

MASTER FRAMEWORK AGREEMENT

Effective Date: 25 February 2025

1. INTRODUCTION

Welcome to [IM Apparel]'s digital commerce and distribution network. This **Master Framework Agreement** governs the interaction between:

- **Suppliers, Retailers, and Distributors**
- **Customers & End Users**
- **Affiliated Clubs & Organizations**
- **Website Users & Registered Accounts**

By engaging with our platform, you agree to be bound by these terms, ensuring a **transparent, accountable, and efficient** commercial ecosystem.

2. REGISTRATION, ACCOUNTS & ACCESS

- Users must provide **accurate and complete information** upon registration.
 - **Multi-factor authentication (MFA)** is required for high-value transactions.
 - Accounts inactive for **3 years** will be deactivated, with **prior notification**.
 - **Suppliers & Retailers** must provide business verification documents before onboarding.
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3. PURCHASE TERMS & PAYMENT POLICY

(a) Website Orders

- **Full payment is required upfront** for all website orders.
- **Digital invoices** are automatically generated upon payment confirmation.
- **No cancellations or modifications** once an order enters processing.

(b) Bulk & Custom Orders

- **50% upfront payment required** for production commencement.
- Remaining **50% due upon collection or prior to shipment**.
- Orders not fully paid before delivery **will not be released**.

(c) Fraud Prevention & Transaction Security

- AI-driven fraud detection flags unusual transaction patterns.
- Suspicious accounts may be temporarily **restricted or permanently banned**.
- Bulk orders exceeding [\$25,000] require **additional verification**.

4. LOYALTY CREDIT SYSTEM & EXPIRATION

- Users receive **5% credit per finalized order**, credited instantly.
- **Clubs receive a 10% one-time credit** per direct purchase, deposited monthly – for Bulk orders.
- All club affiliated members who make digital purchases will also have 5% of their order, outside of their own individual 5% credit – into their community/club account, which will reflect with monthly updates – subjected to changing once blockchain infrastructure is complete for open transparency.
- Expired credits after **3 years** will be redirected into **community initiatives**.
- If an account is deleted, **all credits are forfeited**.

5. REFUNDS, RETURNS & EXCHANGE POLICY

- **Standard Apparel:** Size exchanges allowed **only if stock is available**.
- **Defective Products:** Must be reported within **7 days of receipt**.
- **Refund Eligibility:** Refunds apply **only for defective or unavailable items**.

6. CUSTOM WEAR & DESIGN APPROVAL POLICY

- **Customers approve final designs** before production begins.
- **12 – 14 week production timeline**, with early deliveries communicated.
- No cancellations, modifications, or refunds **after production starts**.
- Customers are responsible for verifying **sizing before approval**.

7. INTELLECTUAL PROPERTY RIGHTS

- All content, branding, images, and materials on this platform are **protected under international copyright and trademark laws**.
- Unauthorized reproduction, modification, or distribution of materials is strictly prohibited.

8. PRIVACY, DATA SECURITY & COMPLIANCE

- The company **complies with the Australian Privacy Act 1988 (Cth)** and **GDPR** (where applicable).
- Personal data is **securely encrypted and protected against unauthorized access**.
- No sale, sharing, or misuse of user transaction data is permitted.

9. DISPUTE RESOLUTION & GOVERNING LAW

- Users must first seek resolution through **customer support**.
- If unresolved, the dispute will proceed to **binding mediation**.
- Legal jurisdiction shall be **Western Australian courts**.

10. SHIPPING, DELIVERY & COLLECTION POLICY

- **Order status notifications** will be sent via email and account dashboard.
- Orders must be collected within **14 days** of notification, or storage fees apply.
- **Shipping delays due to external factors (e.g., customs, supply chain issues)** will be communicated.

11. FORCE MAJEURE & EXTERNAL DISRUPTIONS

- The company is **not liable for disruptions** due to natural disasters, global crises, or government-imposed restrictions.
- If affected, customers will be **notified of alternative solutions**.

12. PLATFORM LIABILITY DISCLAIMER

- The company is not responsible for **temporary service outages, cyberattacks, or unforeseen technical failures**.
- Users agree to hold the company harmless from **indirect damages caused by third-party services**.

13. FUTURE-PROOFING, SCALABILITY & TECHNOLOGY INTEGRATION

(a) Blockchain Transaction Transparency

- All transactions, including credits and purchases, may be logged onto a **blockchain ledger** for **verification and anti-fraud security**.
- Clubs and users can **track all transactions transparently**.

(b) AI-Driven Order Management

- **Predictive stock analysis** will minimize fulfillment delays.
- Customers will receive **AI-recommended sizing assistance**.

(c) Tiered Loyalty Expansion

- **Verified Retailers:** Unlock additional **bulk purchase discounts**.

- **Premium Clubs:** Gain access to **priority ordering & reserved inventory slots.**
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14. AGREEMENT UPDATES & POLICY MODIFICATIONS

- The company **reserves the right to update this Master Framework Agreement at any time.**
 - Registered users will receive **advance notifications of major changes.**
 - Continued use of the platform constitutes **acceptance of updated terms.**
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15. CONTACT INFORMATION

For inquiries, please contact **[Company Email]**.

By engaging with this platform, you acknowledge that you have read, understood, and agreed to this Master Framework Agreement.

Signed by: [Company Representative] _____