

## NAPP Vendor Program Description

- 1) Minimum Requirements for Vendors
  - a. Product and/or service offered should be related to the practice of Patent Law, or to the operation of a small service-related business consistent with the type associated with NAPP membership.
  - b. Discount or other incentive for NAPP members purchasing Vendor goods/services
    - i. NAPP will provide no verification that any particular individual is or continues to be a NAPP member in good standing other than standard membership lists provided to all NAPP members.
  - c. A discount/incentive code, weblink, or other mechanism shall be provided to NAPP for distribution to the NAPP membership through a members-only mailing, email, forum, or website.
  - d. Approval of Application by the NAPP Membership Committee
    - i. An application form shall be provided, completed and submitted through the NAPP website.
    - ii. Approval has no expiration as long as product/service offering is substantially unchanged and discount/incentive is not decreased.
    - iii. If discount/incentive is increased and there are no other changes, a new application form should be submitted for tracking purposes, but no new approval is required.
  - e. Maintenance
    - i. An annual renewal e-mail will be sent to all Vendors offering discounts/incentives for NAPP members. A response indicating that the discount/incentive is still active is required each year to maintain any NAPP promotion. If applicable, confirmation of continued NAPP membership should also be confirmed.
    - ii. The Vendor discount/incentive code can be changed no more often than annually, and is performed by informing NAPP of the changed code in the reply to the annual renewal email.
    - iii. Should the Vendor offering the discount/incentive decide to discontinue the discount/incentive, the Vendor must notify the NAPP administrator at least 72 hours in advance at [representative@napp.org](mailto:representative@napp.org).
  - f. By applying to be a Vendor accessed by members of NAPP via the NAPP website, Vendor agrees to abide by the DISCLAIMER OF LIABILITY.
    - i. THE NAPP DISCLAIMER OF LIABILITY
      1. ANY DEALINGS BETWEEN A NAPP MEMBER OR MEMBERS AND THIRD PARTIES (INCLUDING ADVERTISERS, VENDORS, AND ALL OTHER THIRD PARTIES) ACCESSED BY OR THROUGH THE NAPP WEB SITE DIRECTLY, OR VIA ELECTRONIC LINK THERETO, AND MEMBER PARTICIPATION IN PROMOTIONS, INCLUDING THE DELIVERY OF AND THE PAYMENT FOR GOODS AND SERVICES, AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS OR PROMOTIONS, ARE SOLELY BETWEEN THE ACCESSING

MEMBER OR MEMBERS AND THE ADVERTISER, VENDOR OR OTHER THIRD PARTY. NEITHER NAPP NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, NOR ANY NON-ACCESSING MEMBERS SHALL BE RESPONSIBLE OR LIABLE FOR ANY PART OF ANY SUCH DEALINGS OR PROMOTIONS, OR ANY LEGAL DAMAGES, COSTS, OR ATTORNEYS FEES THAT MAY BE INCURRED IN SECURING OR USING SUCH GOODS AND SERVICES.

2. NEITHER NAPP NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE FOR ANY MISUSE OF THE NAPP VENDOR PROGRAM (INCLUDING UNAUTHORIZED DISTRIBUTION OR USE OF ANY DISCOUNT/INCENTIVE CODES, LINKS, INFORMATION, GOODS, AND/OR SERVICES) BY THE VENDORS AND/OR INDIVIDUAL NAPP MEMBERS.
3. VENDORS ACCEPTED INTO THE NAPP VENDOR PROGRAM SHALL NOT PROHIBIT OR REFUSE ANY GOODS, SERVICES, OR DISCOUNT/INCENTIVE TO NAPP MEMBERS ABSENT SUBSTANTIAL MALFEASANCE ON THE PART OF NAPP OR A NAPP MEMBER OR SUFFICIENT LEGAL CAUSE (SUCH AS PREVIOUS NON-PAYMENT BY CURRENT OR PAST NAPP MEMBERS FOR SAME OR SIMILAR GOODS, SERVICES, OR DISCOUNTS/INCENTIVES).
4. VENDORS ACCEPTED INTO THE NAPP VENDOR PROGRAM FREELY AND WILLINGLY AGREE TO BE, AND HEREBY ARE SUBJECT TO THE NAPP'S MEMBER FEEDBACK AND RATING SYSTEM REGARDING THE GOODS, SERVICES, AND DISCOUNTS/INCENTIVES APPLIED, AND SHALL NOT TAKE ANY RETALIATORY ACTION AGAINST NAPP, ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, OR NAPP MEMBERS LEAVING SUCH FEEDBACK, INCLUDING REFUSAL OF GOODS, SERVICES, AND ANY DISCOUNTS/INCENTIVES.
5. VENDORS ACCEPTED INTO THE NAPP VENDOR PROGRAM AGREE, THAT APPROVAL OF NAPP FOR VENDORS TO OFFER GOODS, SERVICES, AND/OR DISCOUNTS/INCENTIVES THROUGH THE NAPP WEBSITE TO NAPP MEMBERS DOES NOT AMOUNT TO AN ENDORSEMENT BY NAPP.
6. NAPP, AND VENDORS ACCEPTED INTO THE NAPP VENDOR PROGRAM, AGREE THAT INDIVIDUAL MEMBERS OF NAPP ARE OBLIGATED TO INDEPENDENTLY EVALUATE THE VENDOR GOODS, SERVICES, AND/OR DISCOUNTS/INCENTIVES BEFORE INDIVIDUALLY CONTRACTING WITH ANY VENDOR ACCEPTED INTO THE NAPP VENDOR PROGRAM.
7. NAPP RESERVES THE RIGHT (BUT UNDERTAKES NO DUTY) TO PRE-SCREEN VENDOR GOODS, SERVICES, AND DISCOUNTS/INCENTIVE AND DECIDE WHETHER ANY ITEM OF VENDOR GOODS, SERVICES, AND DISCOUNTS/INCENTIVE ARE APPROPRIATE AND/OR COMPLIES WITH THIS AGREEMENT. NAPP MAY REMOVE ANY ITEM OF VENDOR CONTENT (WHETHER POSTED TO A WEBSITE HOSTED BY NAPP OR POSTED TO THIS SITE) AND/OR TERMINATE VENDOR'S AGREEMENT WITH NAPP WITH REGARD TO ALL OR A PORTION OF VENDOR'S GOODS, SERVICES, AND DISCOUNT/INCENTIVE FOR POSTING OR PUBLISHING ANY MATERIAL IN VIOLATION OF THIS AGREEMENT, OR FOR OTHERWISE VIOLATING THIS AGREEMENT (AS DETERMINED BY NAPP IN

ITS SOLE AND ABSOLUTE DISCRETION), AT ANY TIME AND WITHOUT PRIOR NOTICE. NAPP MAY ALSO TERMINATE A VENDOR'S ACCESS TO THIS SITE OR THE SERVICES FOUND AT THIS SITE IF THE NAPP HAS REASON TO BELIEVE THE VENDOR IS A REPEAT OFFENDER. IF THE NAPP TERMINATES VENDOR'S ACCESS TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, NAPP MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, REMOVE AND DESTROY ANY DATA AND FILES STORED BY VENDOR ON ITS SERVERS.

2) Promotion of Vendor's Products and Services by NAPP

- a. A notice of Vendor's discount/incentive offer will be posted in a members-only portion of the NAPP website along with the discount/incentive code/link.
- b. NAPP will provide a one-time announcement to its membership for any newly approved Vendor discount/incentive offer. This announcement will not include the discount/incentive code but will direct them to the NAPP website for more information. The method of this announcement is solely at the discretion of the Membership Committee but may be at least one of an e-mail to the membership, a physical mailing to the membership, or a posting on a NAPP forum.
- c. Annual Membership materials will include a list of Vendor discounts/incentives provided to NAPP members.
- d. A list of Vendor discounts/incentives will be provided to all new NAPP members.
- e. NAPP may promote Vendor discounts/incentives provided to its members at any time, for any purpose, and to any group of people or companies, including the public at large through the public website, at its discretion. Vendor discount/incentive codes/links will be provided only through NAPP member-only communication channels.
- f. NAPP will attempt to use any Vendor promotional materials provided such as logos, product images, HTML code, etc. in its promotions (including the NAPP website), and will conform with any guidelines provided regarding trademark use. NAPP will not provide its promotional materials to the organization providing the Vendor discount/incentive for pre-approval, but will attempt to address any concerns raised.