



## Reseller Brand Protection Policy

Crazy Creek Products (“BRAND”) hereby adopts this Reseller Brand Protection Policy (“Policy”) in order to protect its trademarks, service marks, certification marks, logos, and copyrighted material and prevent consumer confusion. BRAND requires each authorized person or entity (a “Reseller”) that purchases BRAND products (the “Products”) for resale or other distribution to agree to comply with this Policy.

**The rights granted in this Policy are only granted to authorized resellers. Any unauthorized or improper use of BRAND’s trademarks, copyrighted materials and other intellectual property or unauthorized sale of BRAND’s products may constitute infringement and unfair competition in violation of federal, state, and international laws.**

If you are an authorized BRAND Reseller, please consult your BRAND agreement for specific additional requirements applicable to your use of BRAND’s trademarks.

Reseller may use BRAND trademarks (but not logos or taglines) to identify BRAND products, services, and programs on packaging, promotional, and advertising materials, provided Reseller complies with the following guidelines:

### 1. General Trademark Guidelines

1. Reseller may not include any BRAND trademark in its company name, product or service name, or domain name.
2. Unless Reseller is licensed by BRAND under a licensing agreement, Reseller will not use BRAND logos.
3. Reseller’s company or product name may not be confusingly similar to any BRAND trademark and Reseller may not use BRAND trademarks in any manner that directly or indirectly implies BRAND sponsorship, affiliation, certification, approval, or endorsement of Reseller or its products.
4. Reseller may not shorten, abbreviate, or modify any BRAND trademark.
5. Reseller should include the following trademark attribution statement when it uses BRAND trademarks: “[List of marks used] are trademarks of BRAND.”
6. Reseller shall sell Products in their original packaging and may not remove or modify any labels, specifications, images, advertising and/or any other content related to the Products.

2. **No Resale on Online Marketplaces.** Reseller may not advertise or sell the Products on any third-party online marketplace or to any distributors or resellers for further sale or distribution on any third-party online marketplace without BRAND’s written consent.
3. **Reseller’s Company Brand.** Resellers may use the BRAND name, or any factual phrase, to describe their business, as in for example: “We sell BRAND products,” provided that the statement is true. Reseller must lead with its own company brand and cannot lead with the BRAND name. Reseller is not permitted to use the BRAND name in a manner that would lead consumers to believe that Reseller has an association or affiliation with BRAND that does not exist.

4. **Compliance with BRAND's Policies.** Reseller is required to comply with BRAND's Minimum Advertised Price (MAP) Policy. Reseller must handle and store the Products in compliance with BRAND's storage and handling policies. Reseller must comply with BRAND's warranty and customer support obligations. Reseller may not engage in any unfair business practices, false advertising, or fraud or modify BRAND's warranty.
5. **Copyrights.** Use of BRAND's copyrighted material is strictly prohibited without prior approval from BRAND. Such materials include, but are not limited to, design marks, content and text displayed on BRAND's website, mobile applications, or other documentation, photographs, diagrams, videos, images, and sound clips. If authorized, Reseller's use of BRAND's copyrighted material must be accompanied by BRAND's copyright notice.

This Policy is incorporated into any contract entered into between BRAND and Reseller with respect to Reseller's purchase or sale of the Products. In the event of a conflict between the applicable agreement and this Policy, the terms of the agreement will control. BRAND may amend this Policy at any time. BRAND reserves the right to prohibit any use of its trademarks that BRAND, in its sole discretion, deems unlawful or improper, even if such use is not expressly prohibited hereunder.

Crazy Creek Products LLC reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the amendments. If Crazy Creek Products LLC determines that a reseller is in violation of this Reseller Policy, Crazy Creek Products LLC may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

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