

CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is a contract between you and **buynamebrandsonline.com LLC** doing business as (DBA) **designabiz.com** ("designabiz") and applies to your purchase of designabiz's products and to your use of the designabiz's "drop shipment" services (collectively the "Service") available through www.designabiz.com. If you do not agree to be bound by the terms and conditions of this Agreement, you will not be permitted to make any purchases.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement before you may become a customer of designabiz. In this Agreement, "you" or "your" means any person or entity using the Service ("Customers"). Unless otherwise stated, "designabiz," "we" or "our" will refer collectively to designabiz.com.

Unless otherwise specified, all references to a "bank" in this Agreement include savings associations and credit unions, and all references to a "credit card" include American Express, Discover, Visa and Master Card-branded debit cards.

1. Your status as a Customer. To become our customer, you must be a registered member with designabiz.com in order to use our Services; you must first register on our web site and agree to pay a non refundable fee of 88.88 U S DOLLARS (USD) per year. Your credit card will be charged 88.88 USD every year after **unless you cancel your membership**.

You are not obligated for continuing the annual fee of 88.88USD and may cancel at any time without a refund for your membership privileges. You are in complete control of your subscription which also requires you to cancel this subscription should you desire. For easy reference we have included cancellation instructions at the end of this agreement. The 88.88 USD fee allows us to offer our members true wholesale price and is charged to prevent sale of designabiz.com products to the general public and therefore will not create unfair competition for our members. Your cancellation of the membership must be received prior to the next billing cycle in order to avoid another annual charge. You agree and understand that you will not receive a refund if you fail to cancel subscription before next billing cycle.

You must also agree to each and every condition in this Agreement:

2. Our status as your Drop-Shipper. As your drop-shipper, i.e. a company which ships your sales directly to end-users, we perform a valuable service, which involves, however, a higher degree of risk. Since we ship to third parties based on your orders, it is impossible for us to retrieve the shipped products in case of fraud. Therefore, we will not provide our Services to you unless you make assurances and guarantees contained below.

3. Eligibility. Our Services are only available to persons that can form legally binding contracts under applicable law. Without limiting the foregoing, our Service is not available to minors (under 18) or persons who are suspended from our Service.

4. Identity Authentication. In order to reduce online fraud designabiz has the right to request a photocopy of your Driver's License and ask that you e-mail a copy of your Driver's License to customerservice@designabiz.com or mail a copy within 10 days of registration to Customer Service @ Designabiz.com PO Box 100934 Cape

Coral, FL 33910. You authorize designabiz, directly or through third parties, to make any inquiries we consider necessary to validate your registration and verify your identity. However, because user verification on the Internet is difficult, designabiz cannot and does not guarantee any user's identity. It is important to e-mail or mail a signed copy of this agreement along with a photocopy of your Driver's License within 10 days of registration in order to continue access to designabiz.com's Member's area of the website. Failure to comply will result in your account temporarily being disabled until this obligation is fulfilled.

5. Purchase Order/Login and password protection/Indemnification.

(a) Any purchase of a wholesale product or Service can be made only after you log in into the members area of designabiz.com using your user name and password. Designabiz will assign your user name and password within 24 hours of registration. You are responsible for the use and protection of user name and password.

(b) You understand and agree that all risk associated with unauthorized use of your log in and password are solely yours and agree to hold designabiz harmless and free of any claims, liabilities, demands for reimbursement, credit card charge-backs, or causes of action relating to such unauthorized use.

6. Delivery according to the instructions. Generally, you make purchases that must be delivered to a third person (your customer). You hereby agree to waive any claim, objection, or a credit card chargeback based on the assertion that you did not receive the order or that the order is not in your dominion or control.

7. a) Prepayment. Designabiz retains the right, and does request that the member provides a prepayment for order(s). If the prepayment is in the form of bank transfer, direct deposit, money order or cashier's check and if the prepayment is done in the form of bank transfer or cash direct deposit through PayPal the credit is applied to the account within 1 business day. If the prepayment is done in the form of a money order or cashier's check it will take 7 to 11 business days for funds to clear and credit be applied to the account.

b) Prepayment Refund. Designabiz Liability. If designabiz fails to fulfill their obligations, meaning that designabiz is unable to send out merchandise in 5 business days after the funds have cleared and the order is canceled, designabiz will issue a refund for the prepayment in the form of a credit to your credit card.

To offer these exceptional wholesale prices we ship these directly to you from the manufacturer and this is the reason most orders are received within 10 business days though it can take up to 21 days for your customer to receive their order. This is also the reason we follow each factories refunds or exchanges policy unless your customer did not receive the item ordered or the item is damaged and the factory is at fault. If this happens you agree to following instructions:

How to Return/Exchange Your Order:

Contact us within 5 days of receipt of your product [Customer Service](#) and include a copy of your order or the transaction ID number from your receipt page. Please tell us the item you received and how you know this is not the item you ordered. Advise us if you want a refund or an exchange.

We will email your return/exchange instructions that include a ship to address located in the United States along with a confirmation number:

All items returned/exchanged must be unworn and in the original box, and all original contents, (i.e. retro cards, or cases, etc.).

Refund/Exchanges must be returned within 5 days of delivery of your item.

Certain items can not be returned, i.e. products on our clearance page.

Return/exchange must include confirmation number to be processed.

Return/exchange shipping costs are reimbursed as long as they are returned via shipping as per our instructions and the return is due to factory error.

A credit for purchase price + return shipping costs via our instructions will be applied to your credit card once item is received. Exchanges will be processed once item is received.

If a member requests a refund of the prepayment for any reason other than specified in the "Designabiz Liability" section, a refund will be issued **only** if member contacts Designabiz **before the order ships**. This refund will be in the form of a credit to the member's card less a processing fee of 20% of the order total. The credit will be issued in 3 to 5 business days from the date a request is made. The member has a time limit of 30 days from clearing date to request a refund of the funds.

8. Legal Disputes. In the event any dispute arises between you and Designabiz in relation to this Agreement or any transaction relating thereto, all claims or actions, whether judicial, quasi judicial or administrative must be made in the Lee County, State of Florida. You hereby expressly agree to submit to jurisdiction of the appropriate Lee County court. If further agree that any claim or action against Designabiz may be prosecuted solely and exclusively in the Lee County State of Florida.

9. Attorney Fees. In case of any collection activity, dispute, litigation, claim, or action arising in relation to this Agreement, the prevailing party shall be entitled to compensation of reasonable attorney fees and costs of enforcement.

10. General.

(a) This Agreement is governed by and interpreted under the laws of the state of Florida.

(b) If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

(c) Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(d) Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. (e) This Agreement set forth the entire understanding between Customer and Designabiz with respect to the subject matter hereof.

RETURN POLICY

This return policy is applicable to all products that the individual factories state that they accept returns.

Exception Section - Items Not Covered Under this return policy:

Any product listed on a page where it states the factory does not accept returns.

Items may be returned only with prior authorization.

All shipping and handling fees are non-refundable with an exception where designabiz has made an error by shipping and incorrect item to the customer. In this case, Member must contact designabiz to obtain a return label or request a merchandise pick up. Once item is returned back to the warehouse a correct replacement unit will be shipped out or a credit issued for the full amount of the order if the correct unit is unavailable. Designabiz must be informed of the receipt of incorrect merchandise within 5 days of the delivery.

Unwanted Returns: Unwanted product returns will be subject to a 20% restocking fee and must have a Return Merchandise Authorization number (RMA#). Merchandise must be in the unused condition only. Does not include items listed in Exception Section.

Refused Delivery: Returns falling under this category will be treated as "Unwanted Returns", consequently they will be subject to a 20% restocking fee. The customer will also be responsible for the return shipping cost incurred by the action of refusing the delivery. Consequently, a credit will be issued less 20% restocking fee of the value of the merchandise and less shipping and handling fees both ways. If the refused delivery pertains to non returnable products, because these are shipped directly from the factory, no refund or credit will be issued. It is the responsibility of the member to recover these refused items and not the responsibility of designabiz.

Defective Items: A customer must return merchandise at their expense within 30 days from the date of delivery with prior Return Merchandise Authorization number.

If the return has been received to the factories warehouse after 30 days from the original day of the receipt of the merchandise, it will be sent to the Member at their expense.

All reimbursements are done in the form of a credit to the member's payment method. Refunds may take 3 to 5 business days to post back to the credit card.

SALES TAX

Resellers are not charged sales tax however because our business is located in Florida, Florida law requires that we charge residents sales tax unless resident sends us a copy of their resale sales tax ID number. Since Florida issues a new number every year our system is set up to automatically charge Florida residents sales tax on each sale. However once we have your sales tax ID number on file we will issue a credit to your credit card each time for the tax charged **from the date we receive** your resale sales tax ID number.

I agree to all the above terms:

Customer Signature

Date

Please e-mail signed agreement to customerservice@designabiz.com or mail a copy within 10 days of registration to Customer Service @ Designabiz.com PO Box 100934 Cape Coral, FL 33910. Please be sure to include all copies of the agreement.