



# Online Reseller Policy

## Policy Purpose

Hey Meepling has determined that its interests, and the interests of its customers, are best served through the adoption of an Online Reseller Policy (“Policy”).

Hey Meepling designs, manufactures, and markets products under the Hey Meepling premium brand, which identifies those products to the consuming public as having characteristics of excellence and superior quality.

The Online Reseller Policy shall apply to retailers selling online (“Resellers”), who resell Hey Meepling’s products to customers.

Hey Meepling is adopting this Policy to help preserve the standard for providing end users with high quality products and superior after-sales support and to further enhance the Hey Meepling brand image and its competitiveness in the marketplace.

This Policy is designed to:

- (1) Ensure its products’ quality, reliability, and safety;
- (2) Support the Hey Meepling brand as a premium offering; and
- (3) Support Resellers to provide top-level service to their customers.

Hey Meepling greatly values the efforts of all Resellers to distribute Hey Meepling products and support our customers. This Policy has been unilaterally adopted by Hey Meepling for the benefit of all Resellers and will be uniformly enforced.

## Policy Coverage

This Policy applies to all Hey Meepling products sold by its Resellers through approved Online Websites and sets forth the terms and conditions under which Hey Meepling authorizes an account to sell Hey Meepling products (“Products”) online. No Reseller is authorized to sell Products online unless its account is in good standing, complies with all terms and conditions in this Policy and all other sales policies and has received an email confirmation from Hey Meepling that the account was reviewed and approved to sell Products online. Hey Meepling reserves the unilateral right to modify, suspend, or discontinue this Policy, in whole or in part.



## Authorized Online Resellers

Subject to the terms and conditions of this Policy and Hey Meepling's unilateral approval of an account to be a Reseller, Hey Meepling authorizes the Reseller to market, advertise, offer to sell, and to fulfill orders for Products on the Internet only through its company website. The Reseller shall maintain its authorized website in compliance with this Policy. A Reseller shall not advertise its website as "exclusive", "official", "certified", "factory direct", or "factory outlet" or the like in relation to the Products or Hey Meepling.

## Limitations

Resellers may only sell its Products through their authorized website. Resellers are not authorized to sell Hey Meepling Products through online marketplaces, including but not limited to Amazon, Etsy, Ebay, or any other marketplace that is not directly owned by the Reseller and authorized by Hey Meepling.

## Product and Brand Recognition

Subject to the terms and conditions of this Policy and as further described below, Hey Meepling authorizes the reseller to use the Hey Meepling logo, trademarks, trade names, Product images, Product descriptions, and Product specifications located on the Hey Meepling Website [www.meepling.com](http://www.meepling.com) ("Website").

All Product names and trademarks must be accurate and with correct spelling as set forth on the Website. When Products that are co-branded by Hey Meepling and another company, Resellers are required to include both Hey Meepling and the other company in the name and/or description of the product as set forth on the Website.

Resellers can pull images from the Website for use in product advertising or listings and/or take their own images or videos of the Product for their use. Product should be represented by a minimum of one (1) image and accompanied by appropriate Product description and specifications. If the Reseller creates its own product description, it should be accurate and not misleading in any manner and should include all detailed specifications as found on the Website. The Reseller is responsible for keeping up-to-date with Hey Meepling product descriptions, pricing, and specifications by reviewing the Website regularly for any updates to ensure compliance with this Policy.

All Hey Meepling intellectual properties, including but not limited to logos, Product images and descriptions, lifestyle photography, video content, additional content on the Website, Hey Meepling social media channels and Product reviews, trademarks and trade names are the exclusive property of Hey Meepling and its affiliates. Any use by the Reseller as permitted in this



Policy must be used in accordance with this Policy and any terms and conditions on the Hey Meepling Website including content use regulations. As the exclusive owner of its intellectual property, Hey Meepling reserves the right at any time to change, modify, or delete the limited use of its trademarks including but not limited to use of any trademarks as pay-per-click search advertising copy.

Hey Meepling brand name and Products must be spelled correctly and in full on the Reseller website. If the Reseller misuses the brand name or the brand, Reseller shall promptly correct any errors and Hey Meepling reserves the right to prohibit the Reseller from selling the Products online.

## Reseller Affiliates

Resellers are permitted to have 3rd-party affiliates (“Affiliates”) advertise, promote, and direct visitors to the Reseller’s website. On the condition that such 3rd parties comply with this Policy. The Reseller must ensure that its Affiliates (“Reseller Affiliates”) comply with the following requirements or the Reseller will be terminated:

A Reseller Affiliate must not state or imply that it has a direct relationship with Hey Meepling. Resellers must not be affiliated with an entity or individual that (a) uses the Hey Meepling trademarks or Product images, descriptions, or names in its URL, (b) uses Hey Meepling trademarks, copyrighted images, and descriptions, graphics, or text, or (c) otherwise represents that its site is directly associated with Hey Meepling. Resellers must not be affiliated with any entity or individual that infringes any of the foregoing, including but not limited to any site that copies or resembles the look and feel of the Hey Meepling website.

Reseller Affiliates must not bid on, purchase, or use the search terms “Hey Meepling”, “Meepling”, or “[www.meepling.com](http://www.meepling.com)”, or other trademarks, Product names, or any misspelling or variant thereof on websites, search engines, search portals, or like websites.

All Reseller Affiliates are responsible for keeping up-to-date with Hey Meepling Product descriptions, pricing, and specifications by reviewing the Hey Meepling Website regularly for any updates to ensure compliance with this Policy.

Only the authorized Reseller website may transact the sale of the Products. Reseller Affiliates are not permitted to transact any sale of the Products, only direct customers to the Reseller’s approved website.



## Comparison-Shopping Engines

Comparison Shopping Engines or Comparison Websites (collectively “CSE”) are not permitted to advertise Hey Meepling products or direct customers to the Reseller for purchase of Hey Meepling products.

## Advertising

Resellers and Reseller Affiliates may promote the Products through online advertising, including pay-per-click search advertising, display advertising, email, social media advertising and marketing, and mobile advertising.

Each Reseller remains free to sell Hey Meepling Products at any price(s) it chooses, however, failure to comply with the applicable Hey Meepling Online Reseller Policy will have consequences as set forth in that Policy.

The following words and phrases may not be associated with the Hey Meepling brand and Hey Meepling in-line Products in any online advertising or Reseller websites: “blow out”, “cheap”, “discount(ed)”, “discounter”, “savings”, “save”, “markdown”, “clearance”, “for less”, “best price”, “lowest price”, “lower price”, “unbeatable price”, “bargain”, “under PXXX”, “below PXXX”, “budget price”, “steal”, “reduction”, “reduce(d)”, “price slash”, “slashed prices”, “price cut”, “decreased price”, “blowout”, “PXXX savings”, a strike through of Hey Meepling’s MSRP pricing (e.g. “~~P500~~”).

Although discouraged, Hey Meepling Products that are discontinued (either for a season or permanently) may be featured in advertising for clearance or end-of-season sale events and the words and phrases set forth above may be associated with discontinued Products provided such advertising clearly identifies the Product as “discontinued”.

A Product is considered discontinued if it is no longer featured on the current Hey Meepling Online Shop(s).

All online advertisements using the Products, or any Hey Meepling Intellectual Property, must fully comply with all local laws on advertising.

## Website Standards

Reseller websites must comply with all applicable local laws, including, but not limited to all truth-in-advertising laws. In addition, Reseller websites must meet the following minimum standards or contain the following elements:



Easy global site access is required for all consumer service telephone numbers, addresses, email, hours of operation and return policies and processes.

A “Shopping Cart” is required in which a consumer can change quantities and/or remove items. There must be a checkout process that provides a clear statement of all charges including shipping and taxes. An order confirmation number should be provided upon the submission of a completed order total that, at a minimum, allows the consumer to track purchased Products.

Order processing and shipment should be completed within forty-eight (48) hours (excluding weekends and major local holidays) at the quoted shipping cost. Information should be provided regarding the expected arrival of any backordered items within forty-eight hours of consumer order (excluding weekends and major local holidays). The consumer must have the option to cancel the order upon notification of the item being on backorder. A Product returns policy and credit system should be adopted that is adequate for consumers to return merchandise to the Reseller and receive credit for items purchased through the Reseller website.

Reseller sites must have a secure transaction form using encrypted data streams or secure encryption technology, and must be PCI compliant, and a high standard of transaction security should be maintained, including technology advances that become available.

Reseller websites will post and enforce a privacy policy compliant with applicable local laws and regulations.

Reseller websites shall be in good taste and reflect favorably on the Hey Meepling brand, Products, services, employees, and ambassadors. Content shall not contain profanity, defamatory statements, pornography, sexually explicit materials, political materials, or contain any derogatory statements or slurs related to race, gender, ethnicity, national origin, sexual orientation, physical or mental disabilities, or any other protected classes. All content must be accurate, complete, and current. All content shall not infringe upon any third party intellectual property rights or rights of publicity.

## Warranty and Limitations of Liability

The Reseller and Reseller Affiliates should conspicuously post and comply with any warranty and limitations of liability requirements applicable to any Products sold on their website.

## Registered URLs

Resellers may not register any URL using Hey Meepling trademarks, including, but not limited to “Hey Meepling” or any Product, collection, or series names or any misspelling variation thereof including typos or alphanumeric. If a Reseller is found to own this type of URL, the Reseller



agrees it will transfer the domain ownership to Hey Meepling or its affiliates and it will be responsible for all related costs.

## Intellectual Property

Hey Meepling is the sole owner of all intellectual property rights associated with its products, including, but not limited to, all patent licenses, copyrights, registered and applied-for trademarks, trade names, brands, images, descriptions, and likenesses of its products (“Intellectual Property”). No alterations or assignments to Hey Meepling’s Intellectual Property will be allowed without prior written consent from Hey Meepling.

Hey Meepling reserves the right to revoke Intellectual Property usage privileges at any time for any reason without prior notification or warning to any Reseller.

Resellers acknowledge that Hey Meepling is the owner of the Intellectual Property and confirm and agree that any use of the Intellectual Property by the Resellers and any goodwill generated by its use by the Resellers shall inure to the exclusive benefit of Hey Meepling.

## Policy Violations

Hey Meepling shall determine any noncompliance of this Policy, in its sole discretion. Hey Meepling will not accept any communication from any Reseller regarding their compliance with this Policy. In the event a retailer chooses not to follow this Policy, Hey Meepling has the unilateral right to:

- (a) Revoke marketing allowances;
- (b) Revoke Intellectual Property use privileges; and/or
- (c) Terminate the business relationship altogether.

## Policy Modifications

Hey Meepling reserves the unilateral right to modify, suspend, or discontinue this Policy, in whole or in part, or designate promotional periods during which the terms of this Policy change or designate periods of time during which this Policy is not applicable. In such an event, we reserve the right to modify or suspend this Policy in whole or in part by notifying all Resellers of the duration and nature of the change.



## Contact Information

Hey Meepling sales personnel and rep companies have no authority to modify or grant exceptions to the Policy or have any communications with any Reseller regarding the terms or non-compliance with this Policy. All questions or comments regarding this Policy are to be directed to the Policy administrator at [hey@meepling.com](mailto:hey@meepling.com).