

Southern Cross Marketplace

Seller Agreement — Terms and Conditions of Marketplace Participation

Creative Women's Association | ABN 54 693 315 043

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Important Notice. This Agreement governs participation as a Seller in the Southern Cross Marketplace. A valid Unique Provenance Identifier (UPI) issued under CWA-REG-001 is a prerequisite for marketplace participation. By activating a seller account, you agree to be bound by this Agreement.

The Southern Cross Marketplace is a curated, provenance-verified marketplace for Australian cultural and craft producers. It is not an open marketplace. Participation requires prior UPI registration and ongoing compliance with this Agreement.

PART A — INTERPRETATION

1. Definitions

Terms defined in the Southern Cross Registry Terms of Registration (CWA-REG-001) have the same meaning in this Agreement. In addition:

"Agreement" means this Seller Agreement as amended from time to time.

"Marketplace" means the Southern Cross Marketplace, operated by CWA at creativewomensassociation.org, being an online multivendor marketplace for the sale of Craft and Cultural Products by registered Sellers.

"Seller" means a Registrant who holds a valid UPI and has activated a seller account on the Marketplace.

"Seller Account" means the individual vendor store and associated account created by a Seller on the Marketplace platform.

"Listing" means a product offered for sale or auction by a Seller on the Marketplace.

"RPC" means a Registered Provenance Credential, being the unique alphanumeric code automatically generated by the Marketplace system upon submission of a Product Provenance Declaration for each individual Listing.

"Product Provenance Declaration" means the self-declaration completed by a Seller in respect of each Listing, confirming that the listed product meets the provenance requirements of the Marketplace.

"Commission" means the percentage of each sale retained by CWA as set out in Clause 7.

"Membership Fee" means the monthly or annual fee payable by the Seller for access to the Marketplace, as published on the CWA website.

"Penalty Schedule" means the schedule of consequences for breach of this Agreement set out in Clause 13.

"Revoked Sellers Register" means the public register maintained by CWA of Sellers whose accounts have been terminated for breach of this Agreement.

PART B — MARKETPLACE PARTICIPATION

2. Eligibility

2.1 To participate as a Seller in the Marketplace, a person or entity must:

- hold a valid UPI issued under the Southern Cross Registry Terms of Registration (CWA-REG-001);
- be an individual or entity resident or registered in Australia;
- hold a valid Membership with CWA at a tier that includes Marketplace selling rights;
- have a valid Australian bank account for the receipt of vendor payouts; and
- agree to be bound by this Agreement.

2.2 CWA reserves the right to decline any application for a Seller Account without being required to provide reasons.

3. Seller Account Activation

3.1 Following successful UPI registration, an eligible Registrant may apply to activate a Seller Account.

3.2 Seller Accounts are not automatically activated. CWA reviews each application and activates accounts at its discretion.

3.3 Sellers will receive confirmation of account activation via the email address associated with their UPI registration.

4. Nature of the Marketplace

4.1 The Southern Cross Marketplace is a curated, provenance-verified multivendor marketplace. It is not an open marketplace. CWA acts as the marketplace operator and platform administrator, not as a party to transactions between Sellers and buyers.

4.2 CWA does not take title to any products listed on the Marketplace. All transactions are between the Seller and the buyer directly, facilitated by the Marketplace platform.

4.3 CWA provides the marketplace infrastructure, payment processing facilitation, provenance registry services, and the Southern Cross Mark certification framework.

PART C — LISTINGS AND THE RPC SYSTEM

5. Product Provenance Declaration and RPC

5.1 Before publishing any Listing, a Seller must complete a Product Provenance Declaration for that product. The declaration requires:

- the Seller's UPI;
- the product name and description;
- the primary material or medium used; and
- a signed acknowledgement in the following terms:

"I declare that this work was made by me (or under my direct supervision), that it meets the Southern Cross Marketplace provenance requirements, and that I accept that a proven breach of this declaration may result in account termination, financial penalty of \$500 AUD, and listing on the Revoked Sellers Register."

5.2 Upon submission of a complete Product Provenance Declaration, the Marketplace system will automatically generate an RPC for that Listing. The RPC will be displayed on the Listing page.

5.3 The RPC is specific to that individual Listing. A new RPC must be obtained for each new Listing. A single RPC cannot be applied to multiple products.

5.4 The Product Provenance Declaration is a self-declaration. CWA does not independently verify each declaration prior to publication of a Listing. Listings are subject to audit under Clause 11.

6. Listing Requirements

6.1 All Listings must:

- display a valid RPC;
- accurately describe the product, its materials, and its origin;
- include clear product photographs;

- state the price inclusive of any applicable GST; and
- comply with all applicable Australian Consumer Law requirements including accurate descriptions and consumer guarantee obligations.

6.2 Sellers may list products for fixed-price sale or, where the auction module is activated on their account, for auction with a reserve price, opening bid, and defined auction end date.

6.3 Sellers must not list products that:

- are mass-produced or manufactured outside Australia without significant Australian handcraft involvement;
- are sourced for resale from wholesale suppliers, dropshipping platforms, or overseas manufacturers;
- do not meet the eligibility criteria for a Craft and Cultural Product; or
- are prohibited under Australian law.

PART D — FEES AND PAYMENTS

7. Commission

7.1 CWA charges a Commission of 15% on the sale price of each transaction completed through the Marketplace. The Commission is deducted automatically from the sale proceeds before payout to the Seller.

7.2 The Commission is inclusive of platform administration, provenance registry services, and the Southern Cross Mark licence fee for marketplace use.

7.3 CWA does not charge separate listing fees or withdrawal fees.

8. Membership Fee

8.1 Sellers must maintain a current CWA Membership to participate in the Marketplace. The applicable Membership Fee tier and amount is published on the CWA website and may be updated by CWA on 30 days' written notice.

8.2 Membership Fees are separate from and in addition to the Commission charged on sales.

9. Payments and Payouts

9.1 Payments from buyers are processed through the Marketplace payment gateway. CWA uses Stripe and/or PayPal as payment processors.

9.2 Sellers will receive payouts of their net sale proceeds (sale price less Commission) to their nominated Australian bank account. Sellers may request a withdrawal at any time once an order has reached Completed status.

9.3 The minimum withdrawal amount is \$50 AUD. CWA does not charge withdrawal fees.

9.4 CWA is not responsible for delays caused by payment processors or banking institutions.

PART E — SELLER OBLIGATIONS

10. General Obligations

10.1 Sellers must:

- fulfil all orders promptly and in accordance with the product description;
- maintain accurate stock levels and update or remove Listings that are no longer available;
- respond to buyer enquiries within 3 business days;
- handle returns and disputes in accordance with Australian Consumer Law;
- maintain the accuracy of their Seller Account information; and
- comply with all applicable laws including the Australian Consumer Law, Privacy Act 1988 (Cth), and GST obligations.

10.2 Sellers are responsible for all packaging, postage, and delivery of their products to buyers. Sellers must dispatch orders within the timeframe stated in their Listing.

PART F — AUDIT AND ENFORCEMENT

11. Audit Triggers

11.1 CWA may initiate an audit of a Seller's account at any time. Audits may be triggered by, but are not limited to:

- a buyer complaint regarding product authenticity;
- a Listing volume that is inconsistent with handcraft production capacity;
- pricing that is inconsistent with authentic handcraft production costs;
- information or images that appear inconsistent with the declared production method; or
- a report from another Registrant or member of the public.

11.2 Where an audit is initiated, CWA will notify the Seller in writing and may request additional evidence within 14 days. Failure to respond within 14 days may result in suspension of the Seller Account pending resolution.

12. Account Suspension

12.1 CWA may suspend a Seller Account immediately and without prior notice where:

- there is credible evidence of a serious breach of this Agreement; or
- suspension is necessary to protect buyers or the integrity of the Marketplace.

12.2 A suspended Seller will be notified in writing and will have 14 days to respond before CWA makes a determination regarding account termination.

13. Penalty Schedule

13.1 Where CWA determines that a Seller has breached this Agreement, including by providing a false Product Provenance Declaration or listing products that do not meet the provenance requirements, the following consequences apply:

- (a) Immediate termination of the Seller Account and removal of all Listings.
- (b) Revocation of the Seller's UPI. The Revoked UPI will be recorded on the Revoked Sellers Register published on the CWA website.
- (c) A financial penalty of \$500 AUD, recoverable by CWA as a debt. Unpaid penalties may be referred to a debt recovery process.
- (d) Outstanding orders at the time of termination will be refunded to buyers at the Seller's cost.

13.2 CWA reserves the right to report serious or repeated breaches to relevant authorities including the ACCC.

13.3 The consequences in Clause 13.1 do not limit CWA's right to seek injunctive relief or damages in respect of a breach.

PART G — WHY PROVENANCE REGISTRATION MATTERS

14. The Value of Provenance

Participation in the Southern Cross Marketplace provides Sellers with the following benefits, consistent with the internationally recognised value of geographical indication and provenance systems:

- legal and reputational protection of their product identity from imitation and misuse within the Marketplace;
- the ability to compete on authenticity and reputation, not price alone;
- a permanent provenance identity (UPI) for long-term recognition and easier dispute resolution;
- access to a curated, verified marketplace with growing domestic and international reach;
- protection online through a verified RPC system that distinguishes authentic products;

- connection to a provenance chain that adds documented value to every product in the supply sequence; and
- alignment with emerging Australian and international frameworks for the recognition and protection of craft and cultural geographical indications.

PART H — GENERAL TERMS

15. Amendments

15.1 CWA may amend this Agreement at any time by publishing updated terms on its website and providing Sellers with 30 days' written notice. Continued use of the Marketplace following the effective date of amended terms constitutes acceptance.

16. Termination by Seller

16.1 A Seller may terminate their Seller Account at any time by written notice to CWA. Termination does not affect outstanding orders, which must be fulfilled or refunded by the Seller prior to account closure.

17. Limitation of Liability

17.1 To the maximum extent permitted by law, CWA's liability to a Seller is limited to the Commission amounts received from that Seller in the 3 months preceding the event giving rise to the claim.

17.2 Nothing in this Agreement excludes any guarantee or right under the Australian Consumer Law that cannot be excluded.

18. Governing Law

18.1 This Agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.

19. Contact

Creative Women's Association

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