

# Seller Agreement

This Seller Agreement ("Agreement") is entered into as of the date of acceptance ("Effective Date") by and between Shop Finger Lakes, LLC ("Platform") and the individual or entity registering to sell goods on the Platform ("Seller").

## 1. Scope of Agreement

- The Platform agrees to provide the Seller access to its online marketplace for the purpose of listing and selling Goods.
- The Seller agrees to comply with the Platform's policies, procedures, and requirements as outlined in this Agreement and related documents.

## 2. Seller Obligations

- **Product Listings:** Sellers are responsible for creating accurate and complete product listings, including descriptions, pricing, and images.
- **Fulfillment:** Sellers must handle shipping, returns, and customer inquiries related to their products.
- **Compliance:** Sellers must comply with all applicable laws, regulations, and Platform policies.

## 3. Seller Tax Responsibility

Shop Finger Lakes, LLC is registered with the New York State Department of Taxation and Finance as a Marketplace Facilitator under New York sales tax law.

### What This Means for You:

- **Shop Finger Lakes** is responsible for **collecting and remitting New York State sales tax** on all **taxable orders placed through our marketplace**, including those fulfilled by you.
- This applies even if the order is pushed into your ecommerce platform (e.g., Shopify, WooCommerce, Wix, Squarespace) for fulfillment — the **sale originated on Shop Finger Lakes**, making it our responsibility to handle sales tax.
- You **should not collect or remit sales tax** on these marketplace orders.

### Your Responsibility:

- Maintain accurate product listings, pricing, and shipping information in your seller dashboard.
- **Do not report or remit sales tax** for Shop Finger Lakes orders in your **New York State sales tax filings** — we handle that for you.
- **You are still responsible** for reporting the **income earned** from these sales on your federal and state income tax returns.
- **If you sync Shop Finger Lakes orders into your own ecommerce store for fulfillment**, we recommend applying a clear **order tag** (e.g., ShopFingerLakes) so they can be easily identified and **excluded from your sales tax reports**, while still being included in income reporting.

## 4. Fees and Payments

- Sellers will pay transaction fees, subscription fees, and any other applicable charges as outlined in the Platform's pricing structure.
- Payouts will be processed within 1 business days of completed transactions, minus applicable fees.

## 5. Shipping and Shipping Policy

- Sellers are required to set and enforce their own shipping methods and processes. These methods and processes must align with Shop Finger Lakes, LLC shipping policies.
- The Shipping policy can be viewed at <https://shopfingerlakes.com › pages › shipping-policy>.
- By registering as a seller, you agree and accept the terms of the shipping policy above.

## 6. Return and Refund Policy

- Sellers are required to set and enforce their own return and refund policies in compliance with the Shop Finger Lakes Return Policy.
- By registering as a seller, you agree and accept the terms of the Shop Finger Lakes Return policy.
- The Return policy can be viewed at <https://shopfingerlakes.com › pages › return-policy>
- Sellers must clearly display their return policy on their storefront.

## 7. External Linking Policy

Sellers may include links to their personal websites or social media on their seller profile, provided these links **do not direct to third-party marketplaces such as Etsy, Amazon, or similar platforms**. This helps preserve a seamless buyer experience and ensures that customers remain within the Shop Finger Lakes ecosystem when discovering and purchasing products.

## 8. Social Media and Public Communication

To foster a positive and supportive seller community, Shop Finger Lakes maintains a private Facebook group where sellers can communicate directly with the Platform team and other sellers. All questions, feedback, or concerns related to selling on the Platform should be directed to this private channel or emailed to our support team.

Sellers agree not to post complaints, disputes, or platform-related issues publicly on social media, including but not limited to Facebook, Instagram, TikTok, Twitter/X, or any public forums. Public comments that may negatively affect the reputation of Shop Finger Lakes may result in a review of the seller's account status.

We encourage sellers to share and promote their products and the Shop Finger Lakes marketplace in a positive and professional manner. If tagging the Platform in a public post, sellers should ensure content reflects our community values of support, quality, and collaboration.

Sellers who violate this policy may be subject to warnings, content removal, or removal from the Platform and seller group.

## 9. Dispute Resolution Policy

By registering as a seller, you agree and accept the terms of the Shop Finger Lakes Dispute Resolution policy. The Dispute Resolution policy can be viewed at [https://shopfingerlakes.com > pages > dispute-resolution-policy](https://shopfingerlakes.com/pages/dispute-resolution-policy)

## 10. Intellectual Property

Sellers retain ownership of their product content but grant the Platform a non-exclusive license to use listings for marketing and promotional purposes.

## 11. Term and Termination

This Agreement will remain in effect until terminated by either party with 30 days' written notice. The Platform may terminate this Agreement immediately in cases of fraud, illegal activity, or violations of Platform policies.

## **12. Liability and Indemnification**

- The Seller agrees to indemnify and hold the Platform harmless from claims arising out of their products or business practices.
- The Platform is not liable for any damages resulting from the Seller's use of the Service.

## **13. Governing Law**

This Agreement will be governed by the laws of the State of New York, without regard to its conflict of laws principles.

## **14. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.

Acceptance By registering as a Seller on the Platform, You acknowledge that You have read, understood, and agree to the terms of this Agreement as outlined above.