

QVC Vendor Website Terms of Use Agreement

1.0 GENERAL

- A) QVC, Inc. ("QVC") is a retailer of products to the public through various means and media, including on the air, in outlet stores, and over an Internet site whose domain name is www.qvc.com or www.iqvc.com. QVC maintains this proprietary and restricted access Internet site (the "Site") on a purely informational and non-binding basis so that third parties who sell or furnish products offered by QVC to the public ("Vendors") may access information about their accounts with QVC and QVC's accounts with them and about products purchased or otherwise obtained from them for sale by QVC.
- B) Access to and use of this Site is subject to the following Terms of Use, as well as by any modifications issued by QVC to these Terms of Use and all applicable laws and regulations. By clicking on "I agree to the terms stated above", you signify agreement by you, your company and, if you or your company are a Vendor Representative (as defined below), by such Vendor, with these Terms of Use as they are modified from time to time. If you or your company or such Vendor do not agree with any of the Terms of Use, do not use this Site. You represent and warrant to QVC that you have the authority to legally bind your company and the Vendor that you represent to these Terms of Use.
- C) A Vendor's account with QVC and QVC's account with that Vendor (collectively, "Vendor's Account") are governed by other written agreements signed by an officer of QVC and an authorized representative of the Vendor and/or by the various purchase orders, drop shipment orders, and consignment orders issued by QVC to the Vendor through which QVC purchases or otherwise obtains products from the Vendor for sale to the public (collectively, the "Contract Documents"). The Site is provided by QVC as a service to Vendors solely to provide general information concerning the status of Vendors' Accounts and products purchased or otherwise obtained from Vendors for sale by QVC. These Terms of Use in no way override the terms and conditions set forth in the Vendor's Contract Documents except with respect to the specific points covered in the Terms of Use.

2.0 CHANGES IN TERMS; TERMINATION

- A) QVC shall have the right at any time and without prior notice to revise the terms and provisions of these Terms of Use or to impose new terms and conditions with respect to access to or use of this Site. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the Site. Any access or use of the Site by you after notice of revisions or additions to these Terms of Use shall be deemed to constitute acceptance by you, your company and, if you or your company are a Vendor Representative, by such Vendor, of such revisions or additions.
- B) QVC also shall have the right to terminate the Site or any services offered through the Site, or a Vendor's or any individual's right to access or use any portion of or service offered through the Site, at any time and without prior notice.

3.0 REGISTRATION

- A) Access to and use of the Site is restricted to those employees or agents of a Vendor that are approved by and registered with QVC ("Vendor Representatives"). A Vendor or Vendor Representative shall have access only to those portions of the Site that QVC determines to make available to that Vendor or Vendor Representative and shall not attempt to access any other portion of the Site.
- B) As part of the registration process, each Vendor must select a user ID name and password for the Site. QVC may require that the user ID name or password be different for each Vendor Representative. No Vendor or Vendor Representative may use a user ID name of any other person with the intent to impersonate that person, a user ID name that is subject to the rights of any other person without authorization of that person, or a user ID name that QVC, in its sole discretion, deems offensive.
- C) Vendors and Vendor Representatives are prohibited from allowing any unauthorized person to access or use any service offered through the Site for any reason. Vendors and Vendor Representatives also are responsible for notifying QVC promptly of any disclosure or unauthorized use of a user ID name or password for the Site. A Vendor's or Vendor Representative's access to or use of the Site may not be assigned to any other party.

- D) Vendors and Vendor Representatives may not use the Site for any activity that adversely affects the ability of other individuals or systems to effectively use QVC's systems or networks, the Internet, or any connected system, network or service. This includes excessive consumption of network or system resources, whether intentional or unintentional, and "denial of service" attacks against others, knowingly posting or transmitting any information or software which contains a virus, spider, lock, key, bomb, worm, cancelbot, Trojan horse or other harmful, debilitating or disruptive feature. It is the responsibility of Vendors and Vendor Representatives to ensure that their equipment is configured, operated, and used in a manner to avoid excessive consumption of network or system resources.
- E) Vendors and Vendor Representatives will not attempt to gain (or enable others to gain) unauthorized use or access to the Site (or any part thereof) in any way, including but not limited to obtaining information from the Site using any method not expressly permitted by QVC. For example, Vendors and Vendor Representatives may not use packet sniffers to intercept any communications protocols from systems or networks connected to the Site, scrape any data or user information from the Site, or use any third party software to collect information through the Site from or about the accounts of other Vendors or service usage patterns.

4.0 SITE CONTENT Vendors and Vendor Representatives acknowledge that information and materials posted by QVC on the Site may contain errors, omissions, or typographical errors or may be out of date. QVC may change, delete, or update any posted information or materials at any time and without prior notice. The information on the Site concerning a Vendor's Account and products purchased or otherwise obtained from the Vendor for sale by QVC is provided for informational purposes only as a service to the Vendor and is not binding on QVC in any way.

5.0 CONFIDENTIALITY

The information and materials posted on the Site are confidential and proprietary to QVC. Vendors and Vendor Representatives are prohibited from disclosing, using, distributing, transmitting, or appropriating any such information or materials except as specifically authorized in these Terms of Use or another writing signed by QVC. Pre-existing or independent confidentiality agreements between the parties and obligations owed by a Vendor to QVC shall continue in effect unchanged by these Terms of Use.

6.0 DISCLAIMER OF WARRANTY

QVC makes no warranties or representations whatsoever concerning the Site or Site content, including the availability of the Site or the information and materials on it or the accuracy, completeness, or timeliness of the information concerning a Vendor's Account or products purchased or otherwise obtained from the Vendor for sale by QVC. QVC also does not warrant or represent that a Vendor's or its Vendor Representatives' access to or use of the Site will be uninterrupted or error-free, and assumes no responsibility and shall not be liable for any damages to or viruses that may infect the Vendor's or its Vendor Representatives' computer equipment or other property on account of efforts to access or use the Site, access to or use of the Site, or downloading of any information or materials from the Site. Without limiting the foregoing, THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.0 LIMITATION ON LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL QVC OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR ANY OF THE INFORMATION OR MATERIALS ON IT BE LIABLE TO A VENDOR OR ONE OF ITS VENDOR REPRESENTATIVES OR ANY OTHER PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF ACCESS TO OR USE OF THE SITE OR SITE CONTENT OR INABILITY TO ACCESS OR USE THE SITE OR SITE CONTENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OF PROGRAMS OR OTHER DATA ON INFORMATION SYSTEMS, EVEN IF QVC IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.0 TRADEMARKS AND COPYRIGHTS

Unless otherwise noted, the trademarks, logos, and service marks used on the Site are owned by QVC or by third parties that have licensed their use to QVC. Vendors may view and download these marks for informational purposes only as permitted by applicable copyright laws and must retain intact all copyright and other proprietary notices. Other use of these marks, except as specifically permitted in these Terms of Use or the Site content or a writing signed by QVC, is strictly prohibited.

9.0 INDEMNIFICATION

Each Vendor and Vendor Representative agrees to defend, indemnify, and hold harmless QVC, its affiliates, and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of efforts to access, access, or use of the Site by such Vendor or Vendor Representative or any other party attempting to access, accessing, or using the Site under the Vendor's or its Vendor Representative's user ID name or password.

10.0 VIOLATION OF TERMS

QVC reserves the right to pursue all remedies available to it at law and in equity to address violations of these Terms of Use, as determined by QVC in its sole discretion, without advance notice to the Vendor or its Vendor Representatives, including without limitation blocking the Vendor's or one of its Vendor Representative's access to or use of the Site.

11.0 MISCELLANEOUS

These Terms of Use constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede all other previous written or oral agreements between the parties with respect thereto. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from and shall not affect the validity and enforceability of any other provisions of these Terms of Use. The failure of QVC to insist upon strict compliance with any provision of these Terms of Use shall not be construed as a waiver with respect to any subsequent failure to comply with such provision or any other provision. The section headings used in these Terms of Use are for convenience only and shall have no legal force or effect. These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts or choice of law principles. The state courts of Chester County, Pennsylvania and the federal courts of the Eastern District of Pennsylvania shall serve as the exclusive place of venue and jurisdiction for any action or proceeding that may arise as a result of any controversy between the parties, and each party hereby waives any objection to personal jurisdiction, service of process, and venue with respect to those courts.