TERMS AND CONDITIONS

To protect and promote our brand and reputation for providing high-quality products, Sproud (“Sproud”) has established these Authorized Retailer Terms & Conditions (the “Terms”), effective immediately, which apply to authorized retailers of Sproud products (the “Products”). By purchasing from Sproud for retail sale, you (“Retailer”) agree to adhere to the following terms. Please read these Terms carefully.

Purchase Orders. Orders for Products made by Retailer shall be handled pursuant to the then current product order, shipment, and return procedures, which may be amended by Sproud at any time in its sole and absolute discretion. Sproud reserves the right to reject any orders, in whole or in part, for any reason. Any additional or different terms proposed by Retailer (including, without limitation, any terms contained in any document incorporated by reference into a purchase order) are rejected and will be deemed a material alteration hereof, unless expressly agreed to in writing by Sproud. Furthermore, Sproud will not be bound by any “disclaimers”, “click wrap” or “click to approve” terms or conditions now or hereafter contained in any website used by Retailer in connection with the Products or any sale thereof.

Manner of Sale. Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in Sproud’s immediate termination of Retailer’s account, in addition to other remedies. Furthermore, Products sold to unauthorized persons or through unauthorized channels, including unauthorized websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under Sproud’s Product warranties and guarantees.

Retailer shall sell Products solely to end users of the Products. Retailer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.

Retailer shall not sell, ship or invoice Products to customers outside of the United States or to anyone Retailer knows or has reason to know intends to ship the Products outside of the United States without the prior written consent of Sproud.

Retailer is permitted to market for sale or sell the Products through websites owned or operated by Retailer, provided however, that such websites identify Retailer’s full legal name, mailing address, telephone number and email address. Sproud, in its sole discretion, may revoke Retailer’s authorization to sell the Products on such websites at any time, and Retailer shall cease marketing for sale and/or selling the Products on such website immediately upon notice of such revocation. Retailer shall not sell the Products on or through any other website, including any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of Sproud, which is granted solely through execution by Sproud of the Authorized Online Seller Agreement. No Sproud employee or agent can authorize online sales through oral statements, other written agreement, or by any other means.

Retailer shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of the Products.  
Product Care & Quality Controls. Retailer shall care for the Products as set forth herein.

Product Inspection. Retailer shall inspect the Products upon receipt and during storage for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, “Defects”). Retailer shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Retailer shall not sell any Products that are expired. If any Defects are identified, Retailer must not offer the Product for sale and must promptly report the Defects to Sproud.

Product Storage and Handling. Retailer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by Sproud from time to time.

Recalls and Consumer Safety To ensure the safety and well-being of the end-users of the Products, Retailer shall cooperate with Sproud with respect to any Product recall or other consumer safety information dissemination effort.

Alterations & Bundling Prohibited Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as “used”, “open box” or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer shall not tamper with, deface, or otherwise alter any UPC code, lot or batch code, or other identifying information on Products or packing. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-Sproud products together with the Products in a manner that would create the impression that the non-Sproud products are made by, endorsed by, or associated with Sproud.

Customer Service & Product Representations. Retailer and Retailer’s sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Retailer must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Retailer and Retailer’s agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Sproud. Retailer agrees to cooperate fully with Sproud in any investigation or evaluation of such matters.

Audit. Sproud reserves the right to audit and/or monitor Retailer’s activities for compliance with the Terms, including, but not limited to, inspection of Retailer’s facilities and records concerning the Products.

Intellectual Property. Sproud owns all proprietary rights in and to the Sproud brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “IP”). Retailer is granted a limited, non-exclusive, non- transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer’s status as an Authorized Retailer. Sproud reserves the right to review and approve, in its sole discretion, Retailer’s use or intended use of the IP at any time, without limitation. All goodwill arising from Retailer’s use of the IP shall inure solely to the benefit of Sproud.

Termination. If Retailer violates any of the Terms, Sproud reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, Retailer will immediately lose its status as an Authorized Retailer and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer or has any affiliation with Sproud; and (iii) using any IP

Availability of Injunctive Relief. Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that Sproud will have no adequate remedy in money or other damages at law. Accordingly, Sproud shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms 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 the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Sproud to exercise any right(s) herein shall constitute a waiver of any provision herein.

MAP Policy. Spoud has a Minimum Advertised Price Policy (“MAP Policy”) that applies to all authorized retailers. This Section is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this agreement between you and Sproud, and does not separately constitute an agreement between you and Sproud regarding the price you will charge your customers for the Products. Sproud does not seek, nor will it accept, from Retailer any assurance of compliance with the MAP Policy.

Miscellaneous. Sproud reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer’s continued use, advertising, offering for sale, or sale of the Products, use of the IP, or use of any other information or materials provided by Sproud to Retailer under the Terms following notice will be deemed Retailer’s acceptance of the amendments. No waiver of any breach of any provision of the Terms 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. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Retailer expressly submits to personal jurisdiction and venue in the federal or state courts in Miami-County, Florida. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms: Sections 3, 4 and 9. 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 THE TERMS 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.

Your personal data will be used to process your order, support your experience throughout this website, and for other purposes described in our [privacy policy](https://besproud.com/us/privacy-policy/).

**PRIVACY POLICY**

This privacy policy sets out how Sproud uses and protects any information that you give Sproud when you use this website. Sproud is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. Sproud may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

**WHAT WE COLLECT**

We may collect the following information:

• name  
• contact information including email address  
• demographic information such as postcode, preferences and interests  
• other information relevant to customer surveys and/or offers

For the exhaustive list of cookies we collect see the List of cookies we collect section.

**WHAT WE DO WITH THE INFORMATION WE GATHER**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

• Internal record keeping.  
• We may use the information to improve our products and services.  
• We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.  
• From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

**SECURITY**

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

**HOW WE USE COOKIES**

A cookie is a small file which asks permission to be placed on your computer’s hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

**LINKS TO OTHER WEBSITES**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

**CONTROLLING YOUR PERSONAL INFORMATION**

You may choose to restrict the collection or use of your personal information in the following ways:

• whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes  
• if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Ethical Brands Inc 280 Hwy 35 Ste 201 Red Bank NJ 07701.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

**LIST OF COOKIES WE COLLECT**

The table below lists the cookies we collect and what information they store.

CART – The association with your shopping cart.  
CATEGORY\_INFO – Stores the category info on the page, that allows to display pages more quickly.  
COMPARE – The items that you have in the Compare Products list.  
CURRENCY – Your preferred currency  
CUSTOMER – An encrypted version of your customer id with the store.  
CUSTOMER\_AUTH – An indicator if you are currently logged into the store.  
CUSTOMER\_INFO – An encrypted version of the customer group you belong to.  
CUSTOMER\_SEGMENT\_IDS – Stores the Customer Segment ID  
EXTERNAL\_NO\_CACHE – A flag, which indicates whether caching is disabled or not.  
FRONTEND – You session ID on the server.  
GUEST-VIEW – Allows guests to edit their orders.  
LAST\_CATEGORY – The last category you visited.  
LAST\_PRODUCT – The most recent product you have viewed.  
NEWMESSAGE – Indicates whether a new message has been received.  
NO\_CACHE – Indicates whether it is allowed to use cache.  
PERSISTENT\_SHOPPING\_CAR – T A link to information about your cart and viewing history if you have asked the site.  
POLL – The ID of any polls you have recently voted in.  
POLLN – Information on what polls you have voted on.  
RECENTLYCOMPARED – The items that you have recently compared.  
STF – Information on products you have emailed to friends.  
STORE – The store view or language you have selected.  
USER\_ALLOWED\_SAVE\_COOKIE – Indicates whether a customer allowed to use cookies.  
VIEWED\_PRODUCT\_IDS – The products that you have recently viewed.  
WISHLIST – An encrypted list of products added to your Wishlist.  
WISHLIST\_CNT – The number of items in your Wishlist.