

# **EnRoute Global Authorized Reseller**

## *Sales Terms of Use and Conditions of Use*

*Last Modified Date: 13 April 2015*

1. General Terms of Use. Welcome Existing and Prospective Resellers! Please read these EnRoute Global ("EnRoute Global") sales terms and conditions of use ("Sales Terms") carefully before using this website. Accessing, browsing or using this website is a privilege subject to the following Sales Terms and indicates your agreement and acceptance of these Sales Terms. By using this EnRoute Global Authorized Reseller site, you are agreeing to be bound by these Sales Terms. If you do not accept these Sales Terms, do not use this EnRoute Global website.

You agree and acknowledge that EnRoute Global is the owner or licensee of all rights in this Site and the materials that appear on the Site and that you will not challenge those rights or do anything that might impair or damage those rights. This website is protected by copyright, trademark and other laws of the United States and other countries. Any unauthorized use of any material on this Site may violate such laws. No links may be established to any part of this Site and no information on this Site may be framed without EnRoute Global's prior written approval.

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With respect to documents and information available from this site, EnRoute Global, and its affiliates, operating units and agents makes no warranty, expressed or implied, including the warranties of merchantability and fitness for a particular purpose arising out of the use or inability to use the data, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

EnRoute Global reserves the right to modify the Sales Terms at any time with or without notice to you. The most current version of the Sales Terms may be reviewed by clicking on the "Legal Information" and "Terms of Use"

hypertext links located on EnRoute Global Corporate websites. Such changes are effective immediately upon posting on this website and you are deemed to receive notice of such revisions at the time of posting. Further, you are bound by any such changes to the Sales Terms also at the time of posting. EnRoute Global reserves the right to revoke any or all access and use authorizations granted to you with regards to this website.

2. Becoming an Authorized EnRoute Global Reseller. You ("Authorized EnRoute Global Reseller") must establish an account with EnRoute Global LLC, a Delaware corporation ("EnRoute Global") in accordance with EnRoute Global's requirements and as a condition for placing an order. These terms and conditions ("Sales Terms"), as published on EnRoute Global's Web site located at [www.Resellers.EnRouteGlobal.com](http://www.Resellers.EnRouteGlobal.com) or [www.EnRouteGlobal.com](http://www.EnRouteGlobal.com) ("EnRoute Global Website") at the time of sale, govern all purchases of products and services ("Products") by Authorized EnRoute Global Reseller from EnRoute Global. Payment terms are specified when Authorized EnRoute Global Reseller's account is established and are subject to change from time to time. EnRoute Global has the right to modify, increase, decrease or terminate Authorized EnRoute Global Reseller's account privileges and terms at any time without prior notice to Authorized EnRoute Global Reseller.

Authorized EnRoute Global Reseller Program Cost: The Authorized EnRoute Global Reseller Program annual cost is Four Hundred Ninety-Seven Dollars and Ninety-Seven Cents (USD\$497.97) NON-REFUNDABLE.

Prior to 1st October 2014, there was a one-time Tier 1 Reseller cost of USD\$297.97. Beginning 1st October 2014, the EnRoute Global Reseller Program cost will be an annual cost of USD\$497.97. Policy Amendment/Change [27 Oct 2014]: Resellers that subscribed to EnRoute Global Tier 1 Reseller Program prior to 1 October 2014 are grandfathered and exempt from paying the going forward annual cost of \$USD497.97 (for lifetime).

EnRoute Global's then current service charge will be charged on all past due balances commencing on the date payment is due. Authorized EnRoute Global Reseller may not deduct any amounts owing from any invoice. Authorized

EnRoute Global Reseller's obligation to make timely payment is a material element of these Sales Terms and if breached will cause EnRoute Global damage. Authorized EnRoute Global Reseller is responsible for all costs of collection including reasonable attorneys' fees.

Payment for EnRoute Global's program costs, products and services are due in advance of product shipping or service delivery. Authorized EnRoute Global Reseller agrees not to chargeback or open a claim directly with Authorized EnRoute Global Reseller credit card company, bank or financial institution, or PayPal. Unless agreed to in writing by EnRoute Global, only refunds or credits in accordance with EnRoute Global return policy will be approved and authorized. Doing so, in requesting a chargeback or opening a claim will immediately terminate Authorized EnRoute Global Reseller relationship with EnRoute Global.

3. EnRoute Global Authorized Reseller Website License. EnRoute Global grants you a limited license to access and make use of this website and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of EnRoute Global. This license does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of EnRoute Global. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) on the website without express written consent. You may not use any meta tags or any other "hidden text" utilizing EnRoute Global's name or trademarks without the express written consent of EnRoute Global. Any unauthorized use terminates the permission or license granted by EnRoute Global. You may not use any EnRoute Global logo or other proprietary graphic or trademark as part of the link without express written permission.
4. Content Disclaimer. EnRoute Global does not manufacture

the products it sells. The product images, product descriptions, product cross references, other product content, including information about country of origin (collectively, "Content"), was obtained from product manufacturers and other external third party data source providers. EnRoute Global has not independently verified the accuracy or completeness of the Content and does not make any representation or warranties regarding the Content. Specifically, but not in limitation of the foregoing, EnRoute Global does not warrant that the content is accurate or complete.

5. EnRoute Global Product Categories. EnRoute Global has six product categories – a) Electronics & Computers; b) Health & Beauty; c) Home, Garden & Tools; d) Industrial, Auto & Professional; e) Sports & Outdoors; and f) Toys, Kids & Baby.
6. Access to EnRoute Global Data Feed. As of 1<sup>st</sup> October 2014, EnRoute Global data feed will be available to Authorized EnRoute Global Resellers four times annually (in quarterly releases). The EnRoute Global data feed will be available under our annual content license agreement and the Reseller must prepay in advance for the annual subscription. The cost per product category is Four Thousand Dollars (USD\$4,500.00) NON-REFUNDABLE. If a Reseller is desirous of purchasing three or more product categories, please ask for special pricing. NOTE: Prior to 1st October 2014, EnRoute Global offered daily data feeds to Tier 1 Resellers.  
  
The web site and its contents are owned or licensed by EnRoute Global. Material contained on the web site must be presumed to be proprietary and copyrighted. Authorized Reseller or Visitor has no rights whatsoever in the site content. Use of web site content for any reason is unlawful unless it is done with expressed contract or permission of EnRoute Global.
7. EnRoute Global Authorized Reseller Website Login Credentials Policy. This Authorized EnRoute Global Reseller Website Login Credentials Policy ("EnRoute Global Account Management Policy") sets forth the standard practices and procedures related to certain aspects of our relationship, including the order, inventory, delivery and return of products. For Authorized EnRoute Global

Resellers who buy from EnRoute Global pursuant to a contract, this Policy is hereby incorporated into that Agreement. Any capitalized terms contained in this Sales Terms that are not defined herein will have the meanings given in the Agreement between EnRoute Global and Authorized EnRoute Global Reseller.

Ordering products and services from EnRoute Global requires Authorized EnRoute Global Resellers to open an account, which requires that you provide us with current, complete and accurate information as prompted. You must choose a password. You are responsible for maintaining the confidentiality of your password and account. Furthermore, you are responsible for any and all activities that occur on your EnRoute Global account. You agree to notify EnRoute Global immediately of any unauthorized use of your account or any other breach of security of which you become aware. EnRoute Global will not be responsible or liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by EnRoute Global or another party due to someone else using your account or password. You may not use anyone else's EnRoute Global account at any time, without the permission of the account holder.

8. Orders. Authorized EnRoute Global Reseller orders are offers to purchase Products subject to these Sales Terms. EnRoute Global may decline any order for any reason. EnRoute Global's acceptance of Authorized EnRoute Global Reseller's order is limited to these Sales Terms without any modification, or exception. Additional terms and conditions on any Authorized EnRoute Global Reseller document will have no effect - i.e. will not change or add to these Sales Terms whether or not EnRoute Global specifically objects to those terms and conditions. These Sales Terms may only be modified by a written agreement signed by Authorized EnRoute Global Reseller and an authorized EnRoute Global representative. Authorized EnRoute Global Reseller, on behalf of itself and the customer for whom the Product is purchased, consents to the transfer of Authorized EnRoute Global Reseller's and customer's email addresses, when such transfer is required to complete a transaction. Authorized EnRoute Global Reseller will not disclose any confidential information when ordering from EnRoute Global. Authorized EnRoute Global Reseller will protect the

confidentiality of its account number(s) and password(s) and not transfer them to any third party. Authorized EnRoute Global Reseller may only place orders via any EnRoute Global approved ordering method by using Authorized EnRoute Global Reseller's account number. EnRoute Global has no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Authorized EnRoute Global Reseller bears all risk of unauthorized purchases by third parties using Authorized EnRoute Global Reseller's account number or password. Orders for non-standard products including products configured to Authorized EnRoute Global Reseller's specifications are non-cancelable and non-returnable. Authorized EnRoute Global Reseller may not change, cancel or reschedule any orders without EnRoute Global's written consent.

9. Minimum Order Amount. As of 1<sup>st</sup> October 2014, there is per minimum order of Five Thousand Dollars (USD\$5,000.00). NOTE: Prior to 1<sup>st</sup> October 2014, there were no minimum order amount with EnRoute Global. Orders under USD\$5,000.00 will be assessed a flat-fee, USD\$10.00 per order charge.
10. Price. Quoted prices are subject to change without notice and, unless specifically included in a quote or invoice, do not include any taxes, handling, shipping, transportation, duties or other charges or fees. Authorized EnRoute Global Reseller is responsible for all applicable fees and all federal, state, municipal, and other government taxes on the sale and delivery of Products. Exemption certificates, valid in the place of delivery, must be presented to EnRoute Global prior to shipment if they are to be honored. EnRoute Global's acceptance of Authorized EnRoute Global Reseller's order occurs at time of shipment, except for non-standard products.
11. Drop Shipping Fees. EnRoute Global does not charge any fees for drop shipping.
12. Shipment. Shipment and transportation charges will be in accordance with EnRoute Global's shipping policy at the time of shipment. Title and risk of loss transfer to Authorized EnRoute Global Reseller upon delivery of Products to the carrier. If Authorized EnRoute Global Reseller directs EnRoute Global to bill transportation to a third party account

number or to ship 'freight collect', Authorized EnRoute Global Reseller is responsible for all transportation and accessorial charges associated with the order, and is responsible for product loss and damage in transit claims with the Authorized EnRoute Global Reseller's carrier. EnRoute Global is not liable for any Authorized EnRoute Global Reseller requirements not stated in these Sales Terms. Within three days of delivery Authorized EnRoute Global Reseller must provide detailed notification to EnRoute Global of any visible damage. Authorized EnRoute Global Reseller will notify EnRoute Global of any claimed shortages or discrepancies within 15 days of invoice or waives its right to such claim.

13. **Returns.** Authorized EnRoute Global Reseller must obtain a valid return merchandise authorization number ("RMA") from EnRoute Global for all returns prior to returning Product. EnRoute Global has no obligation to issue RMAs. Authorized EnRoute Global Reseller is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other EnRoute Global requirements provided to Authorized EnRoute Global Reseller when the RMA is issued. EnRoute Global may refuse delivery of any package without a valid, clearly visible RMA. Credit, if any, will be provided for Product returned in accordance with EnRoute Global's return policies at the time the RMA was issued, provided Authorized EnRoute Global Reseller is not in breach of any of these Sales Terms. If Authorized EnRoute Global Reseller returns any Products without EnRoute Global's authorization or does not comply with EnRoute Global's return requirements, those Products may be subject to return to the shipping location and, if refused, EnRoute Global may consider the Products abandoned and dispose of them, without crediting Authorized EnRoute Global Reseller's account.

A Return Merchandise Authorization (RMA) Number is required for all returns and a 30% restocking fee may apply. Authorized Resellers are responsible for return freight and shipping charges. Other charges may also apply. An issued RMA may be revoked for a number of reasons. Upon product receipt and inspection identifies the product received: a) is not the product subject to the issued RMA; b) has damage in excess of that communicated by the Customer; c) does not have adequate resale value or

realizes; d) does not have its original packaging; or e) the product has been opened.

14. **Privacy and Security.** EnRoute Global recognizes the importance of protecting the privacy of all information provided by users of our website. We created the following policy guidelines with a fundamental respect for our users right to privacy.

EnRoute Global is not responsible for the content or the privacy policies of websites to which it may provide links. Those are links to servers maintained by other businesses and organizations. Those links are provided as a service to users. EnRoute Global also cannot provide any warranty about the accuracy or source of the information contained on any of those servers or the content of any file the user might download from those sites.

EnRoute Global uses reasonable precautions to keep the personal information disclosed to us secure and does not disclose this information to third parties. Information obtained via our website is strictly used by EnRoute Global internally.

Any information collected during the registration process will not be distributed or sold to outside parties.

15. **What Information We Collect and How We Collect It.** The information we collect on customers and visitors to our Web site is limited to:
  - Information provided by customers to place orders on EnRoute Global Web site. This information is needed to process online orders and may include name, company, street and e-mail address, phone number, credit card number and expiration date, products ordered, and order date.
  - IP (Internet Protocol) addresses which are logged routinely by the Web server.
  - Non-personal or statistical data such as total number of site visitors, overall traffic, sales summaries, etc.
16. **How We Use and Protect Your Information.** EnRoute Global will use personally identifiable information collected at its Web site only as needed to process and fulfill orders authorized by its customers and to provide customer

service. No information regarding specific persons will be provided to any other business, person, organization, mailing list, or other entity, except as may be legally required to prevent fraud or to comply with the legal inquiry of government.

#### Summary Information and IP Addresses

This policy does not restrict EnRoute Global use of non-personal, summary, derived or aggregate information, such as number of site visitors, page views, statistical data, etc. Nor does it restrict the use of IP addresses logged by our server. Such information is not linked to personal data that can identify an individual person.

#### Communication With Customers:

From time to time, EnRoute Global may contact customers to provide customer service, to reply to a query, to announce changes at the company's Web site, to offer information on EnRoute Global products, etc. EnRoute Global will not make anonymous mailings or mass mailings (spam).

#### 17. Your Options: Use and Distribution of Your Information.

Opting Out: Anyone may "opt out" of receiving e-mail from EnRoute Global. To do so, place the words "opt out" in the body of your e-mail message. When we receive your opt-out e-mail, we'll immediately remove your name so you won't receive e-mails from us.

Updating Personal Information: On request, we will update customers' personal information to reflect changes such as a changed mailing address or new credit card number.

#### 18. Security Procedures. All personal, credit card, and sales information collected at the EnRoute Global web site is processed over a secure web server using Secure Sockets Layer (SSL) protocol and data encryption to ensure privacy of the information and to prevent loss, misuse, or alteration of data. Security updates are installed promptly on release. Digital certificates authenticate the site's identity and help identify and encode electronic messages. Credit card numbers are not stored on our Web server, nor are they accessible off line by EnRoute Global, its staff or employees. Our Web servers are kept in a secure location, behind a working network firewall.

#### Changes to EnRoute Global Information Security and Privacy Statement:

To assure that our information security and privacy policies are appropriate and effective, to assure that these policies reflect ongoing changes in our Web site and in information technology, and to assure that EnRoute Global continues to adhere to good business practices, EnRoute Global will regularly review its policies and practices and make changes to them as warranted. Changes that affect EnRoute Global Information Security and Privacy Statement will be posted to our Web site.

#### Registration:

EnRoute Global web site currently uses a customer or visitor registration process.

#### Information Available Off-line:

While the policies and procedures outlined in this statement are primarily intended to protect sensitive information on line, we also do everything in our power to protect personal information off line. All of our users' information is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerk or a customer service representative) are granted access to personally identifiable information. Persons with such access each have an identification and pass code to prevent unauthorized access. All employees are kept up-to-date on our security and privacy practices.

#### Cookies:

Our online catalog shopping system may create a file, or "cookie," on the hard drive of your computer to store items you've placed in your shopping cart. These files are temporary and are used only in online shopping sessions. The files are not used to monitor the behavior of visitors to our site.

#### 19. Safeguarding Personal Information. External Links: EnRoute Global may provide links on its Web site, via advertising and otherwise, to other web sites that are not under the control of EnRoute Global. EnRoute Global does not endorse or make any warranty of any type regarding the content of such web sites, advertising, products, or services offered therein. EnRoute Global makes no representation regarding your use of such web sites.

Please be aware that we are not responsible for the privacy practices of other Web sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This Information Security and Privacy Statement applies solely to information collected by this Web site. In addition, you should be familiar with the precautions that are prudent for you to take in providing information to anyone via the Internet.

The Electronic Frontier Foundation is a good source for additional Information about security and privacy on the Internet and has a valuable list of the Top 12 Ways to Protect Your Online Privacy.

20. Relationship. Authorized EnRoute Global Reseller and EnRoute Global are independent contractors. Nothing stated in these Sales Terms will be construed as creating the relationship of employer/employee, franchisor/franchisee, partners or principal/agent between the parties. Neither party will make any warranty, guarantee or representation, whether written or oral, on the other party's behalf.
21. Accounting, Legal and Tax Professional Services. EnRoute Global, and its affiliates, operating units and agents does not render legal, accounting, or tax advice. If legal advice, accounting advice, tax advice, or other expert professional assistance is required, the services of a competent professional with expertise in the required area should be sought. If you plan to use a proposed strategy from EnRoute Global advisory, e-Mentoring or consultancy, you should cross-validate your plan with sources of "specialized" business, e-Commerce/e-Business, dropshipping, wholesaling, legal, accounting, or tax "expertise". Therefore, decisions should not be made based upon the information provided at this site or from EnRoute Global.

The information on this site may not be applicable to you. The Internet makes this site available all over the world. Also, the domestic and international laws sometimes changes rapidly, and it is possible that the information on this site could be out of date.

22. Electronic Mail and External Links. This site is provided as a public service by EnRoute Global. This site is intended for

use by the public for viewing and retrieving information only. An unauthorized attempt to upload or change information on this service is strictly prohibited and may be punishable under the Computer and Fraud Abuse Act of 1986.

EnRoute Global makes no guarantee either expressed or implied, as to the timeliness of response to electronic mail, or assumes any legal liability or responsibility for the consequences resulting from action taken by recipients of organizational replies. EnRoute Global will not guarantee or be held responsible for any suggestions or requests made by the public.

EnRoute Global neither endorses the link nor approves of the link. The link is made available to assist the Internet user in his or her search. EnRoute Global takes no responsibility in the hot link's operation or content. The links that are shown are not an exclusive listing of organizations available to EnRoute Global. If organizations wish to be added to the listing, they need to contact the appropriate webmaster.

Individual hyperlinks on this web site will let you leave the site. The hyperlinked sites are not under the control of the web site and web site is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Website is not responsible for any form of transmission received from any linked site. Website is providing these links to visitor only as a convenience, and the inclusion of any link does not imply endorsement by web site of the hyperlinked site or any of its contents.

23. Hyperlinking to EnRoute Global Sites. Unless expressly authorized by the EnRoute Global, Authorized EnRoute Global Resellers nor unauthorized visitors may hyperlink this or any EnRoute Global sites, or portions thereof (including, but not limited to, logotypes, trademarks, branding or copyrighted material) to a non-EnRoute Global owned site for any reason. Further, Authorized EnRoute Global Resellers nor unauthorized visitors are not allowed to reference any EnRoute Global URL (web site address) in any commercial or non-commercial media without expressed permission, nor are you allowed to 'frame' the site. Authorized EnRoute Global Resellers or unauthorized visitors specifically agree to cooperate with the web site to remove or deactivate any such activities and be liable for all

damages.

24. Endorsements. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by EnRoute Global.
25. Governing Law. These Sales Terms (and any agreement into which they are incorporated) will be construed, interpreted and enforced exclusively under and in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law rules. The parties agree to and submit to personal jurisdiction and venue in the State and Federal courts of Fairfax County, located in the Commonwealth of Virginia, or the United States District Court at Alexandria, Virginia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Sales Terms.
26. Virginia Sales Tax. A sales tax is automatically calculated on both the value of the products and the shipping charge as required by Commonwealth of Virginia law. If your delivery address is in the Commonwealth of Virginia, you will be charged sales tax. If you have requested that EnRoute Global ship product to an address outside of the Commonwealth of Virginia, you will not be charged sales tax.
27. Notices. All notices, requests, demands, and other communications must be in writing and may be given by (i) personal delivery, (ii) registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of the party, at its official corporate address, or (iii) email to legalservicesna@enrouteglobal.com subsequently to be confirmed in writing (including by email). Notices to EnRoute Global will be sent to: EnRoute Global LLC, 8116 Arlington Blvd #217, Falls Church, VA 22042, Attn: Legal Counsel Team.
28. Publicity. Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures by either party or its employees or agents

relating to these Sales Terms, the relationship between EnRoute Global and Authorized EnRoute Global Reseller, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.

29. Assignment. Authorized EnRoute Global Reseller may not assign or delegate its rights or duties under these Sales Terms, by operation of law or otherwise, in whole or in part, without the prior written consent of EnRoute Global. Any change of control of Authorized EnRoute Global Reseller will be deemed an assignment. Any attempted assignment without that consent will be null and void without any force or effect.
30. Validity. If any provision of these Sales Terms is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected. Failure or delay of either party to exercise a right under these Sales Terms will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right. The parties agree to use electronic signatures and that their respective electronic signatures will be legally enforceable.
31. U.S. Government. EnRoute Global is a distributor of Commercial Items as defined in FAR 2.101. Only those FAR and DFAR clauses which are required to be inserted in subcontracts for Commercial Items and which the Vendor has agreed to will apply to these Sales Terms.
32. Survival. No termination of these Sales Terms will affect any rights or obligations of either party: (i) which are vested pursuant to these Sales Terms as of the effective date of such termination; or (ii) which, by their sense and context are intended to survive completion of performance or termination of these Sales Terms, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.
33. Entire Agreement; Amendment. These Sales Terms are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understandings, agreements, negotiations and proposals relating thereto. These Sales Terms may only be amended by written agreement of Authorized EnRoute Global Reseller and



EnRoute Global.