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Viben is committed to providing its partners and customers with the highest quality products and customer service. To support our mission, resellers and consumers, Viben has implemented a Minimum Advertised Price (MAP) policy. The MAP Policy applies to all Viben brand products sold in the United States and all other countries where Viben brand products are sold (unless such policies are prohibited by law). Viben's intention of this policy is to protect the quality of Viben products and increase the quality and integrity of our partners.

MAP Policy:

In order to conform to the MAP Policy resellers may advertise Viben brand products at or above the stated MAP policy price for all Viben TM products. Viben TM reserves the right to alter the MAP policy at any time at its sole discretion. In such instances, all other policies under the MAP will continue as this adjustment will not affect the validity of this agreement.

For the purposes of the MAP Policy, "advertising" means any advertising through authorized media. Authorized media consists of any print materials such as but not limited to, billboards, newspapers, magazines, catalogs, brochures, direct mail, retail flyers, as well as digital and electronic media such as but not limited to, television, radio, ecommerce, social media, (Facebook, Instagram, Twitter, etc.) and dealer internet sites or any other method which uses the hypertext transfer protocol ("http") or any internal link to a web based shopping cart is considered advertising.

The MAP Policy includes the advertising of any rebates, banner discounts, store-wide or department sales, buy-one-get-one-free promotions or any other advertised sale or discount that results in the MAP Products being advertised at an effective price below the MAP Price. Viben reserves the right to sponsor special promotions or rebates to which this MAP Policy will not apply, as designated by Viben TM.

Viben reserves the right to restrict the sale and purchase of Viben brand products to any retailer if there is any violation of the stated MAP Policy. Any decision to reinstate a retailer's ability to purchase Viben brand products will be at the sole discretion of Viben.

This MAP Policy in no way applies to the retailers actual setting of retail prices. Each retailer remains free to set its actual resale price for Viben brand products, in the retailer's sole discretion.

Viben prohibits any authorized ecommerce reseller to resell brands under the Viben TM umbrella to any other ecommerce resellers.

Viben maintains an APPROVED ONLINE RETAILER list and a DO NOT SELL approved list. Distributors will only sell to an online retailer who is on the approved list. If the retailer is not on the approved list, they can contact an authorized distributor of Viben brand products or Viben directly for a copy of the MAP policy. Signed MAP agreements can be sent to CS@VibenToys.com for review and approval. A distributor and/or partner is strictly prohibited to sell Viben brand products to any online retailer without an approved, signed MAP agreement, or any online retailer on the DO NOT SELL approved list.

****Viben TM reserves the right, at its sole discretion, to determine the criteria, by which retailers are added to the DO NOT SELL approved list.**

In the event that Viben TM receives information that a party is advertising a Viben brand product below the minimum advertised price (MAP), Viben TM will allow five (5) calendar days for the price to be corrected. After said period of time, Viben reserves the right to restrict the sale and reselling of Viben brand products. Furthermore, Viben TM also reserves any and all remedies that it may have for breach of the MAP Policy, including breach of contract claims, monetary damages, claim of fraud or any remedies allowed by law. Viben reserves the right to modify, suspend or discontinue this MAP Policy in whole or in part at any time. This MAP Policy supersedes all previous MAP Policies and shall remain in effect unless Viben TM amends or replaces it.

For the MAP Policy to be effective and for all Viben TM partners to mutually benefit, Viben TM has adopted this policy unilaterally. Viben will not discuss any conditions of acceptance related to this MAP Policy, as it is non-negotiable and will not be altered for any distributor and/or its partners.

Viben is excited to work with all its partners and is committed to upholding and implementing the MAP Policy as stated above. Please provide your signature below to indicate that you are a duly authorized representative of your company, you have received a copy of the MAP Policy and you understand its contents and you accept the MAP Policy.

Company Name:

Store URL:

Authorized Signature: _____ Date:

Full Name: _____ Title:
