

Terms of Use Agreement for Vendors

Emergence Group/ShopNavajo.com On-Line Marketplace

ShopNavajo.com is a Service of Emergence Group a 501 (c) (3) non-profit. ShopNavajo.com is the multi-vendor Marketplace that is focused on providing opportunities for Native Americans to market and grow the sales of Native products and services

The “Terms of Use ” stated below are a legally binding contract between you and Emergence Group.. This contract sets out your rights and responsibilities when you use Emergence Group, and the other services provided by Emergence Group including the ShopNavajo.com marketplace and any other products or services, so please read it carefully. By using any of our Service you are agreeing to the Terms. Agreement to the Terms is a requirement to use our services.

When you offer to sell an item you have made through your ShopNavajo.com shop, and a buyer has agreed to buy your item for your price and paid for it, you have entered into a legal business transaction with the buyer.

You are solely responsible for any activity on your account. If you are registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.

A. Selling on ShopNavajo.com an On-line multi-vendor Marketplace

1. Defining Native as associated with Emergence Group and its Services.

The Indian Arts and Crafts Act of 1990 requires that products sold as Indian, Native American, or the product of a particular Indian Tribe be made by an enrolled member of a federally or officially State recognized Tribe, or a certified non-member Indian artisan by the Tribe of their direct descent.

2. All products and services on the Marketplace are to be Native Inspired, Made or Provided

Native Made – hand made or designed products.

Native inspired – products using original Native ideas, may be produced by non-Native third parties (such as a manufacturer, videographer)

Native Provided Services – the Service provider is Native.

3. Restricted Products

ShopNavajo.com is family friendly. The following items are examples of items restricted from sale. They will be refused.

Alcohol, Tobacco, Drugs: Dangerous Items: Weapons, Hazardous Materials; Pornography and Mature Content; Items that Promote, Support or Glorify Violence or that Disparage any Group of People; or Political items supporting a particular political view.

ShopNavajo.com does not support the sale of resale products. Ex. CD's, blankets or other items that were produced or once owned by others.

Original Native products or services must be sold by the creator or designer and not by an intermediary. i.e. we do not take items from consignment shops or trading companies.

4. Intellectual Property and Your Content

Emergence Group does not take ownership of your product, service or idea. You may protect that property in any way that is legal, including copyright, trademark or patent.

Content that you post using our Services is your content. We do not make any claim to it, which includes anything you post using our Services (like profile pictures, listing descriptions, reviews, comments, etc.). By posting Your Content through our Services, you grant Emergence Group a license to use it. This means we have your permission to use it to help Emergence Group function and grow.

If your images or content is proposed for use in marketing, articles or other information, you will be contacted for your permission related to this specific use.

5. No Commission Access, An Annual Maintenance Fee

Emergence Group does not charge a commission on sales made by Vendors on the ShopNavajo.com marketplace.

Your first year of sales begins on the date of your acceptance as a Vendor (you will receive an e-mail). At the beginning of the second year and in each subsequent year your Shop is open, we will ask that you pay \$100 annual Maintenance Fee for the use of the Shop. While we do not anticipate any changes in this fee, we reserve the right to review and adjust, as needed.

B. Your ShopNavajo.com Marketplace Shop

Shops can be begun by anyone 18 years old or older. Younger individuals may share products if they are part of a school Shop or have an adult as the Shop owner.

All information provided to Emergence Group by the Shop owner, must be their honest attempt at accurate information.

As a Vendor, you will have a location on the Marketplace defined by a URL that is your Shop.

Each Shop Will Include the Following Elements:

- a. Encrypted Shop web address, which you can use on business cards or

other marketing that you do as an individual. The Shop web address cannot be linked directly to a 3rd party without permission from Emergence Group.

- b. Secure, private access to a Dashboard where you can name and design your shop, view customer purchasing and submit new items/services for review by Emergence Group for proposed sale.
- c. Product Review and Comments – A product review function is active on the ShopNavajo.com site. It will allow your customers to provide feedback on your products/services and for you to build brand loyalty. Any “Comments” made by the public are screened by Emergence Group prior to posting for appropriateness.

1. Shop Policies

As Shop owner, you will need to identify policies for your Shop related to

- a. Shipping
- b. Payment Options
- c. Returns and Exchanges
- d. Other Policy Options
 - Ex. Partial payment to pay for materials
 - Cancellations

2. Customer and Fellow Vendor Related Responsibilities of Vendors

The following responsibilities apply to all Vendors and Shops:

- a. Provide honest, accurate information about products and services.
- b. Keep your Contact information current and accurate and respond to requests from the Marketplace Coordinator promptly.
- c. Respond to Your Customers by E-mail, etc. keeping Customers aware of the status of their order
- d. Establish and Honor your Shop Policies.
- e. Keep secure Customer information.
 - You must administer Customer information in a way that attempts to keep it secure.
 - Ex. Store Customer information in a secure password protected location.

You may not provide or sell customer information to others without the Customers permission.

- f. Keep a paper trail of all transactions especially including the date shipped and shipping vendor and any communications surrounding a Custom order.
- g. Be a Good Community Member – Support other Vendors and refrain from making public comments that are negative about other ShopNavajo.com vendors.

C. Responsibilities of Emergence Group to Vendors

The Emergence Group Agrees to

1. Provide a consultation on the Vendor's product/service, emerging or new business to assist with growth planning.
2. Assist Vendors in setting up their Shop on-line.
3. Provide levels of encryption deemed appropriate nationally for purchase transactions and personal data storage.
4. Maintain the Marketplace website and the functions of each Vendor shop.
5. Market ShopNavajo.com and all its vendors around the Navajo Nation and to the Border Communities to the Navajo Nation.
6. Communicate with Vendors regarding any important opportunities and/or changes in policy promptly and with sufficient time for compliance.

D. Rights of Emergence Group

In any of the elements identified in this agreement, Emergence Group is the sole determiner of what appears on its websites.

Termination

You may terminate your account with Emergence Group at any time by requesting via our website.

Emergence Group may terminate or suspend your account and your access to our Services at any time, for any reason, and without advance notice. Do understand that if terminated or suspended you do not have a contractual or legal right to continue to use our Services. If you or Emergence Group terminates your account, you may lose any information associated with your account, including Your Content.

Emergence Group reserves the right to change, suspend, or discontinue any of the Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Accepting the "Terms of Use Agreement for Vendors" means that you have read and agreed to these provisions of Emergence Group and those of our "Privacy Policy"

We may update these Terms from time to time. Any changes impacting you will be identified to you in an e-mail. Changes require your adherence in the same way as the prior Terms.

E. Release from Liability and Hold Harmless

The Shop Vendor who agrees to this "Terms of Use Agreement for Vendors", agrees to release, indemnify and hold harmless Emergence Group and ShopNavajo.com from any and all claims and losses in any way related to the operation of the website ShopNavajo.com or the Vendor Shop on this website and the operation of the Vendor's business or the Vendor's sales and fulfillment processes and procedures engaged in on ShopNavajo.com.

Neither Emergence Group, nor any of its employees or Directors shall be liable to you for any loss of revenue, or for any damages arising out of or in connection with the Services or these Terms

You release Emergence Group from any claims, demands, and damages arising out of disputes with other users or parties.

Resolve disputes with Customers or Emergence Group

All disputes over the execution of any of the elements of this contract will be resolved, under the laws of the Navajo Nation.

Whenever possible Alternative Dispute Resolution methods will be used including negotiation, mediation, collaborative law, and arbitration.

Late Updated March 5, 2020