

Mega Motion, LLC Minimum Advertised Price (MAP) Policy

Effective August 1, 2016

Mega Motion, LLC has implemented the following unilateral manufacturer Minimum Advertised Price (MAP) policy for all U.S. customers who market, purchase and resell Mega Motion products. This MAP policy shall apply to the advertised price of certain Mega Motion products. Mega Motion reserves the right, in its sole discretion and from time to time, to modify the list of Mega Motion products that this MAP policy applies to as well as the MAP associated with a particular Mega Motion product or products. This MAP policy does not constitute an express or implied agreement between Mega Motion and any dealer or reseller of Mega Motion products and Mega Motion does not seek and will not accept any express or implied agreement from any dealer regarding this policy. Mega Motion shall unilaterally enforce its policy and reserves the right to deny or deactivate a dealer or distributor that does not adhere to Mega Motion's MAP policy.

- In order to maintain the good reputation of Mega Motion and promote responsible practices in connection with the sale and service of Mega Motion products, Mega Motion, LLC does not allow Mega Motion products to be advertised below the MAP established and revised by Mega Motion from time to time. MAPs for Mega Motion brand products are available at www.Mega-Motion.com. Resellers are responsible to regularly confirm MAP for all Mega Motion products.
- A price must always be shown for MAP products. Note: Advertisements suggesting that a product may be added to a cart for pricing is inconsistent with this policy and will be regarded as a violation.
- Any Mega Motion product advertised below MAP in any and all media violates this MAP policy and is strictly prohibited.
- Instructions to "call / e-mail for lowest price", "call / email for lower price" or "call / e-mail for price" or an advertising statement that the dealer has "the lowest prices" or "price matches" are acceptable if the product is not advertised as having a price at or below MAP. Instructions to "call / e-mail for special offer" are acceptable if the product is advertised at the MAP price.
- Any advertised discount or price reduction including but not limited to coupons or other discounts displayed next to a Mega Motion product in any media is considered a direct violation of the MAP policy if the cumulative advertised price is below MAP. To the extent the dealer is advertising a "coupon" or discount for use with a Mega Motion product the value of the coupon or discount shall be deducted from the listed price to determine the advertised price. Dealer is permitted to offer coupons in the following manner only:
 - Consumer must call in to the dealer, thus becoming a customer of the dealer, to receive a coupon or coupon code to be used at checkout; or
 - Consumer must enter their email address on the dealer's website, thus becoming a customer of the dealer to receive a separate email with a coupon or coupon code to be used at checkout; or
 - Consumer must visit a dealer's physical location, thus becoming a customer of the dealer, to receive a coupon or coupon code to be used at checkout; or,
 - Consumer is a current customer of the dealer and has received a coupon or coupon code directly from the dealer.
- Pop-up ads and/or chat boxes advertising a price lower than MAP are considered a violation of the MAP policy. Note: This does not apply once the consumer has engaged in the chat conversation.

- Advertising or selling a Mega Motion product as part of a package or bundle that attributes value to the MAP product that is lower than Mega Motion's Minimum Advertised Price policy is strictly prohibited.
- The dealer is responsible to ensure that all their websites, including 3rd party websites such as, but not limited to Amazon, Bing, Craigslist, eBay, Google, Yahoo, etc. where Mega Motion products are listed contain accurate MAP information. It is the responsibility of the Internet retailer to stay current with all MAP guidelines and information, which is located at www.Mega-Motion.com
- In order to not restrict trade, the MAP policy is unilaterally established and maintained by Mega Motion, applies only to the minimum advertised price and does not apply to the price at which the product is sold to individual customers.
- Each dealer is expected to independently determine the price at which it sells designated Mega Motion products.
- Photos used for advertisement purposes must be an accurate representation of the product being sold.
- Dealers may advertise or offer new Mega Motion products on a 3rd party "auction" website (i.e., Amazon, Bing, Craigslist, eBay, Google, Yahoo, etc.) in conjunction with the site's rules and regulations as long as the format for the sale is "buy it now" or a fixed price at or above MAP.
- Mega Motion products that have been used for demonstration purposes, are a floor model, loaner, rental or previously owned by a customer, where the dealer has ownership of the device may be advertised and sold in a dealer's showroom, on a dealer's website or a 3rd party "auction" website in conjunction with the site's rules and regulations as long as the device is clearly marked as **used**. Any other description of the product including, but not limited to "like new", demo, "open box" or previously owned is strictly prohibited. Used items:
 - Must be sold "as is" and clearly marked as such;
 - May not indicate, infer or imply that a manufacturer's warranty is included with the product;
 - Must show images of the actual used, unboxed product; and,
 - Must include the serial number of the actual used item in the description of the product.
- Dealers may not reference the existence of Mega Motion's Minimum Advertised Price (MAP) policy, or indicate that they are precluded from advertising a lower price in any form of communication. Using the words "Minimum Advertised Price", "MAP" or any similar wording may not appear in any advertisement featuring Mega Motion products or private label products manufactured by Mega Motion.
- This MAP policy applies to any activity that Mega Motion, LLC determines, in its sole discretion, is designed to circumvent the intent of this MAP policy.

MAP Policy Violation Guidelines

If Mega Motion determines, in its sole discretion, that a reseller has violated, or taken action inconsistent with this policy, Mega Motion, LLC reserves the right, in its sole discretion, to terminate its supply arrangements with any reseller. Mega Motion, LLC will not negotiate with a party violating this policy nor will it accept any agreement from a reseller to acquiesce to the terms of this policy. Mega Motion, LLC will provide notice of violations and review advertisements to determine correction and continuing compliance. While Mega Motion reserves the right to act immediately to suspend and/or terminate supply arrangements with any reseller, Mega Motion offers the following guidelines regarding detection of violations and Mega Motion's anticipated course of action:

1. **First Violation:** An email notification will be sent to the authorized dealer identifying the violation. Mega Motion will examine the public record to confirm correction within 24 hours. If no evidence of correction is discovered, Mega Motion will treat this as a second violation and reseller's account will be suspended.
2. **Second Violation:** Any violation within 12 months of the first violation will be considered a second violation. An email notification will be sent to the authorized dealer and the dealer's account will automatically be suspended for a period of 10 days. The suspension will begin when the email notification is issued. Mega Motion will examine the public record to confirm correction. If no evidence of correction is discovered, Mega Motion will treat this as a third violation. Note: For internet retailers, Saturday, Sunday and Holidays are all considered business days.
3. **Third Violation:** In addition to the immediately preceding provision regarding evidence of correction within 10 days, any violation within 12 months of a second violation will be considered a third violation. An email notification as well as a letter will be sent via a traceable delivery method (FedEx, UPS, USPS, etc.) to the address of record for the account immediately suspending supply of Mega Motion products to the reseller and deactivating the reseller's account. Deactivation will occur immediately upon issuance of notification.
4. Any advertisement of Mega Motion products for sale by an unauthorized reseller is subject to DMCA takedown.