

WAVHELLO

TRADEMARK TERMS OF USE

(Last Modified August 1, 2018)

Trademarks. For the purpose of trademark management, WavHello (“WH”) defines ‘WavHello Products’ (“Product”) as the sum of the following three parts:

1. Physical WH Products (unaltered packaging containing Product)
2. All marketing materials prescribed for distribution with said Product
3. Warranties and protections offered purchasers when purchasing Products from WH, or from participants in WH’s Authorized Reseller Program.

Products not containing the sum of its parts (products purchased from unauthorized resellers, who by definition, operate with no warranty protections that WH is contractually bound to honor for example) are defined by WH policy as ‘materially different’ from WH products sold to end users (customers) by WH or participants in WH’s authorized reseller program, and thus are not authorized for resell. Products not purchased from this website, a partnering WH owned website, or participants of WH’s Authorized Reseller Program are absent Product part 3 as defined above, and are thus not suited for resell, lest an incomplete and thus materially different product be sold in violation of WH’s trademark. Warranties and protections offered purchasers when purchasing Products from WH, or from participants in WH’s Authorized Reseller Program cannot be sold or purchased, and are held exclusively by WH, or conferred contractually to participants in WH’s Authorized Reseller Program. As all commercially available parts of WH Products as defined above cannot be purchased from WH, or a participant in WH’s Authorized Reseller Program, or acquired through any means other than contractual agreement with WH as part of the Authorized Reseller Program; You acknowledge not to resell WH products purchased absent an Authorized Reseller Agreement, lest You violate WH’s trademark for the sale and distribution of WH Products containing ‘material differences’ from Products sold using WH’s authorized channels of distribution. By acknowledging and agreeing to these terms, you further acknowledge any unauthorized resell as described above to be in violation of U.S.Trademark law, as an excepted party to the First Sale Doctrine, due to the sale or distribution of WH Products, which exhibit a ‘material difference’ (i.e.; no consumer protection or warranties that WH is bound by the FTC or contractually to honor) from products offered by WH, WH affiliated websites, or participants in WH’s Authorized Reseller Program.

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