



2022 Online Sales/MAP Policy

Online Sales Policy:

HealFast desires to maintain the quality of its brand image and adherence to various eCommerce platform and website's pricing-related Terms of Service (ToS); while continuing to provide value through brand development.

HealFast also recognizes that our Retailers need to provide a high level of professional service and information to consumers on HealFast products through the websites they own and operate. HealFast believes that Resellers on certain e-commerce enabled websites and/or auction sites to be inconsistent with those objectives and provides a disservice to our brand, dealers, and customers.

Effective January 1, 2022, all official HealFast Dealers must only take orders via publicly accessible ecommerce enabled web pages hosted on websites owned & operated exclusively by the dealer.

For example, selling via 3rd party marketplaces (eBay, Amazon, Alibaba.com, Overstock.com, Facebook.com, etc.), drop-ship accounts (Buy.com, Newegg.com, Amazon.com, Costco.com, Overstock.com, Sears.com, etc.), classified sites (Craigslist.org, Facebook Marketplace, etc.) or direct messages on forums is strictly prohibited.

Google Marketplace is not considered a 3rd Party Marketplace under this policy given that it is looking at information on the dealer website and providing links to that website.

Dealers seeking permission to place product(s) on any ecommerce enabled website that is not owned and operated by said dealer must contact HealFast at the following address: Info@HealFastproducts.com

Additionally, as of the January 1st effective date HealFast shall also require all dealers to sell to retail customers only. Official HealFast Dealers may NOT sell in bulk to B2B accounts, wholesalers, or drop ship for other online retailers unless specifically authorized and agreed upon in writing under a Distributor contractual agreement.

Minimum Advertised Price (MAP) Policy:

At HealFast, we strive to produce the best designed, constructed, and supported nutraceutical and medical products in the industry and we are committed to offering high quality products at outstanding value and reasonable prices.

We work hard to help maximize the margins our products offer and ensure that we support our industry by continually helping our dealers build their customer base, offer great support, and obtain substantial and satisfactory profit margins on the products they sell.

We recognize that our dealers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling presentation. To protect your investment in the HealFast

brand, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY (“MAP Policy”).

HealFast established this MAP Policy given reseller advertising and sales practices that promote HealFast products primarily on the basis of price could be detrimental to resellers’ service and support efforts and HealFast’s competitive position. Such activities can be harmful to HealFast’s brand, reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. In addition, this increases the likelihood of violating certain eCommerce platform’s Terms of Service and HealFast believes that these practices are unfair and thus discourages collaboration.

HealFast, in its unilateral discretion, will not do business with any reseller, if that reseller intentionally advertises any MAP Product below its MAP price. HealFast is confident that this program will strengthen its competitiveness and benefit all of its resellers.

Official Policy and Guidelines:

1. HealFast reserves the right, in its unilateral discretion, to take any & all lawful action with respect to any reseller that violates this MAP Policy.
2. The MAP Policy will be enforced by HealFast in its sole discretion.
3. HealFast recognizes that any authorized HealFast account can make its own decisions to advertise and sell any HealFast product at any price it chooses without consulting or advising HealFast assuming it is in line with this MAP agreement. HealFast similarly has the right to make its own independent decision regarding product allocations and reseller participation as a member of the HealFast Authorized Dealer Program at any time.
4. HealFast maintains that all products fall under this MAP Policy and reserves the right to update or modify this product list at any time. **In the absence of an updated price list, Resellers will abide with minimum price thresholds as advertised for each product/SKU by the HealFast Account on Amazon and/or Walmart, whichever is lower.**

If a reseller would like to offer on their personal website, discount coupons to be applied at check out that cannot be found, searched, discovered or otherwise made known to Amazon, Walmart, et al and thus not be seen as a violation of Amazon, Walmart, et. al., ToS, then HealFast will in its discretion consider this in line with this MAP policy.

5. All Products listed will have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price”, automated “bounce – back” pricing emails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy.

This MAP Policy also applies to any activity which HealFast determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.

6. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

7. From time to time, HealFast may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, HealFast reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified and limited period of time. If you are interested in running a temporary sale or promotion, please contact HealFast at Info@HealFastProducts.com for approval.

8. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to HealFast products, so long as no price is listed.

9. If a reseller with multiple store locations violates this MAP Policy at any particular store location, then HealFast will consider this to be a violation by all of the reseller’s locations.

10. Although resellers remain free to establish their own resale prices, HealFast reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following HealFast’s verification that such reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by HealFast, or if reseller has violated this policy in any other way.

FAILURE TO COMPLY WITH THIS POLICY CAN RESULT IN TERMINATION OF HealFast DEALER/RESELLER STATUS.

Any questions or comments concerning this Policy should be directed to Info@HealFastProducts.com.