

Commercial Account Agreement

THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS RELATING TO PURCHASES AND USE OF RESTRICTED GIFT CARDS AND ACCOUNT SERVICES FROM BRIDGE PURCHASING SOLUTIONS, INC., AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU OR THE ORGANIZATION OR COMPANY ON WHOSE BEHALF YOU ARE ACTING. YOU MAY NOT PURCHASE RESTRICTED GIFT CARDS OR ACCOUNT SERVICES FROM THIS WEBSITE IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS.

BY CLICKING ON THE “ACCEPT” BUTTON, (i) YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND CAPACITY TO ENTER INTO THIS AGREEMENT, AND THAT IF YOU ARE ACTING ON BEHALF OF AN ORGANIZATION OR COMPANY, AND (ii) YOU, OR THE ORGANIZATION OR COMPANY ON WHOSE BEHALF YOU ARE ACTING, ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT, AND YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON OR LEAVE THE WEBSITE.

THIS AGREEMENT PROVIDES THAT ARBITRATION WILL BE USED TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

- **ACCEPTANCE OF TERMS.** Bridge Purchasing Solutions, Inc., a Delaware corporation (“**Bridge**”, “**our**”, “**us**” or “**we**”), and you (“**Client**”, “**you**” or “**your**”) enter into this Commercial Account Agreement (this “**Agreement**”) as of the date of your acceptance of these terms and conditions on our website located at <http://www.bridgemart.com> (the “**Site**”).
- **CLIENT ACCOUNT.** We agree to establish an in-Store Commercial Account on the Site in the name of Client (the “**Online Account**”), the use of which and Client’s rights and obligations relating thereto are governed by this Agreement.
- **FORM AND USE OF RESTRICTED GIFT CARDS.** Restricted Gift Cards purchased via the Site may be issued in electronic, plastic, printed or other form, and may be used to purchase any products offered by any approved retailer.
- **AUTHORIZATION OF USERS.** Client agrees to provide its associates and employees with written authorization to make purchases on Client’s Online Account (individually or collectively, “**Authorized Employees**”) using the authorization form made available in the Client’s Online Account. Client shall be solely responsible for ensuring the security of the authorization process set forth herein and we may rely solely on such authorizations. Client agrees to pay for all purchases made under this Agreement, including payment of all sales taxes (to the extent a valid Tax Exempt certificate is not provided) and applicable fees and charges for services or products purchased or acquired under any Restricted Gift Card, as authorized by Client or any Authorized Employee.
- **PAYMENTS.** Payments will be made by Client using the methods made available on the Site. Selection and approval of payment options follow the invoice process on the Site.
- **UNUSED CARD BALANCES; NON-REFUNDABLE.** Bridge agrees to re-assign unused balances on Restricted Gift Cards upon the request of Client following the procedures provided in

Client's Online Account, but all payments received by us for account services are non-refundable and all unused balances on Restricted Gift Cards, including any unused balances as of cancellation of Client's Online Account, are refundable only in our sole discretion.

- **CANCELLATION OF ONLINE ACCOUNT.** Client may cancel its Online Account and terminate this Agreement and our provision of account services for any reason upon 30 calendar days' prior written notice delivered to Bridge.
- **OBLIGATION FOR CARD BALANCES.** Client agrees that, upon and following the issuance of any Restricted Gift Card, (a) the balance on such Card is solely an obligation of the issuer of such Card and not any obligation of Bridge or any of its officers, directors, employees, agents and affiliates, (b) Client will make no claim against Bridge or any of its officers, directors, employees, agents and affiliates in respect of the balance on such Card, and (c) Client will look solely to the Card issuer for payment on the balance on any Card. Client also agrees to the terms and conditions of any Card imposed by the issuer thereof, including any terms and conditions stated on any Card.
- **DISCLAIMER OF WARRANTIES FOR CARD PURCHASES.** We do not manufacture or control any of the products or services offered by any issuer of any Restricted Gift Card. The availability of Restricted Gift Cards or account services through the Site does not indicate an affiliation with or endorsement of any product or service offered by any issuer of any Restricted Gift Card or any manufacturer of any such products. **ACCORDINGLY, BRIDGE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR PRODUCTS PURCHASED UNDER ANY RESTRICTED GIFT CARD, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) WARRANTY OF TITLE, OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- **LIMITATION OF LIABILITY FOR ACCOUNT SERVICES.** IN NO EVENT SHALL BRIDGE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH OUR PROVISION OF ACCOUNT SERVICES TO YOU, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM MAY BE BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY FOR OUR PROVISION OF ACCOUNT SERVICES TO YOU, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE ACCOUNT SERVICES YOU HAVE PURCHASED THROUGH THE SITE.
- **CHANGES TO AGREEMENT.** The terms and conditions of this Agreement are subject to change by us without prior written notice at any time, in our sole discretion. Any such changes will be effective as of the "Last Updated Date" referenced on the Site. Your purchase of Restricted Gift Cards and/or account services through the Site on or after the "Last Updated Date" will constitute your acceptance of and agreement to any such changes, which shall also apply to all

prior purchases from us.

- **GOVERNING LAW.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.
- **WAIVER OF JURY TRIAL; BINDING ARBITRATION.**
 - **YOU AND BRIDGE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**
 - **ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**
 - The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures.
 - The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.
 - If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.
- **ASSIGNMENT.** Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Bridge. Any purported assignment or delegation in violation of this paragraph 14 shall be null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
- **NO WAIVERS.** The failure by Bridge to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Bridge.
- **NO THIRD-PARTY BENEFICIARIES.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Client.
- **BINDING EFFECT.** The terms and conditions of this Agreement shall be binding upon and

inure to the benefit of Bridge and Client and their respective successors and permitted assigns.

- **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, then that provision will be deemed severed from this Agreement and the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.
- **SURVIVAL.** All provisions of this Agreement that by their nature or terms should continue in effect after termination or expiration of this Agreement shall survive termination or expiration including.
- **ENTIRE AGREEMENT.** Our order confirmation and this Agreement will be deemed the final and integrated agreement between you and us concerning the matters contained in this Agreement.
- **NOTICES.**
 - To Client. Bridge may provide any notice to Client under this Agreement by either: (i) sending a message to the email address provided in the Client's Online Account or (ii) by personal delivery, overnight courier or registered or certified mail to the postal address provided in the Client's Online Account. Client may change the email address or U.S. postal address for notices to it solely in the manner provided in the Client's Online Account.
 - To Bridge. To give us notice under this Agreement, Client must contact us either: (i) by email to info@bridgemart.com or (ii) by overnight courier or registered or certified mail to Bridge Purchasing Solutions, Inc., P.O. Box 10950, Fayetteville, AR 72703, Attention: President and Chief Operating Officer. Bridge may update any address for notices to it by posting a notice on the Site.

Notices provided by email will be effective when the email is sent. Notices provided by overnight courier will be effective one (1) business day after they are accepted by the courier service. Notices provided by registered or certified mail will be effective three (3) business days after they are deposited in the U.S. mail.

- **ELECTRONIC SIGNATURE.**

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when:

- ISO or User's electronic signature is associated with the Agreement and related documents
- ISO or User consents and intend to be bound by the Agreement and related documents
- the Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record)

When accepted in electronic form, this Agreement and all related electronic documents shall be governed by the provisions of E-Sign. By pressing "Submit", "Accept" or "Agree", ISO or User, as the case may be, agrees:

- that the Agreement and related documents shall be effective by electronic means
- to be bound by the terms and conditions of this Agreement and related documents
- that it has had the ability to print or otherwise store the Agreement and related documents