



# Participation Agreement

Vendor expectations and guidelines

This document is a sales agreement between vendors who sell their products on Ghanapickup.com and the website.

5/27/2009

Welcome to Ghanapickup.com, Site and our selling services. Any person who wants to access the Site and use the Services to sell items must accept the terms and conditions of this Participation Agreement without change. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT, AND ALL POLICIES AND GUIDELINES OF THE SITE ARE INCORPORATED BY REFERENCE.

Ghanapickup.com reserves the right to change any of the terms and conditions contained in this Participation Agreement or any policies or guidelines governing the Site or Services, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. Changes to referenced policies and guidelines may be posted without notice to you. YOUR CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING GHANAPICKUP.COM 'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS PARTICIPATION AGREEMENT, DO NOT CONTINUE TO USE THE SERVICES OR THIS SITE.

**1. Eligibility.** Use of the Site and Services is limited to parties that lawfully can enter into and form contracts under applicable law. For example, children who do not yet have legal rights are not allowed to use the Services. To register, you must provide your real name, address, phone number, e-mail address, and business registration information. You represent that you have all requisite right, power and authority to enter into this Participation Agreement and perform your obligations hereunder.

**2. Vendor/Sellers' Listing Fees and Payment Terms.** All listing fees are in U.S. dollars unless stated otherwise and are incorporated herein by reference. The Fee Schedule and Payment Terms may vary in the future. The Fee Schedule and Payment Terms in effect on the date of sale of the item shall govern the transaction. You should check the fees and terms each time you participate. All fees, including but not limited to subscription plan fees, are payable upon demand via wire transfer. By listing an item for sale on the Site, you authorize Ghanapickup.com to extract the necessary fees when a sale is made before disbursing your payment.

**3. Applicable Policies and Guidelines.** You agree to abide by the procedures and guidelines-- contained in the [Vendor section](#) -- for conducting fixed price sales, which are incorporated by reference into, and made part of, this Participation Agreement. The procedures and guidelines contained in the [Vendor section](#) explain the processes and set out acceptable conduct and prohibited practices. We may change these procedures and guidelines in the future, and such changes will be effective immediately upon posting without notice to you. You should refer regularly to the [Vendor section](#) to understand the current procedures and guidelines for participating and to be sure that the items you offer for sale can be sold on the Site. You will provide to us (using the processes and timing that we designate) any requested information regarding product availability, tracking (to the extent available) and order status, and we may make any of this information publicly available. You will comply with any instructions from the

manufacturer, distributor and/or licensor of a product regarding Street Date for Delivery (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which such product should not be delivered or otherwise made available to customers) or the Street Date for Disclosure (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly).

**4. Ghanapickup.com's Role.** Ghanapickup.com provides a platform for third-party Vendor/Sellers ("Vendor/Sellers") and buyers ("Buyers") to negotiate and complete transactions. Ghanapickup.com is not involved in the actual transaction between Vendor/Sellers and Buyers and is not the agent of and has no authority for either for any purpose. As a Vendor/Seller, you may list any item on the Site unless it is a prohibited item as defined in the procedures and guidelines contained in the [Vendor section](#), or otherwise prohibited by law. 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 the Vendor/Seller to accurately describe the item for sale. As a Vendor/Seller, you use the Site and the Services at your own risk.

**5. The Ghanapickup.com Payment Service.** IN ORDER TO SELL ITEMS IN MARKETPLACE, YOU MUST REGISTER WITH GHANAPICKUP.COM AND WILL BE PAID THROUGH THE GHANAPICKUP.COM PAYMENT SERVICE (the "Payment Service").

a. The Payment Service facilitates the purchase of Vendor/Seller items listed on the Site. A Buyer's authorized credit card payment ("Payment Transaction") is credited to a registered Vendor/Seller's Account Summary, and funds are periodically transferred to the Vendor/Seller's designated checking account ("Vendor/Seller's Account") or via wire transfer. Alternatively, eligible Vendor/Sellers may opt to purchase a Ghanapickup.com gift certificate with funds from a payment transaction to the extent that Ghanapickup.com offers such an option. The Buyer may authorize a Payment Transaction with any major credit card accepted by Ghanapickup.com. The Payment Service helps facilitate Marketplace transactions and is not the purchaser of the Vendor/Seller's goods. Vendor/Seller will resolve any dispute directly with Buyer or with the assistance of the Ghanapickup.com A-to-z Guarantee and not through the Payment Service. Vendor/Seller must register online with Ghanapickup.com to use the Payment Service. You must provide us true and accurate information when registering and must maintain and update that information as applicable. Vendor/Seller will not impersonate any person or use a name he or she is not legally authorized to use. Vendor/Seller authorizes us to verify his or her information (including any updated information), to obtain credit reports about Vendor/Seller in order to approve Vendor/Seller for use of the Payment Service and also from time to time while Vendor/Seller is registered with the Payment Service (including credit reports about Vendor/Seller's spouse if Vendor/Seller lives in a community property state), and to obtain an initial credit authorization from Vendor/Seller's credit card issuer at time of registration.

**b.** Payment services are available only to individuals and others who meet the terms of eligibility for the Ghanapickup.com online selling community and whose applications are acceptable to Ghanapickup.com. Payment Transactions can be credited to bank checking accounts or via wire transfer or checks used to purchase Ghanapickup.com gift cards (to the extent permitted by Ghanapickup.com), which purchases are subject to [Ghanapickup.com's Terms and Conditions for Gift Cards](#).

**c.** Our payment services are generally available seven (7) days per week, twenty-four (24) hours per day, except for scheduled downtime due to system maintenance. We can initiate Payment Transaction credits to Vendor/Seller's Account only on a Business Day when the automated clearinghouses are open for business. For purposes of this Participation Agreement, a Business Day is a Monday through Friday, excluding U.S. federal banking holidays. We will inform you of each completed transaction using our standard procedures. In addition, you can access your Payment Service transaction information online in your Vendor/Seller Account. You may access the Vendor/Seller's Transactions feature only with a browser that is compatible with our website including any security features that are a part of the website.

**d.** For Marketplace sales, you may refund the Buyer by calling or texting the given phone number or via emailing the details to [returns@ghanapickup.com](mailto:returns@ghanapickup.com) for up to the entire purchase amount. You may not create invoices for Ghanapickup.com Marketplace sales.

**e.** All balances for a given 14-day period will be reflected in the Vendor/Seller's Account Summary. We will initiate a credit to Vendor/Seller's Account on a rolling 14-day cycle ("Payment Date") based on the original date of Vendor/Seller's registration with the Payment Service or on the next Business Day if the scheduled Payment Date falls on a non-Business Day. If Vendor/Seller requests a change to the scheduled Payment Date, the 14-day cycle will be reset to the requested Payment Date. When you either initially provide or later change your bank account information, you must wait 14 days to either (1) request a transfer to Vendor/Seller's Account or (2) purchase an Ghanapickup.com gift certificate within the 14-day cycle. After 14 days, you may either request transfers to Vendor/Seller's Account or purchase an Ghanapickup.com gift certificate (if available) at any time within the 14-day cycle via the Vendor/Seller's Account Summary page. We will initiate a transfer to Vendor/Seller's Account on each Payment Date and, based on your preferences, either (1) initiate a transfer to Vendor/Seller's Account or (2) initiate your purchase of an Ghanapickup.com gift certificate (if available), in either case for the total amount of Payment Transactions you received from Buyer's authorized credit card transactions, less any refunds, or for funds you otherwise received since the last Payment Date. The amount of the fees for Payment Transactions will be posted to Vendor/Seller's Account Summary and will be deducted from the balance of credits in the Vendor/Seller's Account Summary to be remitted to you on the next Payment Date. When a Vendor/Seller purchases a Ghanapickup.com gift certificate (if available), funds for Payment Transactions will be posted to the balance in the Vendor/Seller's gift certificate account on the Site.

**f.** Transfers to the Vendor/Seller's Account will generally be credited within 10 Business Days of the date we initiate the transfer. On occasion, we may send Vendor/Seller a paper check instead of an electronic credit to Vendor/Seller's bank account. We will do so, for instance, if Vendor/Seller's bank will not accept an electronic credit to Vendor/Seller's Account.

**g.** As a security measure, we may, but are not required to, impose transaction limits on some or all Buyers and Vendor/Sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to Vendor/Seller: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we permit a Buyer to withdraw from a transaction because the Payment Service is unavailable following the commencement of a transaction.

**h.** If we reasonably conclude based on information available to us that Vendor/Seller's actions and/or performance in connection with the Services 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 the Services or this Participation Agreement for the shorter of: (a) a period of 90 days following the initial date of suspension; or (b) completion of any investigation(s) regarding any Vendor/Seller actions and/or performance in connection with this Participation Agreement. We will not be liable to Vendor/Seller if we act in accordance with the provisions of this Section.

**i.** All notices will be sent by e-mail or will be posted on the Site or by any other means then specified by Ghanapickup.com. We will send notices to Vendor/Seller at the e-mail address maintained in Ghanapickup.com's records for Vendor/Seller. Vendor/Seller will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by us. Vendor/Seller will send notices to us using the functionality for contacting Ghanapickup.com provided in our [Vendor pages](#).

**j.** There is no fee for registering for the Payment Service. The fees for using the Payment Service in Marketplace listings are included in the Marketplace listing fees (which means there are no additional fees for use of the Payment Service). We may, in our sole discretion, waive, reduce, or reverse charges or fees for a specific transaction.

**k.** We may refuse service to anyone for any reason. We may earn interest or other compensation from the balances in our bank accounts that result from the timing difference between our being paid by Buyer and our bank account being debited to pay Payment Transaction credits to Vendor/Seller. We will bear the risk of credit card fraud (i.e. fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Payment Transactions, and Vendor/Seller will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit card fraud in connection with any of Vendor/Seller's products (except those products, if any, that are fulfilled using direct Fulfillment by Ghanapickup.com service) that are not fulfilled strictly in accordance with the order information and shipping information that we provide you. We reserve the right to seek

reimbursement from Vendor/Seller if we, in our sole discretion, decide to reimburse Buyer under the terms of the Ghanapickup.com A-to-Z Guarantee, provide a refund to Buyer if Vendor/Seller cannot promptly deliver the goods, discover erroneous or duplicate transactions, or receive a chargeback from Buyer's credit card issuer for the amount of Buyer's purchase from Vendor/Seller. We may obtain such reimbursement by deducting from future payments owed to Vendor/Seller, reversing any credits to Vendor/Seller's Account, charging against gift certificates held in Vendor/Seller's GC Account (if any) that were purchased with Payment Transaction Funds, charging Vendor/Seller's credit card, or seeking such reimbursement from Vendor/Seller by any other lawful means. You authorize us to use any or all of the foregoing methods to seek reimbursement, including the debiting of your checking account.

I. Vendor/Seller may terminate his or her participation in the Payment Service at any time by informing us using the standard method then-currently provided by Ghanapickup.com for such termination, and we may terminate Vendor/Seller's participation in the Payment Service at any time without notice to Vendor/Seller. Upon termination, Vendor/Seller must pay us whatever fees were incurred prior to the effective date of the termination. Also upon termination, any pending transactions will be canceled.

We reserve the right, upon termination, to set off against any payments to be made to Vendor/Seller, an amount determined by us to be adequate to cover chargebacks and refunds from Vendor/Seller's Account for a prospective three-month period. At the end of such three-month period following termination, we will refund any amount not used to offset chargebacks and refunds to Vendor/Seller, or seek reimbursement from Vendor/Seller via any of the means authorized in Section 5 (k) above for any additional amount required to offset chargebacks and refunds, as applicable.

**6. Ghanapickup.com Reservation of Rights.** Ghanapickup.com retains the right to determine the content, appearance, design, functionality and all other aspects of the Site and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Site and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list, or to require Vendor/Seller not to list, any or all products in our sole discretion. We may in our sole discretion withhold for investigation, refuse to process, restrict delivery, stop and/or cancel any of your transactions. You will stop and/or cancel orders of your products if we ask you to do so. You will refund any customer (in accordance with this Participation Agreement) that has been charged for an order that we stop or cancel.

**7. Ghanapickup.com Participation.** Employees of Ghanapickup.com and its affiliates are permitted to participate in their personal capacity (i.e., not as Ghanapickup.com employees, representatives, or agents of Ghanapickup.com or its affiliates) in the transactions conducted through this Site (unless they have confidential information about a particular item). Employees of Ghanapickup.com and its affiliates, when participating in any transaction in their personal capacity, are subject to this Participation Agreement and the same procedures and guidelines contained in the website as any Buyer or Vendor/Seller on this Site.

## 8. Your Transactions

**a.** For sales where a Vendor/Seller lists goods at a fixed price ("fixed price sales"), the Vendor/Seller is obligated to sell the goods at the listed price to Buyers who meet the Vendor/Seller's terms. By listing an item in a fixed price sale, you represent and warrant to prospective Buyers that you have the right and ability to sell, and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive.

**b.** For fixed price sales, Vendor/Seller will determine the purchase price for each item he or she lists on the Site via and subject to Ghanapickup.com standard functionality for listing the purchase price, provided that Vendor/Seller must abide by the same procedures and guidelines with respect to pricing.

**9. Your Obligation.** By entering into this Participation Agreement and posting a listing for fixed price sale, you agree to complete the transaction as described by this Participation Agreement. You acknowledge that by not fulfilling these obligations, your action or inaction may be legally actionable.

**10. Sales, Use, or Similar Taxes.** You agree that it is the Vendor/Seller's responsibility to determine whether sales, use, or similar taxes apply to the transactions and to collect, report, and remit the correct tax to the appropriate tax authority. You also agree that Ghanapickup.com is not obligated to determine whether sales, use, or similar taxes apply and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any transaction.

**11. Returns and Refunds.** For all of your products (except those products, if any, that are fulfilled using the Fulfillment by Ghanapickup.com service) you will provide us with your customer return and refund policies for display on the Site and accept and process returns and refunds relating to your products in accordance with this Participation Agreement and the posted policies at the time of the applicable order. If you notify us of any changes to these policies, we will use commercially reasonable efforts to post the changes. No change will be effective as to your products until we post the change on the Site. In any event, at a minimum, your return and refund policies will be at least as favorable as the then-current [Ghanapickup.com refund policies](#) (the return and refund policies published on the Site and applicable to products sold via the Site by any affiliate of Ghanapickup.com). You will determine and calculate the amount of all refunds (including any taxes, shipping and handling charges or other charges to be refunded) and will route all refunds through Ghanapickup.com. We will provide any refunds to the customer (which may be in the same payment form originally used to purchase your product), and you will reimburse us for all amounts refunded. If you list products for sale on the Site that are fulfilled using the Fulfillment by Ghanapickup.com service, you acknowledge and agree that the Ghanapickup.com refund policies published at the time of the applicable order apply to such products and that you will comply with such policies. You will provide refunds (that you are obligated to provide under applicable return and refund policies

or as required by Law) promptly, but in no case later than thirty (30) days following the close of the sale.

**12. Password Security.** Your password may be used only to access the Site, use the Services, electronically sign your transactions, and review your completed 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.

### **13. Illegal Activity**

**a. Compliance with Laws; Fraud.** The Site and Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations. You may not register under a false name or use an invalid or unauthorized credit card. You may not impersonate any participant or use another participant's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and Ghanapickup.com will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

**b. Investigation.** Ghanapickup.com has the right, but not the obligation, to monitor any activity and content associated with this Site and investigate as we deem appropriate. Ghanapickup.com also may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the Site, including listings. Ghanapickup.com reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable.

**c. Disclosure of Information.** Ghanapickup.com also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Ghanapickup.com's systems and customers, or to ensure the integrity and operation of Ghanapickup.com's business and systems, Ghanapickup.com may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

### **14. Privacy; Use of Ghanapickup.com Transaction Information.**

a. Read the Ghanapickup.com [Privacy Notice](#). The Privacy Notice may be changed by us in the future. You should check the Privacy Notice frequently for changes. Ghanapickup.com and its affiliates may communicate with you in connection with your listings, sales, and the Services, electronically and in other media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have

indicated on the Site or by any other means. When you use the Services, some personally identifiable information about you, including your feedback and the e-mail address associated with your account, may be displayed on the Site and may be viewed by potential buyers.

b. You will not, and will cause your affiliates not to, directly or indirectly disclose, convey or use any order information or other data or information acquired by you or your affiliates from Ghanapickup.com or its affiliates (or otherwise) as a result of the Participation Agreement, the transactions contemplated hereby or the parties' performance hereunder (collectively, "**Ghanapickup.com Transaction Information**"), except you may disclose this information as necessary for you to perform your obligations under this Participation Agreement, provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information. The terms of this Section 14(b) do not prevent you from using other information that you obtain separately from the Ghanapickup.com Transaction Information, even if such information is identical to Ghanapickup.com Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Ghanapickup.com user.

**15. No Warranties.** THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. GHANAPICKUP.COM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

a. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

b. THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;

c. THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY VENDOR/SELLERS, AVAILABLE FOR SALE AT THE TIME OF FIXED PRICE SALE, LAWFUL TO SELL, OR THAT VENDOR/SELLERS OR BUYERS WILL PERFORM AS PROMISED;

d. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND

e. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF GHANAPICKUP.COM.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, GHANAPICKUP.COM DISCLAIMS ANY AND ALL SUCH WARRANTIES.

**16. General Release.** BECAUSE GHANAPICKUP.COM IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND VENDOR/SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE GHANAPICKUP.COM (AND ITS 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.

### **17. Indemnity/Limitation of Liability.**

**a. Indemnity and Defense.** You will defend, indemnify and hold harmless Ghanapickup.com 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 that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Participation Agreement; or (ii) your own website or other sales channels, the products you sell, 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 any products you sell or content you provide, or Vendor/Seller Taxes or the collection, payment or failure to collect or pay Vendor/Seller Taxes. For purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity; and "Vendor/Seller Taxes" means any and all sales, use, excise, import, export, value added and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through the Site, or otherwise in connection with any action, inaction or omission of you or any of affiliate of yours, or any of your or their respective employees, agents, contractors or representatives.

**b. Limitation of Liability.** GHANAPICKUP.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

**18. Applicable Law.** The laws of the state of Delaware govern this Participation Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the Convention on Contracts for the International Sale of Goods. Any dispute with Ghanapickup.com or its affiliates relating in any way to these terms and conditions or your use of the Services in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500 shall be adjudicated in any state or federal court in Delaware, and you consent to exclusive jurisdiction and venue in such courts.

**19. Disputes.** Because Ghanapickup.com is not the agent of either Vendor/Seller or Buyer for any purpose, Ghanapickup.com will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction. Ghanapickup.com urges Vendor/Sellers and Buyers to cooperate with each other to resolve such disputes.

**20. Your Grant.** By entering into this Participation Agreement and listing an item, you grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the content you submit to Ghanapickup.com and its affiliates, and to sublicense the foregoing rights to our affiliates and operators of any website or other online point of presence (other than the Site) through which the Site and/or products or services available thereon are syndicated, offered, merchandised, advertised or described; provided, however, that we will not alter any of your trademarks (i.e., trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of your trademarks (provided you are unable to do so using standard functionality made available to you via the Site or Services); provided further, however, that nothing in this Participation Agreement will prevent or impair our right to use without your consent the content and any other materials provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party). You represent and warrant that you own or otherwise control all of the rights to the content you submit to Ghanapickup.com and its affiliates, and that the use of such materials by Ghanapickup.com and its affiliates will not infringe upon or violate the rights of any third party.

**21. Termination.** Ghanapickup.com, in its sole discretion, may terminate this Participation Agreement, access to the Site or the Services, or any current fixed price sales immediately without notice for any reason. Ghanapickup.com, in its sole discretion, also may prohibit any Vendor/Seller from listing items for fixed price sales.

## **22. General Provisions**

**a. Entire Agreement.** This Participation Agreement, including any terms and conditions incorporated herein by reference, and the general terms and conditions of the Site, including but not limited to the Privacy Notice and Conditions of Use, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

**b. No Agency; Third-Party Beneficiary.** Ghanapickup.com is not the agent, fiduciary, trustee, or other representative of you. Nothing expressed or mentioned in or implied from this Participation Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Participation Agreement. This Participation Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Ghanapickup.com, you, and relying Buyers or Vendor/Sellers.

**c. Severability.** If any provision of this Participation Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

**d. No Waiver.** We will not be considered to have waived any of our rights or remedies described in this Participation Agreement unless the waiver is in writing and signed by us. No delay or omission by us in exercising our rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Ghanapickup.com's failure to enforce the strict performance of any provision of this Participation Agreement will not constitute a waiver of Ghanapickup.com's right to subsequently enforce such provision or any other provisions of this Participation Agreement.