

1. **Introduction.**

The high quality of DSS Products is the direct result of DSS's investment in design, innovation and engineering. It is critical that consumers see the value in these Products, and that DSS maintains its reputation for providing premium products to consumers. DSS also recognizes that our success is tied to the success of our network of Resellers. We know that many of our Resellers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our Reseller's efforts. As a result, DSS has unilaterally established this Minimum Advertised Price ("MAP") Policy for certain DSS Products sold by Resellers in the United States and Canada.

2. **Policy Statement.**

DSS, in its sole discretion, reserves the right to discontinue doing business with any Reseller that advertises any DSS Products covered by this MAP Policy at a price lower than the MAP.

3. **General Guidelines.**

- (a) The Products covered by this policy can be found at the following website: <http://dssgames.com/pages/mapp> ("MAP Products"). DSS may, in its sole discretion, modify the list of MAP Products from time to time.
- (b) DSS will also provide its Resellers with a schedule that outlines "MAP Free" periods and/or discount maximums ("MAP Schedule"). The MAP Schedule may be updated from time-to-time by DSS.
- (c) DSS recognizes that Resellers are free to make their own decisions to advertise and sell any DSS Product at any price they choose, without consulting or advising DSS. Similarly, DSS will exercise its right to make its own decisions regarding the DADP, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
- (d) The MAP Policy applies to prices advertised to consumers, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
- (e) The MAP Policy is not a contract, nor an offer to form a contract. DSS does not ask, and will not accept, any agreement about a Reseller's compliance with or acceptance of this MAP Policy.
- (f) DSS Sales Representatives or other DSS employees are not authorized to amend, waive or negotiate any terms of the MAP Policy. All questions should be directed to support@dssgames.com.

4. **Advertising Guidelines.**

- (a) The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- (b) The MAP Policy does *not* apply to on premise, point-of-sale, or in-store advertising that is not distributed to customers.
- (c) Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the Reseller (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
- (d) It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to DSS Products, so long as no price is listed.
- (e) This MAP Policy also applies to any activity which DSS determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'group purchases' and the like.
- (f) Advertisements which do not state a price, but which directly or indirectly advertise MAP Products below applicable minimum advertised prices violate this policy. This includes advertisements with the phrases such as "on sale", "guaranteed lowest price", "lowest price of the season", "will not be undersold", "too low to advertise", "place in cart for best price", "see cart for final price", or any other description which either states or implies that the price is discounted or less than the MAP. However, it shall *not* be a violation of this MAP Policy to advertise *in general* that the Reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the Reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- (g) Pricing information displayed at the final online checkout stage of a transaction is not considered "advertising" under this MAP Policy. The "final online checkout stage" is the stage when the MAP Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information. Pricing information in the "shopping cart" or "checkout" stages must be obscured technically so that it is not retrievable by

shopping and pricing engines, and not displayed on search page results within the Reseller's own website

- (h) From time to time, DSS may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such event, DSS reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time ("Non-MAP Dates"). Further, DSS may announce promotions that are applicable to all Resellers, during which promotional periods a Reseller that advertises a MAP Product in accordance with the terms of the authorized promotion will not be deemed to have violated to this MAP Policy. A list of Non-MAP Dates can be found at the following website: <http://dssgames.com/pages/mapp>. DSS reserves the right to modify the Non-MAP Dates from time to time.

5. **MAP Policy Enforcement.**

- (a) Consequences of Non-Compliance with MAP Policy:
 - i. First Violation: Notification by DSS to Reseller and offense will be recorded in DSS Internal Log.
 - ii. Second Violation: Potential for DSS to do any or all of the following:
 - a. cancel any pending Reseller orders;
 - b. restrict future Reseller orders;
 - c. suspend Reseller's account for certain period;
 - d. terminate Agreement with Reseller.
- (b) If a Reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then DSS will consider this to be a violation by the Reseller.
- (c) DSS's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
- (d) DSS Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy.
- (e) DSS monitors the advertised prices of Resellers, either directly or via the use of 3rd party agencies or tools.
- (f) The MAP Policy will be enforced by DSS in its sole discretion and without notice. Resellers have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of this Agreement, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: support@dssgames.com .

- 6. **Effective Date.** This MAP Policy is **effective January 1, 2023** and supersedes all prior DSS policies and/or representations regarding minimum advertised prices or resale prices for DSS Products applicable to any Reseller. To the extent that any provision, term, or agreement governing the relationship between DSS and any Reseller may be construed in a manner that is inconsistent with the terms of this MAP Policy, the terms of this MAP Policy control