

## AtmosFX Authorized Reseller Program Policies

To qualify and remain an AtmosFX Authorized Reseller, your business must adhere to this AtmosFX Authorized Reseller Policy at all times. Failure to do so could result in suspension or termination of your account on the AtmosFX Reseller Store or authorized distributors.

### **Maintain Current Business Information & Disclose All Locations That Carry AtmosFX**

Maintain accurate and up-to-date company information and disclose all retail locations, URLs, events/trade shows that carry AtmosFX throughout the term of your reseller relationship with AtmosFX. This includes both physical locations and online marketplaces where you sell AtmosFX products.

Qualifying retail locations can only be one of the following: your physical brick & mortar store(s), your commerce-enabled website(s), or temporary storefronts (events, trade shows, pop-up stores, etc.).

### **Sell on Approved Retail Website(s) Only**

Must only take orders via publicly accessible e-commerce enabled web pages hosted on approved websites owned and operated by your company.

**Selling on 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.) or direct messages on forums is prohibited without prior consent from AtmosFX. Selling on download sites, torrents, and other file-sharing platforms is strictly prohibited.**

Reseller agrees to remove AtmosFX product listings from these unapproved/unlisted channels after receiving a request notification from AtmosFX.

### **AtmosFX's Trademark & Brand Policy**

Must agree to comply with AtmosFX's Trademark & Brand Policy and represent yourself as a AtmosFX Authorized Reseller in all online advertising & sales collateral.

Setting up businesses, registering domain names, or social media usernames that contain any of AtmosFX's trademarks is strictly prohibited. To ensure compliance with AtmosFX's Authorized Reseller Policy, you must only use approved marketing materials provided by AtmosFX for all AtmosFX products. Altering product names, logos, artwork, video trailers, and other related media is strictly prohibited.

**Providing instructions, software, or tools that enables or encourages the illegal copying or ripping of our DVDs, SD Card products, or digital downloads is strictly prohibited.**

Please review AtmosFX's Trademark & Brand Policies in their entirety.

### **AtmosFX's Minimum Advertised Price Policy**

Ensure you understand and abide by AtmosFX's MAP Policy.

### **Sell to Retail Consumers Only**

You may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop-shippers for other retailers. Sell to your end consumers only unless you have been granted a separate AtmosFX Distributor Agreement.

### **Only Purchase AtmosFX Products Directly From the AtmosFX Reseller Store or Assigned & Authorized Distributor**

Do not buy AtmosFX products from other retailers, or from other sources not explicitly endorsed by AtmosFX. For a list of authorized AtmosFX Distributors please contact [sales@atmosfx.com](mailto:sales@atmosfx.com).

### **Only Sell AtmosFX Products in Original Packaging**

Do not alter original AtmosFX packaging in any way prior to reselling AtmosFX products. Removing AtmosFX products from packaging and reselling AtmosFX products in different packaging or under a different name is strictly prohibited. Ripping AtmosFX content for the purpose of reselling digital content is a violation of intellectual property rights laws and is illegal.

### **Confidentiality**

As a member of the AtmosFX Reseller Program you may be privy to sensitive or confidential information in regards to new products, pricing schemas and strategies, distribution strategies, or other proprietary information. Any and all such information is to be regarded as confidential and not shared with anyone, including other members in the AtmosFX Reseller Program. Anyone found to have shared sensitive or confidential information will result in suspension or termination of your account.

### **No Bundling AtmosFX Products Without Obtaining Permission**

Must not re-SKU or bundle AtmosFX products in your online assortments & data feeds without receiving prior written permission from AtmosFX.

### **Obey the Law, Abide by Policy Rules & Serve Customer Needs**

Must comply with all applicable laws, rules, regulations & policies related to advertising, sale, & marketing of AtmosFX products. Must provide a level of sales support & customer support for our customers that, at a minimum, demonstrate industry best practices.

**Failure to comply with any of the terms outlined in the AtmosFX's Authorized Reseller Policies may result in suspension or termination of your account.**