



**Wise Woman Herbals Internet Resale Policy**  
*(Effective January 1, 2018)*

Wise Woman Herbals has unilaterally adopted this Internet Resale Policy (“IRP” or “Policy”), which shall apply to all U.S. licensed healthcare professionals and authorized distributors (collectively referred to as “Resellers”) who resell Wise Woman Herbals branded products (the “Products”) to end users via the Internet. Wise Woman Herbals is adopting this policy to support our ability, and the ability of the practitioner community, to provide adequate and correct product information, education and support to our end user consumers.

Effective on the date above, the Products are sold under the following conditions:

**Internet Resale**

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

Resellers are permitted to sell the Products directly to end users through web sites that are owned and operated by the Reseller, or owned by a third party and operated by that party for the exclusive use of the Reseller.

Resellers may not sell the Products on third-party marketplace sites, including Amazon.com, eBay, Walmart Marketplace, Sears Marketplace, and Jet, or through drop-ship accounts (e.g. Rakuten, Newegg, Overstock), classified sites (e.g. Craigslist, Facebook Marketplace), or social media. Such selling is strictly prohibited.

Reseller shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of Wise Woman Herbals. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, or any other person or entity that Reseller

knows or has reason to know intends to re-sell the Products.

### **Violations of Policy**

Resellers must be in compliance with this Policy by February 1, 2018. If Wise Woman Herbals determines, to its sole satisfaction, that a Reseller has violated this Policy, the Reseller will receive seven (7) days advance notice from Wise Woman Herbals that they are in violation of the Policy and therefore will no longer be able to purchase the Products after the end of the seven (7) day notice period. After the notice period, Reseller will be required to immediately cease all use of Wise Woman Herbals associated trademarks on Reseller's web site or in any other manner on the Internet.

Resellers that correct their web site or other internet selling platform to bring it into compliance with this Policy should promptly notify Wise Woman Herbals. Wise Woman Herbals will then review Reseller's web site or other internet selling platform to determine whether or not the Reseller has brought his/her site/platform into compliance with this Policy. Upon confirmation from Wise Woman Herbals that the Reseller's site/platform is in compliance with this Policy, the Reseller's account will be reactivated and product purchases and Wise Woman Herbals associated trademark and content use will be allowed to resume.

Reseller acknowledges that upon any subsequent breach of any provision of this Agreement, Wise Woman Herbals may terminate, or require its distributors to terminate, Reseller's account without notice.

### **Miscellaneous**

Wise Woman Herbals may, in its sole discretion, revise or eliminate this Policy at any time. Any failure or delay by Wise Woman Herbals to enforce any provisions of this Policy shall in no way be considered a waiver of such provisions or rights and shall in no way prevent Wise Woman Herbals from enforcing the same at a later date.