

Orange Nebula, LLC

Internet Minimum Advertised Price (IMAP) Policy

Effective Date: January 1, 2026

Purpose

This IMAP Policy exists to protect the long-term value of our products and to support a healthy, sustainable retail ecosystem. It applies only to **advertised prices online**—not to actual selling prices.

1. Covered Products

This policy applies only to products listed on the **Orange Nebula Retailer Pricing & Availability Sheet** (the “IMAP List”).

- The IMAP List may be updated at Orange Nebula’s discretion.
 - This policy does **not** apply to discontinued, retired, used, damaged, distressed, or clearance items.
 - Orange Nebula may announce promotional periods when IMAP does not apply.
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2. The Policy

As a unilateral decision regarding how its products are marketed, Orange Nebula has determined that certain products should not be **advertised online** below their listed IMAP price.

- This policy does **not** control resale prices.
 - Partners remain free to sell products at any price they choose.
 - This policy applies only to **advertising**, not transactions.
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3. What Counts as Advertising

IMAP applies to all internet-based advertising, including:

- Websites and online stores
- Online marketplaces
- Email marketing
- Digital ads and banners
- Social media posts or ads
- Sponsored links or paid search

Auction listings may not display reserve, opening, or buy-it-now prices below IMAP.

Membership pricing is allowed if discounted prices are hidden from non-members.

4. What Is Not Covered

IMAP does **not** apply to:

- Print, radio, television, or direct mail advertising
- In-store signage
- Direct customer price quotes (by phone, email, or in person)

Language such as “call for price,” “email for price,” or “we match competitors” is permitted, provided no online price is shown below IMAP.

5. Enforcement

If a violation occurs:

- **First notice:** written warning with 2 business days to correct
- **Second notice:** written warning and potential stop-ship status for affected products

For repeated or ongoing issues, Orange Nebula may pause shipments, delay or cancel orders, or adjust purchasing terms as reasonably necessary.

6. Bundles

Bundles that are not created or approved by Orange Nebula may not reduce the effective value of IMAP-protected products below their listed IMAP price.

7. Unilateral Policy Statement

This IMAP Policy is a unilateral statement of Orange Nebula's intent. It is not a contract, is non-negotiable, and does not require acknowledgment or agreement.

All matters of interpretation and application of this policy remain within the sole, unilateral authority of Orange Nebula.

8. Policy Construction

No policy can anticipate every possible scenario. This IMAP Policy will be applied in Orange Nebula's **reasonable discretion** to address actions that attempt to circumvent the **spirit** of the policy, even if such actions do not explicitly violate its language.

Examples of prohibited conduct include, but are not limited to:

- Advertising discounted pricing through coordinated or "group sale" tactics designed to evade IMAP
- Displaying IMAP prices using strikethroughs, altered pricing, or similar visual manipulation

Such actions may be treated as IMAP violations and subject to appropriate remedies.

9. No Negotiation

Orange Nebula has adopted this IMAP Policy unilaterally and does not seek or accept input, confirmation, or assurances of compliance from retailers or resellers.

Orange Nebula will not discuss or negotiate the terms of this policy. Nothing herein constitutes an agreement between Orange Nebula and any partner regarding compliance.

10. Policy Updates & Price List

Orange Nebula reserves the right to amend, suspend, or modify this IMAP Policy or the IMAP List at any time, at its sole discretion.

Contact

Questions regarding this policy should be directed to:

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