



Domestic E-Business Policy

Any business ("Internet Dealer") wanting to sell Rocky Brands, Inc. ("Rocky®") products through the Internet Dealer's website(s) must (1) be approved by Rocky as an authorized Rocky Brands Dealer, and (2) agree to the terms of this E-Business Policy (the "Policy"). Rocky will strictly enforce this Policy and exercise all remedies available to protect Rocky Brands Products and Rocky's trademarks. "Rocky Brands Products" include; "Rocky®", "Georgia Boot®", "Durango®", "Michelin®", "4Eursole®", "Durango Leather Company®", "S2V Extreme®" and other acquired licensed/owned brands.

Internet Dealer is solely responsible for the functionality, display, and accuracy of the information represented on its website(s). Internet Dealer will ensure that each of its websites is in full compliance with this Policy and makes the following representations and warranties.

The Internet Dealer website(s) do not violate the laws, statutes or regulations of any jurisdiction.

The Internet Dealer website(s) do not violate the rights of any third parties in any jurisdiction, including without limitation, copyright, trademark, trade secret, patent, privacy or publicity rights.

The Internet Dealer website(s) do not include any material which harmful, pornographic, abusive, hateful, obscene, threatening, or defamatory, or which encourages illegal activities or racism or promotes software or services which deliver unsolicited mail, nor contain links to such websites through a direct link.

Rocky® reserves the right to revoke the status as Internet Dealer at its sole discretion upon providing 24 hours advance written notification.

Internet Dealer may not hold itself out as part of or endorsed by Rocky® and will not make any statements or promises on behalf of Rocky®. Internet Dealer URLs/Web Addresses will not be represented in such a way to give the impression that the website is part of or endorsed by Rocky®. Internet Dealer represents and warrants that it owns and controls all of the URLs named in this Policy.

Internet Dealer will only sell the Rocky Brands Products in accordance with the following terms and conditions:

1. Returns will be handled in accordance with Rocky's® Standard Terms and Conditions. All consumer returns are the sole responsibility of Internet Dealer. Defective Returns are covered under Rocky's® Standard Terms and Conditions. Due to the high number of unworn first quality returns inherent to online purchases, Rocky® will accept up to 5% of Internet Dealer's annual purchases to be returned to stock subject to the appropriate shipping, restocking and repackaging fees outlined in Rocky's® Terms and Conditions.
2. Internet Dealer agrees to comply with Rocky's® "Internet Minimum Advertised Price" ("iMAP") as outlined in Rocky's® Standard Terms and Conditions. Rocky Brands Products cannot be searchable at any price less than established "iMAP Pricing". Any deviation from the iMAP Pricing policy will constitute a violation of this Policy and Rocky® reserves all legal action available to enforce compliance. When Rocky® notifies Internet Retailer of a

violation, Internet Retailer will have 24 hours to correct the violation before additional action will be taken, up to and including suspension or termination of Internet Dealer status.

3. Internet Dealer must manage its business and inventory independently and promote specific items as deemed appropriate. Any Rocky Brands Product designated by Rocky® as discontinued or closed-out may be advertised and searchable at any price Internet Retailer deems appropriate as long as the price is not represented as an every-day price and the Rocky Brand Product is clearly identified as discontinued or closed-out. Internet Retailer is allowed 2 Off Price (iMAP Holidays) Events per calendar year (i.e. Father’s Day, Black Friday, Anniversary Sale, etc.) lasting no more than 5 calendar days each during which iMAP Pricing does not apply. The Off Price Event must be clearly identified with an end date. Longer durations and/or more frequent Off Price Events will constitute a violation of this Policy.
4. Upon Internet Retailer’s appointment subject to the terms and conditions set forth in this Policy, Rocky® grants Internet Retailer a limited, non-exclusive, non-transferable license to display on Internet Retailer’s website, subject to Rocky’s® approval, certain Rocky® trademarks and related logos, tag lines, text, graphics, logos, icons, and images (“Rocky® Content”). Upon reasonable request, Rocky® will provide Internet Retailer with the necessary graphical representations and use explanations regarding the Rocky® Content. Internet Retailer acquires no right or interest in the Rocky® Content except as a licensed user. The license granted through this Policy does not in any way limit Rocky’s® right to use any of the Rocky® Content online or elsewhere.
5. This license further includes a limited copyright license to use the Rocky Brands Product descriptions taken from the various Rocky Brands websites. This license does not include the grant of any right to copy or otherwise use product descriptions or other content appearing on other retailer websites. All intellectual property rights to the Rocky® Content are the property of Rocky® or its third party licensors. As a condition to the license granted herein, Internet Retailer agrees that it will not copy, use, create derivative works from, publicly display, edit, modify, or distribute the Rocky® Content in any way, except pursuant to the limited website use licensed herein. This license does not include the right to use Rocky® Content within or as a domain name address regardless of whether the Rocky® Content is used in whole, in part, or in conjunction with other terms.
6. This license is only valid and applicable for those specific URLs listed below. Any additional web addresses can only be added after Internet Dealer’s written request was approved by Rocky®.
7. No third party Internet sales and/or transactions on Amazon, eBay, and other similar sites are permitted without the prior written consent of Rocky®.

Internet Dealer must provide an email address (“Service Email Address”) which will be used to notify Internet Dealer of any iMAP violations or changes to this Policy.

Service Email Address: _____

URLs/Domain Names:

_____	_____
_____	_____
_____	_____

As a duly authorized representative of _____, I have reviewed Rocky's® Domestic E-Business Policy and agree to the terms and conditions outlined.

(Account Number)

(Account Name)

By: _____

Its: _____

E-mail address: _____

(Signature)

(Retail Signature & Date)

(Rocky Brands Signature & Date)

For all related inquiries, please contact our E-Commerce Department at eBusiness@rockybrands.com