



Professional Wholesale Terms & Conditions

Welcome to the Mysa Smart Thermostat online ordering system.

We strive to develop lasting relationships with the professional installers that offer our products.

Please see below for the terms and conditions of sale that will govern all orders from us, which you will be required to follow in order to maintain your online wholesale account.

I. Use of Products

You are not to sell Mysa products to anyone other than your customers;

This means that you shall not sell any Mysa products ("Products") through marketplace websites or online auction sites (e.g. Amazon, eBay) or to any customer for resale whether inside or outside your authorized territory. If you become aware of any such prohibited sales or activities of others, we require that you notify us immediately.

II. Internet Sales

(a) You are permitted to resell online through your official Website direct to your retail customers, however authorized approval is subject to the following conditions:

(i.) You shall consult with us prior to use and publication of your Website in the look, feel, technical specification, operational capabilities and functionality of the Website when it displays the Products or describes their availability for sale so that we can ensure:

- A. the consistency between the Website and our advertising, trademarks, marketing and the Mysa brand.
- B. that the Website in no way damages or devalues our advertising, trademarks, marketing, the Mysa brand or the company's commercial reputation; and
- C. the accuracy of all content related to the Products.

(ii.) You shall obtain our approval in writing to the Website or any material amendment or revision related to the Products, descriptions, claims and offerings before any such content is displayed publicly or made available to customers.

Before selling our Products on your Website, please send screen prints of every page referring to Mysa to sales@getmysa.com

(iii.) The website must:

- A. use a URL address (domain name) as approved by us. You are not authorized to use "Mysa" in the domain name of your Website;
- B. display in a prominent way and position on the Website's home page and throughout your Website, links to our website, www.getmysa.com
- C. comply with all applicable laws and industry standards that apply in Canada, the jurisdiction in which the sale is taking place and any other country that you know, you should know or it would be reasonable for a potential customer to be based.
- D. ensure publicly listed pricing is lower than Mysa's listed price on getmysa.com

In this paragraph, "Website" means any website or other platform for selling products over the internet or by other electronic means (wherever established or operated in the world) that is established, operated, licensed, used or applied by you to promote, sell, support or service the Products.

The terms of this letter will be governed by, interpreted and enforced in accordance with the laws of Newfoundland and Labrador and any action or proceeding arising from this letter will be subject to the jurisdiction of any federal or provincial court sitting in St. John's, Newfoundland.

Your order of the Products will be deemed your consent to and your acceptance of these terms and conditions. No additions or deletions of or changes to any of the terms or conditions by you shall be valid or effective and no such actions shall in any way impose obligations on this company. No legal terms of any type shall be effective if added by you when placing an order. The order of precedence of documents governing our business relationship shall be the terms of this contract and the form of purchase order of Products.

We thank you for your business and look forward to long and prosperous relationship.