

VIP Customer Program Terms and Conditions

Updated: February 1, 2019

1. How the VIP Customer Program Works. The VIP Customer Program is an optional program in which VIP Customers are rewarded for consistent purchasing. The Retro Company Group LLC ("retro co.") offers this program to its customers located in the United States (including the District of Columbia, Guam and Puerto Rico).

The VIP Customer Program enrollment fee is \$19.99 per year. You will be alerted when it is time to renew and will be charged \$19.99 for renewal. The enrollment fee for current Retro Fans will be waived (first renewal fee will be charged on January 31, 2020). The VIP Customer Program enrollment fee does not count towards QV or towards PV in general.

On the initial purchase, a VIP Customer can purchase either (i) one of the pre-configured product combinations created by retro co. or (ii) a customized order composed of product(s) chosen by the VIP Customer. If the "customized order" is \$100 + retail value, this order will be 10% off the full retail price of the products chosen. Any items that do not have QV will not receive the 10% discount. All discounts will reduce QV, CV and Retail Profit. The \$19.99 enrollment fee, shipping and tax and any non-QV products do not count towards the \$100 subtotal minimum used throughout these terms & conditions.

2. VIP Customer Program Perks.

a. Free Shipping. VIP Customers will receive free shipping on VIP Customer Program orders with a subtotal greater than \$100. This is to United States addresses (including the District of Columbia, Guam and Puerto Rico) and standard shipping will generally be ground shipping.

b. Product Credit of 15% of Subtotal. VIP Customers will earn credits for use on future purchases equal to 15% of the order subtotal paid by the VIP Customer. Credit expires in 60 days. Product credits will be calculated only on items that have QV after any discounts are applied. The \$19.99 enrollment fee, shipping and tax and any non-QV products will not be used in the calculation of product credit. All product credits will reduce QV, CV and Retail Profit. Product credits are not refundable, transferable or redeemable for cash value.

c. Complimentary Gift. VIP Customers will receive one complimentary gift (product(s) subject to change) per month until supplies last with their initial order and any future VIP Customer Program orders (as long as the subtotal of each order is greater than \$100). Complimentary gift is non-refundable and cannot be exchanged.

3. Sign Up. You may sign up for the VIP Customer Program through retro co.'s website. You must provide the required information, including a valid credit card, for the initial VIP Customer Program order and the annual \$19.99 renewal fee. If your credit card, shipping address or other information needed to process your VIP Customer Program order is not kept up to date, your VIP Customer Program account may be subject to termination.

4. Payment Authorization. By participating in the VIP Customer Program, you understand that the annual \$19.99 renewal fee will occur without any further action by you and will be automatically charged to your credit card.

5. Cancellation. You may cancel your VIP Customer Program membership at any time by logging in to your customer account, clicking on the "My VIP Customer Program" tab and then clicking "Cancel My VIP Customer Program". The \$19.99 enrollment fee is non-refundable.

6. Shipments. Your initial VIP Customer Program order will be shipped promptly upon completion of sign-up. Any auto-replenishment orders you choose to establish will be billed to your credit card and shipped following your initial VIP Customer Program order, depending your preferred order frequency. Please note that VIP Customer Program orders will not ship from the twenty-ninth day of each month thru the end of each month.

7. Inability to Charge Account. Retro co. is under no obligation to ship any products if your credit card is closed or cannot be charged.

8. Returns. If you are not completely satisfied with any product you purchase from retro co., you may return the unused portion of the product under the terms of the Love Guaranty and retro co. will (1) credit your customer account for the total purchase price of the product (less shipping and handling charges), or (2) upon your written request, replace the product without charge, or (3) upon your written request, refund the total purchase price of the product (less shipping and handling charges). (Refunds, when requested, will be issued to the original method of payment used to purchase the product unless that method of payment is unavailable, in which case a refund check will be issued to you.) Unless you request otherwise, retro co. will credit your account for the purchase price of the returned product. Credit on account is available for retro co. product purchases. If you have unredeemed credit on your customer account, you understand that retro co. may make efforts to locate me and advise me in writing of the credit. Credit on your customer account not used within twelve months will be forfeited. You also understand that any refund checks sent to you that remain uncashed for more than 180 days will not be honored and the amount of the check, less a processing fee of \$15 and a bank cancellation/stop payment fee of \$10, will be credited to your customer account, which credit on account shall be subject to the above notification process and associated service fees, unless otherwise restricted or prohibited by law. Retro co. reserves the right

to cancel the Agreement of any VIP Customer who abuses the Love Guaranty by excessively or improperly returning product.

9. Agreeing to retro co.'s Terms of Use and Privacy Policy. By participating in the VIP Customer Program, you agree to be bound by retro co.'s privacy policy and terms of use (including, without limitation, the arbitration and class action waiver provisions contained therein). Please see retro co.'s privacy policy and terms of use at theretrocompany.com. In the event of any conflict between these terms and conditions, on the one hand, and retro co.'s privacy policies and website terms of use, on the other hand, these terms and conditions shall control.

10. Communications with retro co. By participating in the VIP Customer Program, you agree to receive advertising, marketing materials and other communications from retro co. If you do not wish to receive these communications, you can request that they be discontinued by updating your profile at www.theretrocompany.com.

11. Term. The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of this Agreement and will remain in effect until: (1) you cancel this Agreement pursuant to Section 5 above or (2) retro co. cancels this Agreement upon written notice to you, which you agree retro co. may do at any time in its sole discretion.

12. Resale of Products: You agree that you will not offer retro co. products for sale via the Internet or other form of nationally available media. This obligation will continue even after your Agreement is terminated. You understand that retro co. shall have the right to prevent any such offers by legal action and that, to the extent permitted by law, you will be obligated to pay retro co.'s legal fees and costs in connection with any such legal action based upon your violation of this obligation.

13. Changes, Termination and/or Removal from the VIP Customer Program. Retro co. may revise and update this Agreement from time to time in our sole discretion. Your continued membership in the VIP Customer Program following the effective date of an amendment means that you accept and agree to the changes.

Retro co. may, in its sole discretion, alter, limit, or modify the VIP Customer Program rules, regulations, benefits, eligibility for VIP Customer Program membership, or any other feature of VIP Customer Program or may terminate the VIP Customer Program any time at its sole discretion. Retro co. reserves the right to exclude individuals from the VIP Customer Program in its sole discretion. Any abuse of the VIP Customer Program, failure to follow any terms of the VIP Customer Program, any misrepresentation or any conduct detrimental to the interests of retro co. not otherwise protected by law may subject members to membership revocation and will affect eligibility for further participation in the VIP Customer Program. If your VIP Customer Program membership is revoked or otherwise cancelled, any points in your account will automatically expire.

14. Limitation of Liability. IN ADDITION TO THE OTHER LIMITATIONS AND EXCLUSIONS IN RETRO CO.'S TERMS OF USE AND ANY OTHER AGREEMENTS, IN NO EVENT WILL THE RETRO COMPANY GROUP LLC OR OUR DIRECTORS, MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE VIP CUSTOMER PROGRAM. THE RETRO COMPANY GROUP LLC'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED \$100. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR VIP CUSTOMER MEMBERSHIP. 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 EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.