



## Radiant Pools Brand Name Use Policy

(Effective 10/1/17)

The Radiant Pools name is our company's most valuable asset. Dealers are permitted to use it along with our registered trademarks, to promote our products to consumers. Use of the Radiant Pools brand name never extends beyond this specific purpose. Any other use is strictly prohibited.

The Radiant Pools brand name used in conjunction with a dealer's business entity name must always clearly distinguish the two as separate companies. Radiant Pools is the brand manufacturer and the dealer is the reseller of our products. There should be no question as to this relationship in the minds of consumers. Trojan Leisure Products, LLC's (dba Radiant Pools) companies and/or its subsidiaries are the only businesses permitted to use "Radiant Pools" to refer to themselves.

The following restrictions apply to all Authorized Radiant Pool dealers:

- Dealers are not permitted to register or own domain names using "Radiant Pools" or any diminutive of, (such as "RP") and may not combine any part of the Radiant Pools or any Radiant Pools product name into their own business name without express written permission.
- Dealers are not authorized to use all or any part of "Radiant Pools" in their email and/or URL addresses or as any part of the title of their homepage in the browser window. Examples of prohibited practices: [radiantpoolsdirect.com](http://radiantpoolsdirect.com), [radiantpools4u@yahoo.com](mailto:radiantpools4u@yahoo.com), [radiantpoolsforsale@hotmail.com](mailto:radiantpoolsforsale@hotmail.com), "Florida's Radiant Pool Showroom", [metricpools4sale@gmail](mailto:metricpools4sale@gmail.com) (.com or .net).
- Dealers are not authorized to use the term "Radiant Pools for sale" or any similar term on any page of their website, as a URL address or as any part of title in a browser window.
- "Radiant Pools" may not be used in directory listings online or in print, as their store's listing, along with or in lieu of their own business entity name. All directory listings that name Radiant Pools as a manufacturer must also include a dealer's business entity name so as to make clear that the dealer and Radiant Pools are separate entities.
- Dealers are not permitted to advertise, promote or sell Radiant Pools under any other brand name without express written permission. All Radiant Pool images used must be properly identified as Radiant Pools.
- Dealers may NOT make use of COMPANY'S graphical brand identity, visual designs, or copy the look and feel of COMPANY'S products, packaging, websites, and logos, as this can create confusion for viewers trying to discern DEALER'S real identity as distinct from COMPANY'S.
- Dealers may NOT make use of COMPANY'S graphical brand identity, visual designs, copyrighted images or content in conjunction with any other pool in print or online.
- The same policies apply to all Trojan Leisure Products, LLC brands and registered trademarks.



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## **Radiant Pools Authorized Dealer Sales and Internet Policy** (effective 10/1/17)

The Internet is an important marketing tool, and we encourage our Authorized Dealers to promote the Radiant Pools brand in an informative way online, in accordance with this Authorized Dealer Sales and Internet Policy, our Brand Name Use Policy, and our Dealer Agreement. As such, we expect our Dealers to provide an online experience that encourages consumers to visit an Authorized Dealer in their area for additional support, enhancing the Radiant Pools buying experience. The expertise of our Authorized Dealers is key to consumer confidence and each dealer can provide consumers with the knowledge and confidence to make the very best decision based on their needs. With this in mind, please adhere to the following:

Authorized Dealers can ONLY sell Radiant Pools to end user consumers in approved retail locations in their geographic territory / primary country of business.

- Radiant Pool Dealers are NOT authorized to sell Radiant Pools on their website, social media sites nor any other website including, but not limited, to forums, eBay, Amazon, Craigslist or other online 3rd Party Marketplaces.
- Radiant Pool Dealers are NOT authorized to show any pricing, including MAP pricing, for any Radiant Pools on their website and social media sites nor any other website including, but not limited, to forums, eBay, Amazon, Craigslist or other online 3rd Party Marketplaces.
- Radiant Pool Dealers are NOT authorized to sell or ship Radiant Pools to customers' locations where another Authorized Dealer is located.
- Radiant Pool Dealers are NOT authorized to sell or ship Radiant Pools to other retailers, distributors, or exporters.
- Radiant Pool Dealers are NOT authorized to sell or ship Radiant Pools to international customers if their territory is in the US, nor to US customers if their territory is in a country other than the US.
- Radiant Pool Dealers are NOT authorized to sell Radiant Pools in retail locations not disclosed in their Authorized Dealer Application AND approved in advance by Radiant Pools.

Authorized Dealers can ONLY sell Radiant Pools as is from manufacturer.

- Radiant Pool Dealers are NOT authorized to alter Radiant Pools in ANY way prior to resale.
- Radiant Pool Dealers are NOT authorized to alter Radiant Pools in ANY way and resell in different configuration or under a different name.
- Radiant Pool Dealers are NOT authorized to integrate Radiant Pools, as a whole or any part, into your own or 3rd party products and sell as bundles, with or without the use Radiant Pools brand name, without express written permission.

Radiant Pools Dealer Displays and other marketing materials.

- If Dealer ceases to be an authorized seller, all Radiant Pools display pools and promotional materials must be removed immediately from showroom and/or outdoor display or destroyed by Dealer or returned to Radiant Pools at Radiant Pools' sole option.
- If Dealer ceases to be an authorized seller, Dealer must immediately cease any and all use of the Radiant Pools trademarks in association with the sale, marketing, distribution, promotion or other identification of Dealer's company, and product offerings and remove all copyrighted images and content in Dealer's advertising, marketing and/or promoting in print and online including meta data, from Dealer's website and social media sites as well as any other website including, but not limited, to forums, eBay, Amazon, Craigslist or other online 3rd Party Marketplaces.

These policies apply to all Trojan Leisure Products, LLC products, brands and registered trademarks. The policies are subject to change or cancellation at any time.