

HXS REWARDS PROGRAM TERMS AND CONDITIONS

Last updated December 23, 2020

IMPORTANT! These HXS Rewards Program Terms and Conditions ("Program Terms") govern the HXS Rewards Program (the "Program") and your participation in the Program. These Program Terms constitute a binding agreement between you and Hardware X Supply Corporation ("HXS" OR "we" OR "us"). PLEASE READ THESE PROGRAM TERMS BEFORE PARTICIPATING IN THE PROGRAM, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE A BINDING CONFIDENTIAL ARBITRATION CLAUSE, A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND A WAIVER OF YOUR RIGHT TO A JURY TRIAL. BY ENROLLING OR PARTICIPATING IN THE PROGRAM, YOU ACCEPT AND AGREE TO BE BOUND BY THESE PROGRAM TERMS. If you do not agree to these Program Terms, then you should not enroll or otherwise participate in the Program.

Privacy and Additional Terms

Hardware X Supply's use of your information is governed by our [Privacy Policy](#), which is incorporated by reference into these Program Terms. To the extent of any conflict between the Privacy Policy and these Program Terms or the Terms of Use and these Program Terms, these Program Terms will prevail.

Modification and Cancellation

We reserve the right to alter, limit, modify, restrict, or cancel the Program, the Program conditions, the Program Benefits (as defined below), or any portion thereof and/or to modify these Program Terms (and any customer service policies or other documents related to the Program) at any time in our sole discretion with or without notice to you. Modified versions of the Program Terms will be posted at www.hardwarexsupply/pages/rewards-terms-and-conditions (or any other URL Hardware X Supply may provide from time to time), together with a revised "Last updated" date. Although we may elect to send a mail or email communication notifying Program members of the modifications, we are not obligated to do so and you hereby waive any right you may have to receive such notice. You should check this page periodically to see if any recent changes to the Program Terms have occurred. By participating in the Program after we post any such changes, you agree to the Program Terms as modified.

Eligibility

To be eligible for Program membership, you must: (i) be an individual at least 18 years of age; (ii) a resident of the fifty (50) United States, the District of Columbia, or the Commonwealth of Puerto Rico; and (iii) provide all required enrollment information. Except as otherwise provided in these Program Terms, business entities are eligible to participate in the Program, provided an authorized employee completes the enrollment process. Hardware X Supply retailers may exclude their employees from participating in the Program.

By enrolling in the Program, you are certifying that you meet all eligibility criteria. In addition, if you are enrolling on behalf of a business entity, you are certifying that you are authorized to bind, and do hereby bind, the business entity to these Terms.

Enrollment

There is no charge to enroll and participate in the Program.

You can enroll in the Program: (i) in store, by completing a Program enrollment form at an Hardware X Supply retail location that participates in the Program ("Participating Retailer"); (ii) by completing the Program enrollment process on the Site at: <https://hardwarexsupply.com/account/register>. Program enrollment on the Site requires a pre-existing Hardware X Supply online account ("Hardware X Supply Account"). If you don't have a Hardware X Supply Account, you can open one by completing the Hardware X Supply Account enrollment process on the Site at: <https://hardwarexsupply.com/account/register>. All required information must be provided, including full name, business name (if applicable), mailing address, and phone number. Additional required information may be identified during the enrollment process. Upon successful completion of Program enrollment, a Program account will be created ("Program Account") and you will become a Program member. Each Program member is limited to a single Program Account and Hardware X Supply may elect to terminate duplicate Program Accounts. Only Program members in good standing can participate in the Program.

Accruing Points

Members earn Program points ("Points") by making qualifying purchases on the Site. One hundred (100) Points will accrue for every \$1.00 spent on qualifying purchases, less any discount, coupon, Instant Savings, Reward redemption, or any other price adjustment made at time of purchase. Points will not accrue and may be deducted for any returns, credits, refunds, chargebacks, or voided transactions.

Qualifying purchases exclude: (i) taxes; (ii) gift cards; (iii) charitable donations; (iv) service fees; (v) any merchandise that Hardware X Supply, in its sole discretion, elects to exclude from time to time; (vi) any non-merchandise, such as services (including shipping, handling, assembly, and delivery charges); (vii) payments on accounts, credit card payments, finance and interest charges, and late fees; (viii) any purchase made on any website or application other than the Site; (ix) any purchase required to be excluded by applicable law.

Points will not be awarded retroactively. To earn Points for qualifying purchases on the Site, you must log in to your Hardware X Supply account before you make a purchase.

In addition, from time-to-time Hardware X Supply may elect to award Points in connection with special offers or promotions. Such Points are offered or awarded in Hardware X Supply's sole discretion, may not be offered, or awarded to all Program members, and are subject to the terms of the Special Offer. See each special offer or promotion for any specific terms, limitations, restrictions, or exclusions, including expiration dates.

Points for qualifying purchases will typically appear in your account within one (1) business days of your qualifying purchase. Points earned in connection with special offers or promotions will typically appear within the timeframe identified in the applicable offer or promotion. If you feel Points were not properly credited to your Program Account, you must notify us by contacting us at [Customer Service](#) within thirty (30) days of (i) the date on which the qualifying purchase was placed, or (ii) with respect to Points earned in connection with special offers or promotions, the date on which such Points should have been awarded per the terms of the applicable offer or promotion. You agree that our determination with respect to Points accrued shall be final. Points reflected in our records shall be deemed correct and we shall have the right to determine the Points to be awarded to you, consistent with these Program Terms, and to adjust or void Points at any time.

Hardware X Supply Rewards Referral Friend Offer

From time to time, Hardware X Supply may offer existing Program members the opportunity to participate in a Hardware X Supply Rewards Referral Friend Offer. Members (whether under the same or a different account) may only participate in a maximum of one hundred (100) Referral Offers, regardless of the Incentive (as defined below) being offered. Existing Program members who elect to participate in a Referral Offer will be assigned a unique URL link to share with friends and family who are not already Hardware X Supply Rewards members ("Non-members"). When members share their URL link with an eligible Non-member and the eligible Non-member enrolls in the Program by providing their email address, the Non-member will receive a \$5 off coupon. After the Non-member makes a qualifying purchase, the referring member will receive a \$5 off coupon. ("Referral Incentive") or such other incentive that Hardware X Supply has announced as the incentive at the time that particular URL link was issued (the "Current Incentive"). Referral Incentive and Current Incentive may be referred to interchangeably herein as the "Incentive." Limit one Incentive per Referral Offer. If there is any reasonable question as to what Incentive was being offered by Hardware X Supply at the time an URL link was issued, Hardware X Supply shall resolve the dispute in its sole discretion. Depending on the nature of the Incentive, the Incentive will either appear in the referring member's Program Account within approximately one (1) day following the Non-member's enrollment, or will be shipped or mailed to the referring member (at the address provided in the member's account) within two weeks' of the Non-member's enrollment, in Hardware X Supply's sole discretion. Hardware X Supply reserves the right to terminate the Referral Offer at any time, with or without advance notice. (Note: Removal of the Referral Offer from the App constitutes notice of the termination of the Referral Offer). Non-members must meet all Program eligibility requirements and must complete all Program enrollment requirements for the referring member to receive the Incentive. Hardware X Supply reserves the right (in its sole discretion) to reject any URL link, reject any Hardware X Supply Rewards enrollment or terminate any existing Hardware X Supply Rewards account (and prevent future enrollment by that person) if it suspects, in its sole discretion, that a member or Non-member involved in the use of such Invitation or attempted enrollment (a) has engaged in conduct to subvert the purposes of the Referral Offer, (b) has engaged or attempted to engage in fraudulent conduct to obtain an Incentive; or (c) has violated any Referral Offer or these Program Terms. Hardware X Supply may give notice of its decision to reject an Invitation URL link or terminate an account to the existing member and/or the Non-member by email, at its sole discretion. The Referral Offer is subject to these Program Terms. Void where prohibited. **By participating in this Referral Offer, you agree to Hardware X Supply Rewards Terms and Conditions, which are expressly incorporated herein. The Hardware X Supply Rewards Terms**

and Conditions are available for review at: www.hardwarexsupply/pages/rewards-terms-and-conditions. The Hardware X Supply Rewards Terms and Conditions are subject to change.

Earning and Redeeming Rewards

You must earn at least 500 Points to receive a Program reward ("Reward"). For every 500 Points accrued, you will receive a Reward redeemable for \$5.00 off the purchase price of eligible merchandise. If you earn multiple Rewards at the same time (because you have accrued 1,000 or more Points), the Rewards may be combined into a single Reward or Hardware X Supply may elect, in its sole discretion, to split the total value of the Rewards between multiple Rewards in denominations of Hardware X Supply's choosing.

Rewards are processed instantly in which the minimum 500 Point level is attained. Points are automatically deducted from your Program Account for issued Rewards. You cannot elect to retain the Points in your Program Account instead of receiving a Reward. Rewards are available in digital versions, as more fully described below, but digital versions of a Reward constitute a single Reward which may be redeemed only once.

Digital Rewards: Program Accounts with more than 500 Points will have a digital Reward ("Digital Reward") issued and available for redemption. Redemption of Digital Rewards requires a Linked Hardware X Supply Account and is not available to residents of Puerto Rico. Digital Rewards must be redeemed on the Site. In addition. For guidance on redeeming Digital Rewards, please review Hardware X Supply's policies.

Rewards can be applied toward the purchase of eligible merchandise only. Eligible merchandise excludes: (i) rentals; (ii) gift cards; (iii) shipping, handling, assembly, and delivery; (iv) payments on account, including house accounts and credit cards; (v) previously purchased merchandise; and (vi) taxes. Additional exclusions may apply.

Rewards are valid for a single transaction only. You may combine more than one Reward towards an eligible purchase and, except as otherwise prohibited, Rewards may be used in conjunction with other offers and discounts. If the value of the Reward(s) used is greater than the purchase price of eligible merchandise, before tax, no change will be given and the remaining balance of the Reward(s) will be forfeited. Rewards can be used until their expiration date, unless sooner redeemed.

Additional Benefits

Hardware X Supply, in its sole discretion, may offer additional benefits to Program members from time to time. These additional benefits may include:

- Offers and coupons exclusively for members
- Instant savings on the Site

Proof of Program membership may be required to take advantage of Program Benefits.

Expiration

REWARDS WILL ISSUE AND EXPIRE ACCORDING TO THESE PROGRAM TERMS, SO KEEP YOUR MAILING ADDRESS AND OTHER PROGRAM ACCOUNT INFORMATION CURRENT TO ENSURE YOU RECEIVE REWARDS AND OTHER PROGRAM BENEFITS.

Points: Points do not expire and unused Points will remain in your Program Account until you reach the minimum number of Points needed to receive a Reward.

Rewards: Rewards expire on the last day of the fourth month following the month in which they are issued and available for redemption on the Site. For example, if a Reward is processed and available for redemption in January, the Reward will expire on May 31. You can obtain information regarding Reward expiration dates through your Linked Hardware X Supply Account. The expiration date will appear on the Reward if there are any.

Additional Exclusions and Limitations

In addition to any exclusions, conditions, and limitations specified in these Program Terms, all Digital Rewards, offers, coupons, promotions, and other Program benefits (collectively, "Program Benefits") are subject to availability and to the terms of the Program Benefit. See each Reward, offer, coupon, promotion or other Program Benefit for any specific terms, limitations, restrictions, or exclusions, including expiration dates. Program Benefits are void where prohibited.

Value and Transfer

Points, Rewards, Hardware X Supply Rewards Coupons, and other Program Benefits: (i) have no cash value; (ii) cannot be exchanged for cash, in whole or in part; and (iii) have no value outside of the Program. The accumulation of Points does not entitle you to any vested rights with respect to Points, Rewards, or any other Program Benefits.

A member's Program membership, Program Account, Program Card, Points, Rewards, Hardware X Supply Rewards Coupons, special offers, and all other Program Benefits or awards are for the use of the named Program member only and cannot be sold, shared, assigned, bartered, or otherwise transferred. In the event of a divorce of a Program member, the named Program member retains all Points and Rewards unless otherwise provided by a valid and final court order submitted to Hardware X Supply. In the event of the death of a Program member, except as otherwise required by law, all Points and Rewards remain non-transferable.

Program Accounts; Program Account Termination

You are solely responsible for the accuracy and completeness of the information you supply in connection with your Program Account. Failure to keep your Program Account information current and complete may result in forfeiture or lapsing of Points, Rewards, Hardware X Supply Rewards status, Hardware X Supply Rewards Coupons, special offers, and other Program Benefits. You may access and update your information and access your Program Account status, including Points accrued, by contacting [Customer Service](#). You can also access and update your Program Account online by logging into your Linked Hardware X Supply Account on the Site.

You may terminate your Program Account at any time by contacting [Customer Service](#). Hardware X Supply may terminate your Program Account and your participation in the Program at any time, with or without notice to you and without liability or obligation to you, if we determine, in our sole discretion, that (i) you are ineligible for the Program; (ii) you have violated these Program Terms or the Terms of Use; (iii) you have engaged in illegal or fraudulent conduct or conduct that is dangerous, deceptive, improper, or objectionable; or (iv) it is advisable to protect the interests of Hardware X Supply, our retailers, employees, customers, Program members, or any third party.

In the event we cancel the Program, your Program Account will automatically terminate upon the effective date of Program cancellation.

Upon termination of your Program Account for any reason, your membership in the Program terminates and all Points are voided. However, unless your Program Account was terminated due to fraud or other misconduct, Rewards issued prior to termination of your Program Account will remain valid through the applicable expiration date.

Errors and Misconduct

We reserve the right, in our sole discretion, to adjust, postpone, or void your Program Benefits, including Points and Rewards, or revoke or cancel your Hardware X Supply Rewards status at any time without notice, in the event of actual or suspected (i) human or technical errors; (ii) technical disruptions; (iii) misconduct, fraud, or other activity that impairs the administration, security, integrity, or proper use of the Program, any Program Benefits, or any property of Hardware X Supply. In addition, we reserve the right, in our sole discretion, to adjust, postpone, or void your Program Benefits, including Points and Rewards, or revoke or cancel your Hardware X Supply Rewards status at any time without notice for any other reason we deem appropriate.

Disclaimer of Warranties and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM AND ALL RELATED PRODUCTS, SERVICES, AND PROGRAM BENEFITS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, HARDWARE X SUPPLY, ITS AFFILIATES, ITS RETAILERS AND THEIR RESPECTIVE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND VENDORS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LAW OR EQUITY, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, ARISING FROM THE PROGRAM OR YOUR USE OF THE PROGRAM OR ANY PRODUCTS, SERVICES, OR PROGRAM BENEFITS RELATED THERETO, INCLUDING DIRECT, INDIRECT, THIRD PARTY, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HARDWARE X SUPPLY, ITS AFFILIATES, ITS RETAILERS AND THEIR RESPECTIVE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND VENDORS, SHALL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR OR IN CONNECTION WITH: (i) YOUR PARTICIPATION IN THE PROGRAM, (ii) YOUR USE OF ANY PRODUCTS, SERVICES, OR PROGRAM BENEFITS RELATED TO THE PROGRAM, (iii) ANY UNAUTHORIZED ACCESS TO YOUR PROGRAM

ACCOUNT OR UNAUTHORIZED USE OF YOUR PROGRAM CARD OR REWARDS, OR (iv) TERMINATION OF YOUR PROGRAM ACCOUNT OR CANCELLATION OF THE PROGRAM.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY.

Arbitration Agreement

YOU AND HARDWARE X SUPPLY AGREE THAT ANY CLAIM OR DISPUTE AT LAW OR EQUITY THAT HAS ARISEN OR MAY ARISE BETWEEN US IN CONNECTION WITH THE PROGRAM WILL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS SECTION. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND HARDWARE X SUPPLY HAVE AGAINST EACH OTHER ARE RESOLVED.

You and Hardware X Supply agree that any and all disputes or claims that have arisen or may arise between you and Hardware X Supply in connection with the Program shall be resolved exclusively through confidential, final, and binding arbitration. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.** The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules and a form for initiating arbitration proceedings are available on the AAA's website at: www.adr.org.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either you or Hardware X Supply may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

Prohibition of Class and Representative Actions and Non-Individualized Relief

You and Hardware X Supply agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Hardware X Supply agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking

relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Program members. **YOU ARE GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.**

Miscellaneous

Applicable Law: The laws of the State of California, without regard to principles of conflict of laws, will govern the Program and any claim or dispute that has arisen or may arise between you and Hardware X Supply.

Taxes: Program members are solely responsible for any federal, state, or local taxes and/or government fees that may be imposed in connection with the Program.

Waiver: No delay or failure by Hardware X Supply to enforce any of these Program Terms shall be a waiver of any of our rights under these Program Terms.

Severability: The invalidity or unenforceability of any provision(s) of these Program Terms shall not affect the validity or enforceability of any other provision. In the event that any provision of these Program Terms is found to be invalid or unenforceable, these Program Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Construction: The headings used in these Program Terms are for convenience only, are not a part of this agreement, and do not affect the interpretation of any of the provisions of these Program Terms. Any reference to the term "including" means "including, without limitation." All references to currency are stated in United States dollars.

Survival: The provisions regarding disclaimer of warranties, limitation of liability, arbitration agreement, prohibition of class and representative actions and non-individualized relief, and these miscellaneous provisions shall survive termination of your Program Account or cancellation of the Program.

Customer Service

If you have any questions regarding the Program or your Program Account, please contact [Customer Service](#) or email us at info@hardwarexsupply.com.