.
 - 8.1.1. Project Kickoff: 1-2 Weeks after **SOW is Signed and Retainer Payment is Received**
 - 8.1.2. Requirements Gathering and Design Phase: Weeks 1-2
 - 8.1.3. Development and Testing Phase: Weeks 3-13
 - 8.1.4. Training and Documentation: Weeks 13-16
 - 8.1.5. Launch: Week 16

QOLOS TERMS OF SERVICE

By signing up for a QOLOS Account (as defined in Section 1) or by using any QOLOS Services (as defined below), you are agreeing to be bound by the following terms and conditions (the “Terms of Service”).

As used in these Terms of Service, “we”, “us” and “QOLOS” means the applicable QOLOS Contracting Party (as defined in Section 4 below).

The services offered by QOLOS under the Terms of Service include various products and services to help you sell goods and services to buyers, whether online (“Online Services”), in person (“POS Services”), or both. Any such services offered by QOLOS are referred to in these Terms of Services as the “Services”. Any new features or tools which are added to the current Services shall be also subject to the Terms of Service. You can review the current version of the Terms of Service at any time at <https://www.qolos.com/terms>. QOLOS reserves the right to update and change the Terms of Service by posting updates and changes to the QOLOS website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you. and if you do not accept such amendments, you must cease using the Services.

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in these Terms of Service, including QOLOS' [Privacy Policy](#), before you may sign up for a QOLOS Account or use any QOLOS Service.

Everyday language summaries are provided for convenience only and appear in bold under each section, but these summaries are not legally binding. Please read the Terms of Service, including any document referred to in these Terms of Service, for the complete picture of your legal requirements. By using QOLOS or any QOLOS services, you are agreeing to these terms. Be sure to occasionally check back for updates.

1. ACCOUNT TERMS

1. To access and use the Services, you must register for a QOLOS account (“Account”) by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. QOLOS may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.
2. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.

3. You confirm that you are receiving any Services provided by QOLOS for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. You acknowledge that QOLOS will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you.
5. You are responsible for keeping your password secure. QOLOS cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
6. You are responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Account ("Materials").
7. A breach or violation of any term in the Terms of Service, as determined in the sole discretion of QOLOS may result in an immediate termination of your Services.

WHAT IT MEANS:

You are responsible for your Account and any Materials you upload to the QOLOS Service. Remember that if you violate these terms we may cancel your service.

If we need to reach you, we will send you an email.

2. ACCOUNT ACTIVATION

2.1 Account Owner

1. Subject to section 2.1(2), the person signing up for the Service by opening an Account will be the contracting party ("Account Owner") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the Account Owner in connection with the Service.
2. If you are signing up for the Services on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms of Service.
3. Your QOLOS Account can only be associated with one Account Owner. An Account Owner may have multiple QOLOS Account. "Account" means the online store or physical retail location(s) associated with the Account.

2.2 Staff Accounts

1. Based on your QOLOS pricing plan, you can create one or more staff accounts ("Staff Accounts") allowing other people to access the Account.
2. The Account Owner is responsible and liable for the acts, omissions and defaults arising from use of Staff Accounts in the performance of obligations under these Terms of Service as if they were the Account Owner's own acts, omissions or defaults.

3. The Account Owner and the users under Staff Accounts are each referred to as a "QOLOS User".

WHAT IT MEANS:

Only one person can be the "Account Owner", usually the person signing up for the QOLOS Service. The Account Owner is responsible for the Account, is bound by these Terms of Service and is responsible for the actions of others accessing the Account. If you sign up on behalf of your employer, your employer is the Account Owner responsible for your Account.

3. GENERAL CONDITIONS

You must read, agree with and accept all of the terms and conditions contained in these Terms of Service, including the [Privacy Policy](#) before you may become a QOLOS User.

1. Technical support in respect of the Services is only provided to QOLOS Users.
2. The Terms of Service shall be governed by and interpreted in accordance with the laws of the Wisconsin and the laws of the U.S. applicable therein, without regard to principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.
3. You acknowledge and agree that QOLOS may amend these Terms of Service at any time by posting the relevant amended and restated Terms of Service on QOLOS' website, available at <https://www.qolos.com/terms> and such amendments to the Terms of Service are effective as of the date of posting. Your continued use of the Services after the amended Terms of Service are posted to QOLOS' website constitutes your agreement to, and acceptance of, the amended Terms of Service. If you do not agree to any changes to the Terms of Service, do not continue to use the Service.
4. You may not use the QOLOS Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of Wisconsin and the U.S. You will comply with all applicable laws, rules and regulations in your use of the Service and your performance of obligations under the Terms of Service.
5. The QOLOS API License and Terms of Use at <https://www.qolos.com/api-terms> govern your access to and use of the QOLOS API (as defined therein). You are solely responsible for the activity that occurs using your API Credentials (as defined in the API Terms) and for keeping your API Credentials secure.
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by QOLOS.
7. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use QOLOS or QOLOS trademarks and/or variations and misspellings thereof.

8. Questions about the Terms of Service should be sent to [QOLOS Support](#).
9. You understand that your Materials (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
10. The Services allow you to send certain communications to your customers by short message service (SMS) messaging (for example, sending order confirmation notifications via SMS) (the "SMS Services"). You will only use the SMS Services in compliance with these Terms of Service, SendGrid's Acceptable Use Policy, and the laws of the jurisdiction from which you send messages, and in which your messages are received.
11. You acknowledge and agree that your use of the Services, including information transmitted to or stored by QOLOS, is governed by its privacy policy at <https://www.qolos.com/privacy>.
12. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and QOLOS' Terms of Service available in another language, the most current English version of the Terms of Service at <https://www.qolos.com/terms> will prevail.
13. All the terms and provisions of the Terms of Service shall be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. QOLOS shall be permitted to assign these Terms of Service without notice to you or consent from you. You shall have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without QOLOS' prior written consent, to be given or withheld in QOLOS' sole discretion.
14. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.

WHAT IT MEANS:

The QOLOS service belongs to us. You are not allowed to rip it off or use it for any illegal or sketchy purpose. If you or your employees or contractors use QOLOS' APIs, you will comply with our API terms.

Your Materials may be transferred unencrypted and may be altered, but credit card information is always encrypted.

4. QOLOS CONTRACTING PARTY

1. If the billing address of your Account is located in the United States or Canada, this Section 4 applies to you:
 1. "QOLOS Contracting Party" means QOLOS Inc., a United States corporation, with offices located at 340 N. Broadway Suite 200 Green Bay, WI 54303.
 2. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Wisconsin with respect to any dispute or claim arising out of or in connection with the Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.

WHAT IT MEANS:

If a dispute arises you may bring an action in Wisconsin, USA, county of Brown.

5. QOLOS RIGHTS

1. We reserve the right to modify or terminate the Services for any reason, without notice at any time. Not all Services and features are available in every jurisdiction and we are under no obligation to make any Services or features available in any jurisdiction.
2. We reserve the right to refuse service to anyone for any reason at any time.
3. We may, but have no obligation to, remove Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered via a Account, or the Materials uploaded or posted to a Account, violate these Terms of Service.
4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any QOLOS customer, QOLOS employee, member, or officer will result in immediate Account termination.
5. QOLOS does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from the Service, including your Account.
6. We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that QOLOS employees and contractors may also be QOLOS customers/merchants and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.
7. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, your status as an employee of an entity, etc.
8. QOLOS retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful Account Owner. If we are unable to reasonably determine the rightful Account Owner,

without prejudice to our other rights and remedies, QOLOS reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

9.

WHAT IT MEANS:

We can modify, cancel or refuse the service at anytime.

In the event of an ownership dispute over a QOLOS account, we can freeze the account or transfer it to the rightful owner, as determined by us.

6. CONFIDENTIALITY

1. "Confidential Information" shall include, but shall not be limited to, any and all information associated with a party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. QOLOS' Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public including information related to our security program and practices.
2. Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this Section 6. Each party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each shall treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party shall give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information shall not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

3.

WHAT IT MEANS:

Both you and QOLOS agree to use the Confidential Information of the other only to perform the obligations in these Terms of Service. Confidential Information must be protected and respected.

7. LIMITATION OF LIABILITY

1. You expressly understand and agree that, to the extent permitted by applicable laws, QOLOS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the Service.
2. To the extent permitted by applicable laws, in no event shall QOLOS or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our Services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, QOLOS partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference (including the AUP), or your violation of any law or the rights of a third party.
3. Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
4. QOLOS does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
5. QOLOS does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
6. QOLOS does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

7.

WHAT IT MEANS:

We are not responsible if you break the law, breach this agreement or go against the rights of a third party, especially if you get sued.

Service is "as is" so it may have errors or interruptions and we provide no warranties and our liability is limited.

8. WAIVER AND COMPLETE AGREEMENT

The failure of QOLOS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service, including the documents it incorporates by reference, constitute the

entire agreement between you and QOLOS and govern your use of the Services and your Account, superseding any prior agreements between you and QOLOS (including, but not limited to, any prior versions of the Terms of Service).

WHICH MEANS

If QOLOS chooses not to enforce any of these provisions at any time, it does not mean that we give up that right later. These Terms of Service make up the agreement that applies to you. This means that any previous agreements between you and QOLOS don't apply if they conflict with these terms.

9. INTELLECTUAL PROPERTY AND CUSTOMER CONTENT

1. We do not claim any intellectual property rights over the Materials you provide to the QOLOS Service. All Materials you upload remains yours. You can remove your QOLOS Account at any time by deleting your Account.
2. By uploading Materials, you agree: (a) to allow other internet users to view the Materials you post publicly to your Account; (b) to allow QOLOS to store, and in the case of Materials you post publicly, display and use your Materials; and (c) that QOLOS can, at any time, review and delete all the Materials submitted to its Service, although QOLOS is not obligated to do so.
3. You retain ownership over all Materials that you upload to the Account; however, by making your Account public, you agree to allow others to view Materials that you post publicly to your Account. You are responsible for compliance of the Materials with any applicable laws or regulations.
4. QOLOS shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your Account to promote the Service.

WHAT IT MEANS:

Anything you upload remains yours and is your responsibility.

10. PAYMENT OF FEES

1. You will pay the Fees applicable to your subscription to Online Service ("Subscription Fees") and any other applicable fees, including but not limited to applicable fees relating to the value of sales made through your Account when using all payment providers other than QOLOS Payments ("Transaction Fees"), and any fees relating to your purchase or use of any products or services. Together, the Subscription Fees, Transaction Fees and the Additional Fees are referred to as the "Fees".
2. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. QOLOS will charge applicable Fees to any valid payment method that you authorize ("Authorized Payment Method"), and QOLOS will continue to charge the Authorized Payment Method for applicable Fees until the Services are

terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments shall be in U.S. currency.

3. Subscription Fees are paid in advance and will be billed in 30 day intervals (each such date, a "Billing Date"). Transaction Fees and Additional Fees will be charged from time to time at QOLOS' discretion. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Account Owner via the email provided. As well, an invoice will appear on the Account page of your Account's administration console. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.
4. If we are not able to process payment of Fees using an Authorized Payment Method, we will make a second attempt to process payment using any Authorized Payment Method 3 days later. If the second attempt is not successful, we will make a final attempt 3 days following the second attempt. If our final attempt is not successful, we may suspend and revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to access your Account or your storefront during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, QOLOS reserves the right to terminate your Account.
5. All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services (including Goods and Sales Tax under the Goods and Services Tax Act, Chapter 117A of Singapore), harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes").
6. You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of QOLOS' products and services. To the extent that QOLOS charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to QOLOS of your exemption. If you are not charged Taxes by QOLOS, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.
7. For the avoidance of doubt, all sums payable by you to QOLOS under these Terms of Service shall be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by QOLOS to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law shall be borne by you and paid separately to the relevant taxation authority. QOLOS shall be entitled to charge the full amount of Fees stipulated under these Terms of Service to your Authorized Payment Method ignoring any such deduction or withholding that may be required.

8. You must maintain an accurate location in the administration menu of your QOLOS Account. If you change jurisdictions you must promptly update your location in the administration menu.
9. QOLOS does not provide refunds.

WHAT IT MEANS:

A valid payment method (like a credit card) is required for all accounts. You will be billed for your Subscription Fees every 30 days. Any Transaction Fees or Additional Fees will be charged to your payment method. If we are not able to process payment of Fees using your payment method, we will try again in 3 days. If we are unable to process payment of Fees on the second attempt, we will make a third and final attempt three days later. If payment of Fees is unsuccessful after three attempts, QOLOS may freeze your account. You may be required to remit Taxes to QOLOS or to self-remit to your local taxing authority. No refunds.

11. CANCELLATION AND TERMINATION

1. You may cancel your Account and terminate the Terms of Service at any time by contacting [QOLOS Support](#) and then following the specific instructions indicated to you in QOLOS' response.
2. Upon termination of the Services by either party for any reason:
 1. QOLOS will cease providing you with the Services and you will no longer be able to access your Account;
 2. Unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 3. Any outstanding balance owed to QOLOS for your use of the Services through the effective date of such termination will immediately become due and payable in full; and
 4. Your Account website will be taken offline.
3. If you purchased a domain name through QOLOS, upon cancellation your domain will no longer be automatically renewed. Following termination, it will be your sole responsibility to arrange the transfer of your domain to your domain provider.
4. If at the date of termination of the Service, there are any outstanding Fees owing by you, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.
5. We reserve the right to modify or terminate the QOLOS Service, the Terms of Service and/or your Account for any reason, without notice at any time. Termination of the Terms of Service shall be without prejudice to any rights or obligations which arose prior to the date of termination.
6. Fraud: Without limiting any other remedies, QOLOS may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services.

WHAT IT MEANS:

To initiate a termination contact [Support](#). QOLOS will respond with specific information regarding the termination process for your account. Once termination is confirmed, domains purchased through QOLOS will no longer be automatically renewed. If you cancel in the middle of your billing cycle, you'll have one last email invoice.

We may change or terminate your account at any time. Any fraud and we will suspend or terminate your account.

12. MODIFICATIONS TO THE SERVICE AND PRICES

1. Prices for using the Services are subject to change upon 30 days' notice from QOLOS. Such notice may be provided at any time by posting the changes to the QOLOS Site (qolos.com) or the administration menu of your QOLOS Account via an announcement.
2. QOLOS reserves the right at any time, and from time to time, to modify or discontinue, the Services (or any part thereof) with or without notice.
3. QOLOS shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

WHAT IT MEANS:

We may change or discontinue the service at anytime, without liability.

13. BETA SERVICES

From time to time, QOLOS may, in its sole discretion, invite you to use, on a trial basis, pre-release or beta features that are in development and not yet available to all merchants ("Beta Services"). Beta Services may be subject to additional terms and conditions, which QOLOS will provide to you prior to your use of the Beta Services. Such Beta Services and all associated conversations and materials relating thereto will be considered QOLOS Confidential Information and subject to the confidentiality provisions in this agreement. Without limiting the generality of the foregoing, you agree that you will not make any public statements or otherwise disclose your participation in the Beta Services without QOLOS' prior written consent. QOLOS makes no representations or warranties that the Beta Services will function. QOLOS may discontinue the Beta Services at any time in its sole discretion. QOLOS will have no liability for any harm or damage arising out of or in connection with a Beta Service. The Beta Services may not work in the same way as a final version. QOLOS may change or not release a final or commercial version of a Beta Service in our sole discretion.

14. FEEDBACK AND REVIEWS

QOLOS welcomes any ideas and/or suggestions regarding improvements or additions to the Services. Under no circumstances shall any disclosure of any idea, suggestion or related material or any review of the Services, Third Party Services or any Third Party Provider (collectively, "Feedback") to QOLOS be subject to any obligation of confidentiality or expectation of compensation. By submitting Feedback to QOLOS (whether submitted directly to QOLOS or posted on any QOLOS hosted forum or page), you waive any and all rights in the Feedback and that QOLOS is free to implement and use the Feedback if desired, as provided by you or as modified by QOLOS, without obtaining permission or license from you or from any third party. Any reviews of a Third Party Service or Third Party Provider that you submit to QOLOS must be accurate to the best of your knowledge, and must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable. QOLOS reserves the right (but not the obligation) to remove or edit Feedback of Third Party Services or Third Party Providers, but does not regularly inspect posted Feedback.

15. DMCA NOTICE AND TAKEDOWN PROCEDURE

QOLOS supports the protection of intellectual property and asks QOLOS merchants to do the same. It's our policy to respond to all notices of alleged copyright infringement. If someone believes that one of our merchants is infringing their intellectual property rights, they can send a DMCA Notice to QOLOS' designated agent using our form. Upon receiving a DMCA Notice, we may remove or disable access to the Materials claimed to be a copyright infringement. Once provided with a notice of takedown, the merchant can reply with a counter notification using our form if they object to the complaint. The original complainant has 14 business days after we receive a counter notification to seek a court order restraining the merchant from engaging in the infringing activity, otherwise we restore the material.

WHAT IT MEANS:

QOLOS respects intellectual property rights and you should too. If we receive a DMCA Notice, we may disable access or remove the allegedly infringing content from your website. If you don't think the claim is valid, you can proceed with a counter notification.

If you believe one of our merchants is infringing your intellectual property rights, you can send QOLOS a DMCA Notice. We will expeditiously disable access or remove the content and notify the merchant. Be advised that we post all notices we receive.

16. RIGHTS OF THIRD PARTIES

Save for QOLOS and its affiliates, QOLOS Users or anyone accessing QOLOS Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service shall have any right to enforce any term of these Terms of Service, regardless of whether such person or

entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms.

WHAT IT MEANS:

Only QOLOS, QOLOS' Users and persons accessing QOLOS Services have any rights under these Terms of Service.

17. PRIVACY & DATA PROTECTION

QOLOS is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree that QOLOS' collection, usage and disclosure of this personal information is governed by our [Privacy Policy](#).

WHAT IT MEANS:

QOLOS' use and collection of personal information is governed by our Privacy Policy.

18. CUSTOMIZATIONS

QOLOS is a flexible SaaS service that can be customized to the individual needs of a business. Any customizations are outside the purview of QOLOS. The security, support, liability, uptime, and any other issues related to custom code are outside the terms laid out in this terms of service agreement. A maintenance agreement may supersede the terms of service should QOLOS be hired to maintain any customized features on your behalf.

WHAT IT MEANS:

Any customizations to your QOLOS instance are your responsibility. QOLOS cannot be held liable and be expected to support any customizations to the platform. If you have a maintenance agreement with QOLOS, the terms from that agreement override this section.

SIGNATURE PAGE

COMPANY: THE BARBIE MARKET

AGREEMENT #: VRCNB-TZEVG-QBWM8-B6PEY

INVESTMENT: \$55/Month or 550/Year
\$10,000 One Time Fee

AGREEMENT TERMS

Hosting Contract Length: Month-to-Month

Hosting Cancellation: 30 day notice required

The Barbie Market

QOLOS, Inc.

Jacqueline Babler

Chad VanCalster

Print Name:

Jacqueline Babler

Chad VanCalster

Signature Certificate

Reference number: VRCNB-TZEVG-QBWM8-B6PEY

Signer

Timestamp

Signature

Chad VanCalster

Email: chad@qolos.com

Sent:

26 Jan 2024 19:46:29 UTC

Viewed:

26 Jan 2024 20:27:02 UTC

Signed:

26 Jan 2024 21:47:49 UTC

Chad VanCalster

Recipient Verification:

✓ Email verified

26 Jan 2024 21:47:25 UTC

IP address: 24.208.90.100

Location: Green Bay, United States

Jacqueline Babler

Email: bablerjackie@icloud.com

Sent:

26 Jan 2024 19:46:29 UTC

Viewed:

26 Jan 2024 20:58:21 UTC

Signed:

26 Jan 2024 21:50:28 UTC

Jacqueline Babler

Recipient Verification:

✓ Email verified

26 Jan 2024 21:49:59 UTC

IP address: 104.28.103.21

Location: Chicago, United States

Document completed by all parties on:

26 Jan 2024 21:50:28 UTC

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