

FULLILLDISC E-STORE SETUP SHEET



This form is used to help FulfillDisc correctly setup an online e-Store. It must be filled in entirely to ensure timely service. Once completed, you will be asked to email (or upload to ftp) your artwork files to complete the page. For more information, please visit our website at <http://www.fulfilldisc.com>

General Information

Date: _____
Name of Project (to be sold): _____
Producer's Name: _____
Producer's Phone Number: _____
Producer's email: _____
Producer's Mailing address: _____

Initial inventory to be held by FulfillDisc

Inventory Type: (please check) DVD-5 DVD-9 Audio-CD Quantity: _____
Estimated date inventory will arrive: _____ From where? _____

Sale Price (what is the price you wish to sell you title for)?

Price: _____
Ships with other articles? Manual/Print materials Other (please explain below)

Sales Description (copy you wish to have displayed on your e-Store describing your product)

Shipping Method (USPS is standard @ \$2.99)

You have the option of offering expedited shipping to your shopping cart. Check those you wish to offer below:
 FedEx 2-Day FedEx Standard Overnight

While USPS shipments cost \$2.99 each, FedEx charges will differ and are calculated during checkout and vary based on zip.

Payment Information

e-Store fees are \$100/year + monthly warehousing fees of \$29.95/month (per palette)

Credit Card billing address (where the bill is delivered) _____ MC/Visa/Amex (pls circle one) _____
_____ number
_____ exp



Timing. Your e-store will be ready for your review within 3 working days of us receiving this document. We will email you your unique link so you can make any changes needed prior to the e-store going live. Once we have your inventory and you have reviewed the e-store, agreeing to its content (in writing) your store will be live within 24 hours and ready to start accepting orders.

Payment. You authorize FulfillDisc to accept payment of \$100/year for the e-Store and start the creation of your online sales page. You also agree to pay \$29.95/month, per palette for warehousing fees. Once you sign this document, your payment is non-refundable.

Intellectual Property. You warrant that you have the legal right to use all video Content, text, graphics, images, designs and "look and feel" of any web pages or Content supplied by you to us. You also warrant that you have the right to grant us the right to use these materials in order to sell your Title through our service.

In the event that we receive a copyright and/or trademark infringement notice regarding the video content, text, graphics, images, designs or "look and feel" found in your E-Store or in a Title published by you, we reserve the right at our sole discretion to suspend or cancel your account.

During the term of this Agreement, you grant us a non-exclusive, royalty-free right and license to use your Content, text, graphics, images, designs, "look and feel" and all associated trademarks, copyrights and other rights necessary in order for us to publish your Title. Also during the term of this Agreement, we grant you a non-exclusive, royalty-free right to use our tradename, trademarks and related logos and graphics on your site in order for you to promote your Title and link to your E-Store. Our tradename, trademarks and related logos and graphics only should be used to clearly indicate that we are providing a publishing service to you and your Customers. You may not use our tradename, trademarks and related logos and graphics in an inappropriate fashion, such as to suggest that we endorse your Title or that our relationship to you is anything other than that of an independent contractor and/or customer. If you are unsure of the proper use of our tradename, trademarks and related logos and graphics,

please send a detailed email to <info@fulfilldisc.com>. We reserve right to revoke the license granted to you in this paragraph, in the event that you don't comply with the terms of this Agreement or with our trademark usage guidelines.

Content: You may use FulfillDisc to sell legitimate and inoffensive content to which you own all necessary rights, and which doesn't violate any law, regulation or other parties' rights. Our service may only be used to publish content that would typically be rated as "G", "PG", "PG-13", or "R" using the MPAA rating system. For an overview of what the MPAA means by these ratings, please visit their website at <http://www.MPAA.org/movieratings/about/index.htm> We do not publish more explicit content, such as that which would typically be advertised as "X-rated".

Reporting: As part of your monthly sales reports, we will send you the contact information of Customers who have bought your Title. You agree to use this customer information for your own business purposes only. You further agree not to sell, rent, or transfer any customer information that we provide to you to any third party except as required to support the normal operations of your business. Inappropriate use or abuse of customer information that we have sent to you is grounds for termination of this Agreement.

Termination: You may terminate this Agreement immediately for any reason at any time. We may terminate this Agreement immediately if you have violated any conditions or terms of this Agreement.

Upon termination, all licenses granted in this Agreement shall terminate, and you must immediately cease all use of our trademarks, tradenames, and other material as provided in this Agreement. You will not earn any referral credits after termination, and all your Titles will be placed on hold. You must remove all links from your website to your E-Store, and stop promoting your E-Store. Termination of this Agreement shall not prejudice and shall be in addition to any other right or remedy of either party accrued on account of any default or breach of the other.

If we terminate the Agreement, we will notify you of this fact via either an email or a postal letter. If you have not supplied us with valid and current contact information, we have no obligation to notify you of our termination. Upon our termination, we will

immediately place all your Titles on hold and not accept any further orders for your Titles. If you wish to terminate this Agreement, you must send an email to <service@fulfilldisc.com> notifying us of your termination.

Within 45 days of termination, we will pay you any outstanding balance due to you less amounts for any returns, charges or fees incurred by you, provided it is at least \$25.00. If it is less than \$25.00, you forfeit this amount.

Indemnification: You agree to indemnify, defend and hold us, officers, employees, agents and representatives harmless from and against any claim, demand, action, damage, loss, costs or expenses, including reasonable attorneys' and expert witness fees, relating to, arising out of or resulting from your use of the FulfillDisc e-Store or any breach of this Agreement, including but not limited to claims arising from or related to your infringement of the intellectual property rights of any third party. Furthermore, you agree to indemnify, defend and hold us, officers, employees, agents and representatives harmless from and against any claim, demand, action, damage, loss, costs or expenses, including reasonable attorneys' and expert witness fees, relating to, arising out of or resulting from:

- (a) the video Content, text, graphics, images, designs and "look and feel" provided by you;
- (b) your e-Store, including, but not limited to any links on such site other than the online store portion provided by us;
- (c) any of your actions, including but not limited to your use of information gathered by us or our website; or
- (d) any infringement action involving your video Content, text, graphics, images, designs and/or "look and feel" and/or e-Store.

Signed _____

Date _____

Print Name _____

Please ship all inventory (along with master copy and artwork, for reorders) to:

FulfillDisc
Attn: Warehouse Dept.
2029 Westgate Drive,
Carrollton TX 75006
Tel: (888) 274-0444