



**GULFSTREAM TROPICAL AQUARIUM, INC.  
AUTHORIZED ONLINE SELLER APPLICATION**

<b>Applicant's Information</b>	
1. Applicant's Legal Name:	
2. DBA/Trade Name(s):	
3. Primary Contact:	4. Title:
5. Company Physical Address:	6. Company Mailing Address (if different from Physical Address)
7. Telephone:	8. Fax:
9. Email:	
10. Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
11. State of Incorporation:	12. Year Incorporated:
13. DUNS:	14. EIN:
15. Resale Certificate Number:	16. Resale Certificate Issuing State:
17. Do you currently have or have you previously had an account with Gulfstream? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list your Account Number: _____ and Sales Rep(s): _____	
18. Do you purchase Gulfstream Products from any Distributors? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list all Distributors: _____	
19. Do you store or intend to store your inventory of Gulfstream Products at a location other than the Company Physical Address identified above? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the address for all locations where such inventory is stored or will be stored: _____	
20. Do you use any third-party fulfillment service to store inventory or fulfill orders of Gulfstream products? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the name of the fulfillment service and the services provided: _____	
21. Has the Applicant ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	

22. Has any company in which any of the Applicant’s principals have an ownership interest ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No
23. Are there any pending lawsuits involving the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If you checked “Yes” in box 21, 22, or 23, please attach additional sheet(s) explaining these matters in detail.</i>

<b>Application for Website Approval</b>	
<b>Requested Websites:</b> Please identify all websites where you wish to market for sale and sell Gulfstream Products ( <i>one per line, exact spelling required</i> ). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com/Storefront name “ABC Store”/ Merchant ID</i>	<b>Gulfstream Use Only</b>
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
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	<input type="checkbox"/> Approved <input type="checkbox"/> Declined

**By submitting this Gulfstream Tropical Aquarium, Inc. Authorized Online Seller Application (the “Application”), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and Gulfstream Tropical Aquarium, Inc. (“Gulfstream”) have executed the attached Gulfstream Tropical Aquarium, Inc. Authorized Online Seller Agreement. Submitting this Application does not authorize Applicant to sell Gulfstream Products on the Requested Websites, and Gulfstream has no obligation to accept Applicant’s request to sell Gulfstream Products on any or all of the Requested Websites. If Applicant is approved to sell Gulfstream Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Gulfstream Tropical Aquarium, Inc. Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the Gulfstream Tropical Aquarium, Inc. Authorized Online Seller Agreement below.**



## **GULFSTREAM TROPICAL AQUARIUM, INC. AUTHORIZED ONLINE SELLER AGREEMENT**

This Gulfstream Tropical Aquarium, Inc. Authorized Online Seller Agreement (the “Agreement”) is hereby entered into by and between Gulfstream Tropical Aquarium, Inc. (“Gulfstream”) and the undersigned Seller (“Seller,” “you” or “your”) (collectively, the “Parties” and individually, a “Party”). The “Effective Date” of this Agreement is the date this Agreement is accepted by Gulfstream after being agreed to by you. You agree to this Agreement, and are deemed the “undersigned” by signing below.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective Gulfstream Tropical Aquarium, Inc. Authorized Distributor Policy, Gulfstream Tropical Aquarium, Inc. Authorized Reseller Policy, Gulfstream Tropical Aquarium, Inc. Authorized Retailer Policy, and Gulfstream Tropical Aquarium, Inc. Authorized Retailer Purchase Terms and Conditions, as applicable to Seller (the “Terms”). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms herein shall have the same meanings ascribed to them in the Terms.

2. **Authorization of Online Sales.**

(a) ***Authorization of Online Sales.*** Other than websites that may be defined in the Terms as “Permissible Websites,” the Terms prohibit the sale of the Products on any website without Gulfstream’s prior written consent. Execution by Gulfstream of this Agreement constitutes Gulfstream’s consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, you may market for sale and sell Products solely and exclusively at the website(s) identified as approved by Gulfstream in the Application for Website Approval above or designated as Permissible Websites in the Terms (collectively, the “Authorized Websites”). You are prohibited from marketing for sale and/or selling Products on any other website.

(b) ***Authorized Websites.***

(i) Your Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). In the construction of your domain name (including top-level domains and sub-domains) or any screen name or storefront name used on any Authorized Website, you may not use any Gulfstream product name or any trademark owned by or licensed to Gulfstream, nor any misspelling of any Gulfstream product name or trademark owned by or licensed to Gulfstream. Your Authorized Websites must not give the appearance that they are operated by Gulfstream.

(ii) You may not sell online anonymously. The full legal name, mailing address, email address, and telephone contact of your business must be clearly indicated on your Authorized Websites and must be included with any shipment of Products from your Authorized Websites.

(iii) At Gulfstream’s request, you will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise your Authorized Websites. In your marketing and descriptions on your Authorized Websites, all Product images and descriptions must be kept up to date. You must remove outdated Product images and descriptions.

(iv) Your Authorized Websites must have a mechanism for receiving customer feedback and you agree to use reasonable efforts to address all customer feedback received. You also agree to provide copies of any information related to customer feedback, including your responses, to Gulfstream for review upon

request. Further, you agree to cooperate with Gulfstream in the investigation of any negative online product review associated with your sale of Products.

(v) You represent and warrant that as of the Effective Date and throughout the term of the Agreement, your Authorized Websites are and will remain in compliance with all applicable privacy and data security laws, regulations and industry standards including, but not limited to, the Payment Card Industry Data Security Standard (“PCI DSS”). You further represent and warrant that as of the Effective Date and throughout the term of the Agreement, you maintain detailed privacy policies and are, and will remain, in compliance with your privacy policies and the requirements of any contract to which you are a party. In addition, you represent and warrant that as of the Effective Date you have implemented and will maintain throughout the term of the Agreement written information security guidelines, which will include physical, administrative and technological controls designed to prevent the unauthorized access to, disclosure, destruction, or loss of personally identifying information.

(vi) You represent and warrant that your Authorized Websites are compliant and will maintain compliance with the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 at the AA level, or, in the absence of a AA level standard, at the A level.

### 3. **Product Fulfillment and Sales.**

(a) In your sales of Products from your Authorized Websites, you acknowledge and agree that you are responsible for all fulfillment to your individual customers, any applicable taxes associated with such individuals’ purchases of Products, and any returns of Products.

(b) Unless separately authorized in writing by Gulfstream, Seller may not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than the Seller’s.

(c) Seller agrees not to represent or advertise any product as “new” that has been returned or repackaged.

4. **Intellectual Property.** Gulfstream grants you a non-exclusive, non-transferable, revocable, limited license to use those Gulfstream trademarks, trade names, service marks, logos, and trade dress separately authorized in writing by Gulfstream (collectively for this Agreement, “Gulfstream IP”) solely for purposes of performing marketing under this Agreement on your Authorized Websites; provided, however, Gulfstream may review and approve your intended or current use of such Gulfstream IP at any time, without limitation. You acknowledge that you own no right, title, or interest in any of the Gulfstream IP except as granted herein. This license shall be revoked immediately upon termination of this Agreement. Your use of Gulfstream IP shall be in conformance with any guidelines that may be provided by Gulfstream and must be commercially reasonable as to the size, placement, and other manners of use.

5. **Termination.** Gulfstream, in its sole and absolute discretion, may terminate its approval for you to market and sell Products at one or all of your Authorized Websites, and you must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of your approval to market and sell Products at one or more Authorized Websites, your authorization to use Gulfstream IP on such websites shall be revoked. Gulfstream may terminate this Agreement with written notice at any time. On termination of your status as an Authorized Distributor, Authorized Reseller, or Authorized Retailer pursuant to the Terms, this Agreement shall terminate automatically, and you must immediately cease all marketing and sales of Products on your Authorized Websites.

6. **Availability of Injunctive Relief.** If there is a breach or threatened breach of Sections 2 (Authorization of Online Sales), 3 (Product Fulfillment and Sales), 4 (Intellectual Property), or 5 (Termination) of this Agreement, it is agreed and understood that Gulfstream will have no adequate remedy in money or other damages

and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement 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 this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Gulfstream to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Gulfstream's right to fully enforce any or all provisions and parts thereof.

7. **Miscellaneous.**

(a) Gulfstream reserves the right to update, amend or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.

(b) No waiver of any breach of any provision of this Agreement 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. If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.

(c) This Agreement may not be assigned or transferred by Seller without the prior, written consent of Gulfstream. Gulfstream is entitled to assign this Agreement, in whole or in part, without Seller's consent to any Gulfstream-affiliated company or to any entity to which Gulfstream sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(d) This Agreement, the Terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(e) The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

8. **Governing Law and Venue.** The terms of this Agreement and any dispute arising under it 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 this Agreement, Seller expressly submits to personal jurisdiction and venue in the federal or state courts of record in Broward County, Florida.

9. **Waiver of Jury Trial.** **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 THIS AGREEMENT 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.**

The Parties have caused this Gulfstream Tropical Aquarium, Inc. Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

**Gulfstream Tropical Aquarium, Inc.,**  
a Florida corporation

**Seller:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date:  
\_\_\_\_\_

Signature Date: \_\_\_\_\_