

Selling Policy

This policy is a part of our Terms of Use. By opening an Skagway Studios shop, you're agreeing to this policy and our Terms of Use.

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1. What Can be Sold on Skagway Studios

Skagway Studios is a unique marketplace created to promote Made in Skagway members' products by connecting buyers with the Made in Skagway products they love. Buyers come here to purchase items that were created in Skagway. Everything listed for sale on Skagway Studios must be created by a Made in Skagway member and have been created within Skagway as defined by the Made in Skagway program membership agreement.

All Made in Skagway member's products can be sold on Skagway Studios with a few exceptions. To learn about the exceptions, see our "What Cannot Be Sold on Skagway Studios" section. For those products sold, please follow these guidelines for certain product types:

If you sell handmade items, you agree that:

1. All handmade items are made or designed by you or under the Made in Skagway business by an individual working for your business.
2. If any of the products are food related, items were grown, cooked, mixed or baked within Skagway and are packaged for sale and appropriately labeled.

3. You are using your own photographs—not stock photos, artistic renderings, or photos used by other sellers or sites.

If you are selling personalized or made-to-order items, you agree that:

1. All listings are available for purchase at a set price.
2. If you are using photographs of previous work with options for customization (like color choices) included in the listing, it is clear in your description that the photos shown are just examples

If you are selling food/ edible or make-up products, you agree that:

3. All product ingredients will be listed.
4. You will abide by all State and Federal laws specific to your industry and selling online.

If you are selling products involving mammoth or walrus ivory, you agree that:

5. Purchases made through this Service, you will **not** ship to those States that ban the trade of such ivory, including but not limited to: California, Hawaii, Nevada, New Jersey, New York, New Hampshire, Illinois and the District of Columbia. It is the sellers responsibility to be aware of which States ban the sale of such ivory products.
6. You will post the above mentioned shipping restrictions on the selling page of the item composed of walrus or mammoth ivory.

We encourage you to be transparent about how your products were made and where your materials come from. You can disclose whether your items have social or environmental attributes, such as organic or recycled.

2. What Can't be Sold on Skagway Studios

Even if they otherwise meet our Made in Skagway criteria, products potentially created by members that cannot be sold through Skagway Studios include: Cannabis Goods and Alcoholic Beverages.

Keep in mind that Skagway Studios may remove any listings that violate our policies. Skagway Studios may also suspend or terminate your account for any violations. You'll still be on the hook to pay any outstanding fees on your Skagway Studios statement. You can find more information in our Fees & Payments Policy.

3. Shipping Policy

All shipping of Skagway Studios products is performed by the seller. Skagway Development Corporation, Made in Skagway or Skagway Studios does not handle any product.

It is the responsibility of the seller to properly package products for shipment. If an item is damaged during shipment, the seller will work with the buyer and shipping agency to settle shipping disputes.

Due to the many laws governing international sales, products sold on Skagway Studios cannot be shipped internationally. If a seller wishes to sell to someone internationally, they can direct this individual to their personal website or provide their businesses direct contact information to conduct the sale.

Shipping of Mammoth or Walrus Ivory is also restricted on Skagway Studios. Sellers cannot ship products containing Mammoth or Walrus Ivory materials to States that ban the commercial sales of these goods, including but not limited to: California, Hawaii, Nevada, New Jersey, New York, New Hampshire, Illinois and the District of Columbia. It is the sellers responsibility to be aware of which States ban the sale of such ivory products.

4. Representing Yourself, Your Shop, and Your Listings

Honestly

At Skagway Studios, we value transparency. Transparency means that you honestly and accurately represent yourself, your items, and your business.

By selling on Skagway Studios, you agree that you will:

1. Provide honest, accurate information in your About section.
2. Honor your Shop Policies.
3. Accurately represent your items in listings and listing photos.
4. Respect the intellectual property of others. If you feel someone has violated your intellectual property rights, you can report it to Skagway Studios.
5. Not engage in fee avoidance.
6. Not create duplicate shops or take any other action (such as manipulating clicks, carts or sales) for the purpose of manipulating search or circumventing Skagway Studio's policies.
7. Not coordinate pricing with other sellers.

5. Communicating with other Skagway Studio members or buyers

You can use Skagway Studio's Contact Vendor Messages ("Messages") to communicate directly with your buyer or other Studio members. Messages are a great way for buyers to ask you questions about an item or an order.

Messages may not be used for the following activities:

1. Sending unsolicited advertising or promotions, requests for donations, or spam;
2. Harassing or abusing another member;
3. Contacting someone after they have explicitly asked you not to; or
4. Interfering with a transaction or the business of another member.

Interference

Interference occurs when a member intentionally interferes with another member's shop in order to drive away their business. Interference is strictly prohibited on Skagway Studios. Examples of interference include:

1. Contacting another member via Skagway Studios Messages to warn them away from a particular member, shop, or item;

2. Posting in public areas to demonstrate or discuss a dispute with another member;
3. Purchasing from a seller for the sole purpose of leaving a negative review;
4. Maliciously clicking on a competitor's Promoted Listings ads in order to drain that member's advertising budget, also known as "click fraud."

Harassment

Any use of Skagway Studios Messages to harass other members is strictly prohibited. Similarly, Messages may not be used to support or glorify hatred. If you receive a Message that violates this policy, please let us know right away.

6. Privacy and Protecting Personal Information

You are responsible for protecting members' personal information you receive or process, and you must comply with all relevant legal requirements. This includes applicable data protection and privacy laws that govern the ways in which you can use Skagway Studios user information. These laws may require that you post and comply with your own privacy policy, which must be accessible to Skagway Studios users with whom you interact. Your privacy policy must be compatible with this policy and Skagway Studios' Terms of Use.

In particular, when you sell using our Services (subject to this Policy), you may receive and determine what to do with certain personal information, such as when communicating with users and entering into transactions with buyers. This means you process personal information (for example, buyer name, email address, and shipping address) and, to the extent you do so as an independent controller of data relating to other users that you may have obtained through the Services.

As a data controller (that is someone who decides what personal data is collected and the purpose you'll use the data for) to the extent that you process user personal information outside of the Services, you may be required under applicable data protection and privacy laws to honor requests received from such users for data access, portability, correction, deletion, and objections to processing. Also, if you disclose personal information without the buyer's proper consent, you are responsible for that unauthorized disclosure. This includes, for example, disclosures you make or unintentional data breaches. For example, you may receive a buyer's email address or other information as a result of entering into a transaction with that buyer. This

information may only be used for Skagway Studios-related communications or for Skagway Studios-facilitated transactions. You may not use this information for unsolicited commercial messages or unauthorized transactions. Without the buyer's consent, and subject to other applicable Skagway Studio policies and laws, you may not add any Skagway Studio buyer to your email or physical mailing list, use that buyer's identity for marketing, or obtain or retain any payment information.

Please bear in mind that you're responsible for knowing the standard of consent required in any given instance. If Skagway Studios and you are found to be joint data controllers of personal information, and if Skagway Studio/ Made in Skagway is sued, fined, or otherwise incurs expenses because of something that you did in your capacity as a joint data controller of buyer personal information, you agree to indemnify Skagway Studios for the expenses it occurs in connection with your processing of buyer personal information.

For more information, please see our Privacy Policy under the Terms of Use.

7. Creating and Uploading Content

As a member of Skagway Studios, you have the opportunity to create and upload a variety of content, like listings, Messages, text, photos, and videos. In order to keep our community safe and respectful, you agree that you will not upload content that is:

1. Abusive, threatening, defamatory, harassing, or otherwise in violation of any Anti-Discriminatory laws;
2. Obscene or vulgar;
3. In violation of someone else's privacy or intellectual property rights; or
4. False, deceptive, or misleading.

8. Building a Positive Reputation Through our Reviews System

Reviews are a great way for you to build a reputation on Skagway Studios.

Reviews and your response to reviews may not:

1. Contain private information;
2. Contain obscene, racist, or harassing language or imagery;

3. Be Discriminatory;
4. Contain prohibited medical drug claims;
5. Contain advertising or spam;
6. Be about things outside the seller's control, such as a shipping carrier, Skagway Studio or a third party;
7. Contain threats or extortion;
8. Include shilling or otherwise falsely inflate a shop's review score; or
9. Undermine the integrity of the Reviews system.

9. Providing Great Customer Service

We expect our sellers to provide a high level of customer service. By selling on Skagway Studios, you agree to:

1. Honor your shipping and processing times within reason. Sellers are obligated to ship an item or otherwise complete a transaction with a buyer in a prompt manner, unless there is an exceptional circumstance. Please be aware that legal requirements for shipping certain items vary by State.
2. Respond to Messages in a timely manner.
3. Honor the commitments you make in your shop policies.
4. Resolve disagreements or disputes directly with the buyer.
5. If you are unable to complete an order, you must notify the buyer and cancel the order.

As a seller, you must provide great customer service and maintain trust with your buyers.

10. Responding to Requests for Cancellations, Returns, and Exchanges

We ask buyers to contact sellers directly and attempt to resolve any outstanding issues before requesting assistance from the Skagway Development Corporation. For this reason, it is important that you fill out your shop policies and regularly respond to Messages from your buyers.

Return and exchange policies are up to the discretion of the Skagway Studio seller. This policy must be listed on the sellers page. Neither Skagway Development Corporation, Made in Skagway, or Skagway Studios can provide a return or exchange of an item. If you have a dispute, please see our dispute policy in the Terms of Use. Sellers agree to uphold the following policies in the event of an order cancellation due to: non-delivery and Not as Described.

Cancellations

If you are unable to complete a transaction, you must notify the buyer promptly and through the appropriate channel and cancel the transaction. If the buyer already submitted payment, you must issue a full refund. You are encouraged to keep proof of any refunds in the event a dispute arises.

Non-Delivery

A non-delivery occurs when a buyer places an order but does not receive the item. The following are examples of non-delivery cases:

1. There is no proof that the item was shipped to the buyer.
2. An item was not sent to the address provided on Skagway Studios.

Not as Described

An item is not as described if the buyer can demonstrate that it is significantly different from your listing description or your photos. The following are examples of not as described cases:

1. The item received is a different color, model, version, or size.
2. The item has a different design or material.
3. The seller failed to disclose that an item is damaged or is missing parts.
4. The buyer received the incorrect quantity of items (e.g., the buyer purchased three items but only received two).
5. The item was advertised as authentic but is not authentic.
6. The condition of the item is misrepresented (e.g., the item is described as new but is used).

Not as Described cases can also be filed for late delivery. In order to qualify as late delivery, the buyer must provide proof that all of these conditions have been met:

1. The item(s) were ordered for a specific date or event.
2. The item(s) are rendered useless after that date.
3. The seller did not ship the item(s) according to their processing time or the date agreed upon in Messages.

If Skagway Studios determines that an item is not as described, you will be required to refund the order, including original shipping and return shipping. SDC will disable sellers accounts who have had to cancelled orders more than five times due to an item being Not as Described.