



## AUTHORIZED INTERNET RESELLER POLICY

***By purchasing Spank and iXS products for resale, you agree to adhere to this Reseller Policy.***

In order to ensure The Gravity Cartel, (“Spank and iXS”), resellers are able to sustain healthy margins on Spank and iXS products and ensure that Spank and iXS end-users are being provided a quality sales experience and customer support, Spank and iXS has announced this Reseller Policy (the “Reseller Policy”). Spank and iXS believes that its end-user customers are best served by having resellers who market Spank and iXS products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

Spank and iXS has also decided that, in order to maintain and protect the viability of the Spank and iXS reseller network for its products, in order to protect the value associated with Spank and iXS brands in connection with its products, and in order to ensure high-quality support by resellers to end-users of those products, resellers must comply with the following terms and conditions:

1. **Appointment.** Unless Spank and iXS objects, Reseller can advertise and sell the Spank and iXS Products to End-Users located in the United States of America ONLY in brick-and-mortar locations and on their own Internet URL locations;
2. **Third-Party Internet Marketplace Sales.** Reseller is prohibited from selling Spank and iXS products on Internet marketplaces including, but not limited to, Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, Rakuten, Sears, unless Reseller obtains written permission from Spank and iXS authorizing them to sell on specific Internet Marketplaces and under specific seller names. Spank and iXS may revoke or amend Reseller's Internet Marketplace Authorization by sending notice to Reseller and such revocation or amendment shall become effective upon delivery of such notice.
3. **Transshipping.** Resellers shall not transship products. Specifically, resellers shall not sell or transfer any Spank and iXS products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of Spank and iXS products to anyone at the request of Spank and iXS;
4. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale Spank and iXS products within the United States. Spank and iXS hereby expressly prohibits resellers from soliciting or consummating sales outside of the United States;
5. **Intellectual Property.** The use of the intellectual property of Spank and iXS, including, but not limited to, trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from Spank and iXS is prohibited;
6. **Sales Practices.** Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by Spank and iXS. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Spank and iXS products;
7. **Quality Controls.** Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Spank and iXS;
8. **MAP (Minimum Advertised Pricing) Policy.** Resellers are informed of Spank and iXS MAP Policies as they apply to the advertisement for sale of Spank and iXS products from resellers to end-users in the United States. There is no agreement, express or implied, between Spank and iXS and resellers with respect to the advertised or resale pricing of Spank and iXS products. If any director, officer, employee, representative, or other agent of Spank and iXS tries to coerce resellers to agree to the price at which resellers advertise or resell Spank and iXS products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify Spank and iXS at [sales@thegravitycartel.com](mailto:sales@thegravitycartel.com);
9. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all Spank and iXS products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;
10. **Product Packaging.** Resellers shall sell Spank and iXS products in their original packaging. Relabeling, repackaging, bundling and other alterations are not permitted without written permission from Spank and iXS. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their

packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products; and

11. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by Spank and iXS from time to time which may be changed by Spank and iXS in its sole discretion.

Spank and iXS 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 Spank and iXS determines that a reseller is in violation of this Reseller Policy, Spank and iXS 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.**

Any questions regarding this Reseller Policy must be emailed to: [brandprotection@thegravitycartel.com](mailto:brandprotection@thegravitycartel.com)