

Authorized Online Seller Agreement



SuperSprings International, Inc.
505 Maple Avenue
Carpinteria, CA 93013

WEBSITE supersprings.com
PHONE (805) 745-5553
EMAIL info@supersprings.com

This SuperSprings International Inc. Authorized Online Seller Agreement (the “Agreement”) is hereby entered into by and between SuperSprings International Inc. (“SuperSprings”) and the undersigned Seller (“Seller” or “you”) (collectively, the “Parties” and individually, a “Party”). The “Effective Date” of this Agreement is the date this Agreement is accepted by SuperSprings after being agreed to by you.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective SuperSprings International Inc. Authorized Distributor Policy or SuperSprings International Inc. Authorized Reseller Policy, as applicable to Seller (the “Terms”). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Terms.
2. **Authorization of Online Sales.** The Terms prohibit the sale of Products on any website, online marketplace, mobile application, or other online forum without the prior written consent of SuperSprings. Execution by SuperSprings of this Agreement constitutes SuperSprings’ consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, Seller may market for sale and sell Products solely and exclusively at the website(s) and/or mobile application(s) identified as approved by SuperSprings in the Application for Website Approval above (the “Authorized Websites”). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum.
3. **Operation of the Authorized Websites.** Seller’s approval to sell SuperSprings Products on Authorized Websites is conditioned on adherence to the following terms and conditions:
 - (a) The Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). The Authorized Websites must not give the appearance that they are operated by SuperSprings or any third party.
 - (b) Anonymous sales are prohibited. Seller’s full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Websites and must be included with any shipment of Products or in an order confirmation email delivered at the time of purchase.
 - (c) At SuperSprings’ request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.
 - (d) The Authorized Websites shall have a mechanism for receiving customer feedback and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to SuperSprings for review upon request. Seller agrees to cooperate with SuperSprings in the investigation of any negative online review associated with Seller’s sale of the Products and to use reasonable efforts to assist in resolving such reviews.

- (e) The Authorized Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.
 - (f) Seller shall be responsible for any applicable taxes associated with its sales of Products through the Authorized Websites and any returns of Products purchased through the Authorized Websites.
 - (g) Other than a drop-ship arrangement with SuperSprings or a SuperSprings Authorized Distributor, Seller shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products without the prior written consent of SuperSprings. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than Seller’s.
 - (h) In marketing the Products on the Authorized Websites, Seller shall only use images and descriptions of Products either supplied by or authorized by SuperSprings and shall keep all Product images and descriptions up to date.
 - (i) To the extent that one or more of the Authorized Websites is a storefront on a third-party marketplace website, including, but not limited to storefronts on Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, SuperSprings reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through such storefronts.
4. **Intellectual Property.** The license granted to Seller to use the SuperSprings IP in the Terms is hereby amended to authorize use of the SuperSprings IP on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the SuperSprings IP except as granted in the Terms or herein. Seller’s license to use the SuperSprings IP on the Authorized Websites shall be revoked immediately upon termination of this Agreement.
 5. **Termination.** SuperSprings, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites, and Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller’s authorization to use SuperSprings IP on such websites shall be revoked. SuperSprings may terminate this Agreement with written notice at any time. On termination of Seller’s status as an Authorized Distributor or Authorized Reseller pursuant to the Terms, this Agreement shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.
 6. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Terms or Sections 2 (Authorization of Online Sales), 3 (Operation of the Authorized Websites), 4 (Intellectual Property), or 5 (Termination) of this Agreement, it is agreed and understood that SuperSprings will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by SuperSprings to exercise any right(s) herein or to insist upon full compliance by Seller with Seller’s obligations herein shall constitute a waiver of any

provision herein or otherwise limit the right of SuperSprings to fully enforce any or all provisions and parts thereof.

7. **Indemnification.** Except as otherwise provided herein, Seller shall, and hereby does, indemnify, defend, save and hold harmless SuperSprings, and its directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Agreement by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.
8. **Miscellaneous.**
- (a) **Modification.** SuperSprings reserves the right to update, amend or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.
 - (b) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.
 - (c) **Severability.** If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.
 - (d) **Assignment.** This Agreement may not be assigned or transferred by Seller without the prior, written consent of SuperSprings. SuperSprings is entitled to assign this Agreement, in whole or in part, without Seller's consent to any SuperSprings-affiliated company or to any entity to which SuperSprings sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.
 - (e) **Entire Agreement.** This Agreement, the Terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.
 - (f) **Construction.** The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more

strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

- (g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (h) **Governing Law.** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to its choice of law rules.
- (i) **Confidentiality.** This Agreement, and its attachments, if any, constitute confidential, proprietary information of SuperSprings and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third-party without the prior written consent of SuperSprings.
- (j) **Survival.** The following provisions shall survive the termination of this Agreement: Section 4 (Intellectual Property); Section 7 (Indemnification); Section 8(h) (Governing Law); Section 8(i) (Confidentiality); Section 8(j) (Survival); Section 8(k) (Dispute Resolution) and Section 8(l) (Waiver of Jury Trial).
- (k) **Dispute Resolution.** In the event of a dispute over the terms or performance under this Agreement, the Parties expressly submit to personal jurisdiction and venue in the federal or state courts of record in Santa Barbara County, California. In the event of a breach or threatened breach of this Agreement by Seller, Seller is responsible for SuperSprings' attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.
- (l) **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

The Parties have caused this SuperSprings International Inc. Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

SuperSprings International Inc.,
a California corporation

SELLER: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SIGNATURE DATE: _____

SIGNATURE DATE: _____