

Customer Account Terms and Conditions
Updated September 4, 2019

Thirty-One Gifts LLC and its affiliates (collectively, “Thirty-One”) offers each Customer the option of forming an account (the “Account”). The Account operates under the terms and conditions set forth below unless otherwise expressly stated (the “Account Rules”). The Account Rules govern Thirty-One’s relationship with the holder of an Account (collectively, “Account holders,” and individually, an “Account holder,” or “you”), including how Account holders manage their accounts.

By opening an Account, or by using benefits of the Account, including without limitation, you agree that:

- you have read and accept these Account Rules; and you have read and accept the [Website Terms of Use](#) which are incorporated by reference herein; and
- you consent to the collection, use, and disclosure of your personal data by Thirty-One, and their authorized third-party agents and licensees in accordance with the Company’s [Privacy Statement](#).

All Account benefits, credits, amenities, offers, awards and services (collectively, “Benefits”) are subject to availability and may be changed or eliminated by Thirty-One at any time without notice. Thirty-One may terminate an Account, in whole or in part, with thirty (30) days’ notice unless otherwise required by applicable law. At Thirty-One’s sole discretion, Thirty-One may choose to substitute a similar Account for the Account at any time immediately without advance notice. If the Account is terminated, all unredeemed Benefits or credits will be forfeited without any obligation or liability, and no Benefits, including claims for awards or credits, related to the Account will be honored.

Except as otherwise expressly prohibited or limited by applicable laws, Thirty-One may at any time amend, modify or supplement these Rules and the structure for earning Benefits or the ability to obtain Benefits. Account holders are responsible for remaining knowledgeable of the Account Rules and any Account Rule changes. Account holders are responsible for ensuring that up-to-date contact information is on file with Thirty-One at all times. Your beginning and continued participation in the Account will constitute your acceptance of any Account Rule changes.

Eligibility. Creating an Account is free and available to any individual who: a) possesses the legal authority to agree to the Account Rules; b) resides in a jurisdiction which legally permits participation in the Account; c) provides valid and accurate personal information when enrolling in the Account; d) is not already an Account holder of an Account (i.e., does not already have an Account); and e) has not previously been terminated from an Account.

- a. If an Account holder has any questions about the Account or these Account Rules, the Account holder should contact, in the U.S., (614)414-4438 or ordersupport@thirtyonegifts.com, in Canada, (855)443-8731 or ordersupportcanada@thirtyonegifts.com.
- b. Account holders are responsible for reading the Company’s [Privacy Statement](#) in order to understand how Thirty-One collects, uses, and discloses an Account holder’s data. If an Account holder has any questions about the Company’s Privacy Statement or its collection, use, or disclosure of an Account holder’s data, the

Account holder should contact in the U.S., (614)414-4438 or ordersupport@thirtyonegifts.com, in Canada, (855)443-8731 or ordersupportcanada@thirtyonegifts.com.

Benefits of an Account. Maintaining an account allows a customer to receive information and discounts on products and/or shipping from time to time. Purchases made after an Account holder applies for an Account, less returns, credits, discounts, and adjustments may be used to calculate the Account holder's status. Benefits awarded may only be good for a limited time.

Conditions of Enrollment. An individual may apply to enroll in the Account by fully and accurately completing an application. Thirty-One may deny an application for an Account or terminate an Account at any time to any applicant in its sole discretion and without written notice.

Only individuals are eligible for Accounts, and each individual may maintain only one Account. All Accounts are individual Accounts and no joint Accounts are permitted. Account Benefits are non-transferable, unless specifically and individually approved by Thirty-One.

Accounts are only available to Thirty-One customers placing orders for purchases.

Upon the creation of the Account, an individual becomes eligible to earn Benefits offered from time to time.

An Account holder may not duplicate Accounts. If more than one Account is assigned to an individual for the Account, he/she will only receive Benefits for one Account. Duplicate Accounts may be combined or canceled at the sole discretion of Thirty-One.

Information provided by an Account holder will be maintained in a personal profile with the Account. All information provided by an Account holder in his/her personal profile must be valid and accurate and must be kept current.

The information an Account holder provides to Thirty-One when completing the Account application and redeeming Benefits is processed in accordance with Thirty-One's Privacy Statement. The Account will disclose Account holder information to: Thirty-One, person(s) authorized by the Account holder; Authorized Licensees (as defined in the Company's Privacy Statement); and marketing companies that provide services to the Company. Account holder information may be disclosed for one or more of the following purposes: 1) in order to better service the Account and the Account holder's preferences by keeping the Account holder informed of Account status and activities through printed or electronic statements; 2) to assess an Account holder's entitlement to Benefits; 3) to offer an Account holder additional products and services; and/or 4) to send periodic satisfaction or market research surveys. In choosing to become an Account holder, the Account holder consents to receive all the types of information described above, but the Account holder will be given the opportunity to modify mailing and other communication preferences.

Account Communications. All Account communications will be sent to an Account holder's email address currently provided in the Account holder's Account. Communications delivered to the address on file will be deemed to have been received one (1) business day after sending. Account holders must keep their email addresses current. Neither Thirty-One nor the Account shall have any responsibility for misdirected or lost mail or any consequences thereof.

Any time an Account holder contacts Thirty-One, Thirty-One may ask the Account holder to verify certain information for the purposes of verifying the Account holder's identity for security purposes. Thirty-One may monitor or record telephone calls to improve quality of service.

All information about Benefits will be available for review by an Account holder within the Account or will be forwarded to an Account holder's email address.

Earning Benefits. Purchases made after an Account holder applies for an Account, less returns, credits, discounts, and adjustments will be used to calculate the Account holder's status and Benefits. Benefits will be offered from time to time. Redeeming Benefits may require purchase and Benefits offers may be good for a limited time.

The accumulation of Benefits is subject to the Account Rules. Each Account holder is responsible for reading the Account Rules, and other communications in order to understand his or her rights, responsibilities, and status in the Account, as well as the structure for earning Benefits.

Benefits earned through participating in the Account may be subject to tax liability. Any governmental tax obligation, including disclosure, connected with the receipt or use of Benefits is the sole responsibility of the Account holder.

Accrued Benefits do not constitute property of the Account holder and have no cash value. Benefits accrued by an Account holder are for the Account holder's benefit only and may not be transferred to anyone for any reason. Account holders are prohibited from bartering or selling Benefits for cash or other consideration. Any Benefits which Thirty-One deems in its sole discretion to have been transferred in violation of the Account Rules may be confiscated.

Account holders must remain active in the Account to retain Benefits they accumulate. If an Account holder Account is inactive for **six (6)** consecutive months, that Account holder Account will forfeit all accumulated Benefits. Account holders can remain active in the Account by earning Benefits in the Account or redeeming Benefits in the Account at least once every **six (6)** months. Once Benefits are forfeited, the Benefits cannot be reinstated.

Canceling or Suspending Accounts. An Account holder may cancel his/her Account at any time by contacting, in the U.S., (614)414-4438 or ordersupport@thirtyonegifts.com, in Canada, (855)443-8731 or ordersupportcanada@thirtyonegifts.com. All unredeemed Benefits will be forfeited immediately and may not be reinstated or transferred.

Thirty-One may cancel an Account, which will result in the immediate forfeiture of accumulated Benefits at any time, for any reason or no reason, without written notice, and in Thirty-One's sole discretion including without limitation, if Thirty-One believes the Account holder has:

- Acted in a manner inconsistent with applicable laws, regulations, and/or ordinances;
- Acted in an inappropriate, fraudulent, abusive or hostile manner;
- Breached or violated any of the Account Rules;
- Fraudulently claimed eligibility to earn Benefits through the Account or any other offer, sale, Account, etc. through Thirty-One;
- Engaged in any misconduct or wrongdoing in connection with the Account or any other offer, sale, Account, etc. through Thirty-One.

Subject to applicable law, an Account will terminate automatically upon the Account holder filing for bankruptcy or otherwise being subject to the bankruptcy proceeding.

Nothing contained in these Account Rules will limit the Company in the exercise of any legal or equitable rights or remedies.

Effect of Account Cancellation. The Account and other related Benefits and services are the sole property of Thirty-One and are not the property of Account holder. On cancellation of Account for any reason, all unredeemed Benefits will be forfeited and an Account holder will no longer be able to access the Account. Benefits have no cash value and Thirty-One will not compensate or pay cash for any forfeited or unused Benefits.

If Thirty-One cancels an Account for any reason, the Account holder may not reapply for an Account and all Benefits will be forfeited.

If an Account holder cancels his/her Account, or if an Account holder Account becomes inactive as described above the Account holder may reapply for an Account at a later date, but no Benefits or Benefits previously forfeited or expired will be reinstated to the Account.

Modification and Termination of Account. Except as otherwise expressly prohibited or limited by applicable laws, Thirty-One has the right to change, limit, modify or cancel the Account Rules at any time, with or without notice, even though such changes may affect the value of Benefits, or the ability to obtain certain Benefits. Thirty-One may, among other things:

- Increase or decrease the number of Benefits;
- Withdraw, limit, modify or cancel any Benefit;
- Limit or restrict the Benefits offered or available; or
- Change Benefits, conditions of participation, rules for earning, redeeming, retaining or forfeiting Benefits, or rules governing the use of Benefits.

In accumulating Benefits, Account holders may not rely upon the continued availability of any Benefit, Benefit level and category.

Thirty-One may terminate the Account without notice. At Thirty-One's sole discretion, Thirty-One may choose to substitute a similar Account for the Account at any time immediately upon notice to active Account holders. An Account holder may not accumulate Benefits or claim Benefits after the termination of the Account. If the Account is terminated, all unredeemed Benefits will be forfeited without any obligation or liability, and no benefit or Benefits will be honored after the conclusion of the notice period.

All Account Benefits, credits, amenities, offers, awards and services are subject to availability and may be changed or eliminated at any time and without notice.

By accepting any Benefits, credits, amenities, offers, awards or services, an Account holder acknowledges that he/she is responsible for determining whether he/she is eligible to receive, and that he/she is eligible to receive, such Benefits under applicable laws, gift policies and incentive policies. Each Account holder must immediately notify Thirty-One if he/she is not eligible to receive any Benefits at any time. An Account holder must promptly notify Thirty-One in the event that he/she is not eligible for any reason, including, without limitation, pursuant to any applicable laws, gift policies or incentive policies, to earn Benefits that an Account holder may earn, or his/her Account has been credited with any Benefits or any other benefit that an Account holder may earn under the Account that he/she has not earned or is not eligible to earn.

Benefits may not be sold, bartered or transferred (other than by Thirty-One). Any attempted transfer, sale or barter will be void and will be confiscated. The Company and its

partners may refuse to honor or recognize any benefit which Thirty-One believes may have been transferred, sold or bartered.

Earning Benefits. No Benefits shall be credited for any transaction prior to the application for Account and acceptance of Account by Thirty-One. Purchases made after an Account holder applies for an Account, less returns, credits, discounts, and adjustments will be used to calculate the Account holder's status and Benefits. Benefits will be offered from time to time. Redeeming Benefits may require purchase and Benefits offers may be good for a limited time.

Redeeming Benefits. An Account holder may redeem Benefits offered from time to time.

Additional Terms. Thirty-One reserves the right to monitor the Accounts of all Account holders, at any time and without notice, for compliance with Account Rules.

At any time and in Thirty-One's sole discretion (including, without limitation, where an Account holder was not eligible to earn a specific benefit pursuant to these Account Rules), Thirty-One may correct any Benefit credited to an Account.

Benefits may be subject to income or other taxes. The Account holder is responsible for paying all such taxes and for making all applicable disclosures. Thirty-One will not be liable for any tax liability, duty or other charges in connection with the issuance of Benefits.

Thirty-One makes no warranties or representations, either express or implied, with respect to type, quality or fitness of goods or services provided through the Account.

Thirty-One is not responsible for:

- Any loss or misdirection of, or delay in receiving, any Account holder application, correspondence, redemption requests, or Benefits;
- Theft or unauthorized redemption of Benefits;
- Any acts or omissions of third parties;
- Any errors published in relation to the Account, including, without limitation, any pricing or typographical errors, errors of description, or errors in crediting or debiting of Benefits from Account holder Accounts. Thirty-One reserves the right to correct, without notice, any errors.

All interpretations of these Account Rules are at Thirty-One's sole discretion, and Thirty-One's decision will be final.

Thirty-One is the sole and exclusive owner or licensee of the trademarks, service marks, trade names, logos, and copyrighted or copyrightable materials of Thirty-One and its affiliates. Account holders shall never, directly or indirectly, interfere with, challenge, file applications for, or claim ownership of these trademarks anywhere in the world. Thirty-One's waiver of any breach of these Rules by any Account holder will not constitute a waiver of any other prior or subsequent breach of these Account Rules. Thirty-One's failure to enforce any Account Rule will not be deemed a waiver of any rights or remedies Thirty-One may have against that or any other Account holder. Thirty-One may waive compliance with these Account Rules in its sole discretion and may run promotions from time to time that provide enhanced Benefits to select Account holders.

IN NO EVENT WILL THIRTY-ONE, ITS SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY

KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE ACCOUNT, THESE ACCOUNT RULES, OR THIRTY-ONE'S OPERATION OF THE ACCOUNT.

Any disputes arising out of or related to the Account or these Account Rules will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of Ohio, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to the Account or the Account Rules may be filed only in the state or federal courts located in the State of Ohio, United States.

Holding an Account and earning and redeeming of Benefits are subject to all applicable local laws and regulations. Account holder Benefits are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the United States or Account holder's jurisdiction of residence. If any part of these Account Rules is held to be unlawful or unenforceable, that part will be deemed deleted from these Account Rules in such jurisdiction and the remaining provisions will remain in force.

The Account Rules, together with any other terms and conditions, rules, or regulations incorporated herein or referred to herein constitute the entire agreement between Thirty-One and Account holders relating to the subject matter hereof, and supersede any prior understandings or agreements regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the Account and/or Thirty-One's website.