

HOMEMADETOOLS.NET SELLER AGREEMENT

This HomemadeTools.Net Seller Agreement (“Agreement”) is entered into between Buildthreads, Inc. (“Buildthreads”) and you (either as an individual or on behalf of the legal entity you represent) (“you” or “Seller”) regarding the access and use of the Buildthreads Homemadetools.net site (the “Site”) and platform to sell your tool plans (the “Plans”). By using or accessing the Site or Platform, Seller agrees to be bound by this Agreement.

1. HOMEMADETOOLS.NET

1.1 Site and Platform. Buildthreads operates the HomemadeTools.net website, a site that aggregates and curates homemade tools and designs. In addition, Buildthreads has developed a platform on the Site (the “Platform”) whereby Plan creators can sell their original tool designs to the public.

1.2 Terms. By registering to be a Seller on the Site, and using the Platform, you agree to be bound by all terms and conditions of this Agreement, in addition to the following:

Site Terms of Service -- http://www.homemadetools.net/terms_of_service

Privacy Policy -- http://www.homemadetools.net/privacy_policy

Copyright Policy -- http://www.homemadetools.net/copyright_policy

Acceptable Use Policy -- http://www.homemadetools.net/acceptable_use_policy

These policies are collectively referred to as the “Site Policies” and are all incorporated by reference into this Agreement.

1.3 Modifications. Buildthreads reserves the right to change any of the terms and conditions contained in this Agreement or any Site Policies at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. You are responsible for reviewing any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of the Platform and the Site will constitute your acceptance of such changes. If you do not agree with any changes, discontinue using the Platform and the Site.

2. SELLER

2.1 Registration. Use of the Platform and Site is limited to parties that lawfully can enter into and form contracts under applicable law. To register, you must provide your real name, address, phone number, e-mail address, and valid PayPal account information. You represent and warrant that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered; (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations hereunder; and (c) any information provided or made available by you to Buildthreads is at all times accurate and complete. You must provide us true and accurate information when registering and must maintain and update that information as applicable. Buildthreads may at any time require you to provide any financial, business or personal information we request to verify your identity. Seller will not impersonate any person or use a name he or she is not legally authorized to use.

2.2 Submission of Plans. To be able to sell Plans on the Platform and Site, Seller must first submit the Plans to Buildthreads for approval solely as to form to make sure the Plans meet Buildthreads guidelines as to formatting and appearance, and contain Buildthreads approved notice and disclaimer, and any other similar item required by Buildthreads. Buildthreads reserves the right to reject any Plans for any reason.

2.3 Sole Responsibility/Ownership. Seller understands that Seller is solely responsible for the Plans and other content posted by Seller on the Site. Seller represents and warrants that it owns or otherwise controls all of the rights to the Plans and other content submitted through the Platform and Site, and that the Plans and content do not and will not infringe upon or violate the rights of any third party. Seller further agrees that it shall make no representations or warranties on the Site with regard to the functionality or suitability of the Plans or the tools, or any other representation or warranty, without the prior written consent of Buildthreads. All Plans must be clearly offered on an “as is” basis. All Seller descriptions with regard to the Plans must meet Buildthreads’ guidelines as set forth in this Agreement, the Site Policies or other Buildthreads guidelines.

2.4 License. By entering into this Agreement and using the Platform and Site, Seller grants Buildthreads a royalty-free, right and license to use, reproduce, perform, display, distribute, adapt, modify, edit, re-format, create derivative works of, the Plans or other content Seller submits or displays on the Site for the purposes of sales and marketing. Seller may terminate this right upon written notice to Buildthreads.

2.5 Password Security. Your password may be used only to access the Platform and Site, electronically approve and review your transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and are solely responsible for any use of or action taken under your password on this Site. If your password is compromised, you must change your password.

2.6 Compliance with Laws. The Platform and Site may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations.

2.7 Re-Posting of Your Plans. By posting your Plans on the Site, it is possible for a third party to re-post your Plans on another website. You agree to hold harmless Buildthreads for any dispute concerning the use of your Plans or other content. If you post on another website the image of the Plans product offered for sale on the Site, you agree that you will not sell the Plans for less on that website.

3. BUILDTHREADS ROLE

3.1 Contract between Seller and Buyer. Buildthreads provides the Platform for third-party sellers and buyers to negotiate and complete transactions. Buildthreads is not involved in the actual transaction between sellers and buyers, except as set forth below. As a seller, you may list your original Plans on the Platform. Without limitation, you may not list any item or link or post any related material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, or fraudulent. It is up to you to accurately describe the item for sale. As a seller, you use the Site and the Platform at your own risk.

3.2 Transaction Processing.

3.2.1 By using the Platform and Site to sell your Plans, you authorize Buildthreads to act as your agent for purposes of processing payments, refunds and adjustments for your transactions, receiving and holding sales proceeds on your behalf, remitting sale proceeds to your PayPal account (collectively, the "Transaction Processing Service"). The Transaction Processing Service helps facilitate your transactions and Buildthreads is not the purchaser of the Seller's Plans. Seller will resolve any dispute directly with a buyer. Seller authorizes Buildthreads to verify his or her information (including any updated information), to obtain credit reports about Seller in order to approve Seller for use of the Transaction Processing Service.

3.2.2 Buildthreads may refuse service to anyone for any reason. Seller will bear the risk of fraud or loss occurring in connection with your transactions. Buildthreads reserves the right to seek

reimbursement from Seller if Buildthreads, in its sole discretion, decides to reimburse or provide a refund to the buyer for any problems with the transaction. You authorize Buildthreads to use any or all appropriate methods to seek reimbursement.

4. SELLER TAXES.

Seller agrees that it is the Seller's responsibility to determine whether Seller taxes apply to the transactions and to collect, report, and remit the correct taxes to the appropriate tax authority, and that Buildthreads is not obligated to determine whether taxes apply and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any transaction.

5. FEES AND BILLING

5.1 Transaction Fees. For all Plans or other items sold through the Site and the Platform, Buildthreads charges a fee equal to thirty percent (30%) of the sale price. Seller of an item is responsible for paying this fee. This fee will be automatically deducted from the earnings you receive from a sale. Fees may change upon thirty (30) days written notice. The fee in effect on the date of sale of the item shall govern the transaction. By listing Plans for sale on the Site, you agree to pay the applicable fees and any collection costs related to non-payment of fees.

5.2 Payments. After a completed sale occurs, Buildthreads credits the net proceeds from the sale to your account. Keep in mind that refunds to buyers, selling fees, and other transactions are debited against amounts credited to your account from sales. The funds in your account will be automatically transferred to your designated PayPal account. If Buildthreads reasonably concludes based on information available to us that Seller's actions and/or performance in connection with the Site may result in buyer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you in connection with this Agreement.

6. INDEMNIFICATION/LIMITATION OF LIABILITY

6.1 Indemnification. Seller will defend, indemnify and hold harmless Buildthreads and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim (defined below) that arises out of or relates to: (i) any actual or alleged breach of Seller's representations, warranties, or obligations set forth in this Agreement; or (ii) the Plans or other products Seller sells, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by the Plans or any other products you sell or content you provide, or Seller taxes or the collection, payment or failure to collect or pay Seller taxes. "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

6.2 Limitation of Liability. BUILDTHREADS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SITE, THE TRANSACTION PROCESSING SERVICE, THE INABILITY TO USE THE PLATFORM, SITE OR THE TRANSACTION PROCESSING SERVICE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE PLATFORM OR THE SITE. BUILDTHREADS' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED \$100.

7. RESERVATION OF RIGHTS

Buildthreads retains the right to determine the content, appearance, design, functionality and all other

aspects of the Site and the Platform and any Seller listing on the Site, and to delay or suspend listing of, or to refuse to list, or to de-list, or to require Seller not to list, any or all Plans or other products in Buildthreads' sole discretion.

8. DISCLAIMER OF WARRANTIES

The Site, the Platform and the Payment Processing Services are provided on an "as is" basis, without warranty of any kind, express or implied. Buildthreads expressly disclaims (and otherwise makes no guarantees regarding), without limitation, (a) any implied warranty of merchantability, fitness for a particular purpose, title and non-infringement, (b) that the Site and Platform will meet Seller's requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error, (c) any implied warranty arising from course of dealing or usage of trade, and (d) any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence or other fault of Buildthreads.

9. GENERAL RELEASE

BECAUSE BUILDTHREADS IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND SELLERS OR OTHER SELLER DEALINGS, IF A DISPUTE ARISES WITH A BUYER SELLER RELEASES BUILDTHREADS (AND ITS RESPECTIVE AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. SELLER FURTHER RELEASES BUILDTHREADS FOR AND FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, ARISING FROM, RELATED TO, OR IN CONNECTION WITH, (A) SELLERS USE OF THE SITE OR THE PLATFORM, (B) THE USE OF THE SITE BY OTHERS, (C) SELLERS ACTIONS, INACTIONS, AND/OR OMISSIONS AND THOSE OF USERS OF THE SITE, (D) THE PROMOTION OR ADVERTISING OF PLANS OR OTHER PRODUCTS ON THE SITE, AND (E) THE USE OF THE SITE TO OFFER FOR SALE OR TO FACILITATE THE SALE OF PLANS OR OTHER PRODUCTS.

10. CONFIDENTIALITY

1. Seller's Obligations. Seller acknowledges that the Site, Platform, method of operation, and any information or documentation provided by Buildthreads relating thereto, including all User IDs, passwords and other access credentials, the terms of this Agreement, as well as any information concerning the business or intellectual property of Buildthreads, shall be treated as confidential information of Buildthreads, and Seller agrees to keep such information strictly confidential. Seller agrees that it shall not use any such information for any purpose not expressly authorized by this Agreement. Without limiting the generality of the foregoing, Seller agrees not to disclose such information to any person or entity other than, on a need to know basis, Seller's employees and agents who are under a duty to Seller not to disclose such information. Seller agrees to instruct such employees and agents as to the appropriate steps to be taken to satisfy Seller's obligations hereunder, and shall be responsible for the employees' and agents' compliance with the terms of this Agreement. Seller agrees that it will promptly inform Buildthreads of any conduct by any party inconsistent with these provisions and will take all reasonable and lawful steps to terminate such conduct. Seller shall indemnify and hold Buildthreads harmless from any loss, damage or expense incurred by Buildthreads as a result of any breach by Seller, its employees or agents of the confidentiality provisions of this Agreement.

2. Exceptions. The foregoing obligations of confidentiality shall not apply to any confidential information to the extent such information: (a) is or becomes freely and generally available to the public through no fault of the receiving party; (b) was or is already known to Seller, as supported by reasonable evidence; (c) was or is disclosed to Seller by a third party who

in making such disclosure breaches no obligation of confidentiality; (d) was or is independently developed by Seller, as supported by reasonable evidence or (e) is required to be disclosed by law, subpoena or other process, so long as Seller first gives Buildthreads notice of the required disclosure and reasonably cooperates with Buildthreads in seeking reasonable protective arrangements with respect to such confidential information.

3. Return. Upon termination of this Agreement for any reason, upon request, Seller agrees promptly to return or, at Buildthreads' option, delete or destroy, all Buildthreads confidential information.

11. TERM AND TERMINATION

This Agreement shall remain in force and continue until terminated by either party upon written notice to the other party. Buildthreads reserves the rights to terminate the Site or the Platform at any time.

12. MISCELLANEOUS

12.1 Relationship. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between Seller and Buildthreads.

12.2 Assignment. Buildthreads may assign any or all of its rights under this Agreement at any time. Seller may not assign or transfer this Agreement or any of its rights or obligations without written approval from Buildthreads, which approval will not be unreasonably withheld.

12.3 Governing Law. All questions concerning the validity, operation, interpretation, and construction of the Agreement shall be governed by and determined in accordance with the laws of the United States and the State of Colorado, without regard to the choice of law and conflict of laws provisions thereof. The parties agree any suit brought in connection with this Agreement shall be brought in the state courts in the City and County of Boulder, Colorado or federal courts in Denver, Colorado. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO VENUE, INCLUDING AN OBJECTION BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT SUCH PARTY NOW HAS OR HEREAFTER MAY HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION. The prevailing party in any dispute or claim arising under or out of this Agreement shall be entitled to, in addition to any other relief, recovery of its costs and attorney fees incurred in pursuing the dispute or claim.

12.4 Notices. All notices and other communications required or permitted to be given by one party to another in connection with this Agreement shall be in writing and served upon such party via email. Notice to Buildthreads shall be sent to _____. Notice to Seller shall be made to the email address identified by Seller in its registration.

Seller must promptly notify Buildthreads if its email address for notice changes.

12.5 No Waiver. Buildthreads shall not, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by Seller of any of the provisions of the Agreement. Further, any waiver by Buildthreads of a particular breach of the Agreement by Seller shall neither be construed as nor constitute a continuing waiver of such breach or of other breaches of the same provision or any other provision of the Agreement.

12.6 Use of Name/Logo. Seller hereby grants Buildthreads permission to use Seller's name, logo, the Plans, and the fact of this contract, for marketing or related purposes.

12.7 Force Majeure. Neither party shall be in default if its delay or failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements; provided that, in order to be excused from any such delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

12.8 Severability. If any provision of the Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provision shall not affect the remainder of the Agreement.

12.9 Complete Agreement, Amendments. The Agreement, including the Site Policies, constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter hereof and replaces and supersedes all prior and contemporaneous written and oral agreements, negotiations, discussions or statements by and among the parties. This Agreement and the Site Policies may be amended or modified by Buildthreads at any time, and Seller agrees to be bound by the revised, amended or modified agreement and policies. No other act, document, usage, or custom, including any printed terms and conditions contained in any purchase order, shall be deemed to amend the Agreement.