

LEWIS JEWELERS LOYALTY ROYALTY REWARDS PROGRAM TERMS & CONDITIONS

MEMBERSHIP AGREEMENT

This membership agreement is an agreement between you and Lewis Jewelers. Lewis Jewelers sets forth the terms and conditions of the Lewis Jewelers Loyalty Royalty Rewards Program, including offerings, promotions, member services and access to your Lewis Jewelers Loyalty Royalty Rewards Program Member account. Please carefully read this agreement before activating your account.

ACTIVATION

You must activate an account to participate in or to gain access to the Lewis Jewelers Loyalty Royalty Rewards Program, including any or all Royalty Program offerings, promotions and the like. To activate an account, you must complete a Royalty membership enrollment form with an associate at any Lewis Jewelers location, then read and agree to the terms of this agreement. Your Royalty membership is contingent upon continuous adherence to the terms and conditions, as well as any and all future modifications, provided in this agreement.

MEMBERSHIP ELIGIBILITY

You must be an individual, a resident of the United States and 18 years of age or older.

No machines, scripts or automated services may be used to accumulate any financial benefits derived from the use of Lewis Jewelers Loyalty Royalty Reward Points.

Each Royalty Member may maintain only one individual account.

Resellers may not participate in the Lewis Jewelers Loyalty Royalty Rewards Program.

MEMBERSHIP REQUIREMENT INFORMATION

As a Royalty Member, you must provide Lewis Jewelers with valid contact information, including your valid e-mail address, phone number, and home address, and keep Lewis Jewelers informed of any changes to your contact information. You agree to receive operational communications about the Lewis Jewelers Loyalty Royalty Rewards Program, as well as advertising and marketing material from Lewis Jewelers. Lewis Jewelers reserves the right to terminate WITHOUT PRIOR WARNING to any duplicate accounts, resulting in the potential loss of accumulated Royalty Points. Lewis Jewelers reserves the right to terminate WITHOUT PRIOR WARNING the account of any Royalty Member who construes his or her account so as to intentionally impersonate another Royalty Member. Lewis Jewelers reserves the right to terminate WITHOUT PRIOR WARNING any Royalty Member's account that contains untruthful information.

Lewis Jewelers Loyalty Royalty Rewards Program memberships are valid for one year from the date of activation and are automatically renewed for subsequent one year terms on the anniversary date of each subsequent year.

EARNING LEWIS JEWELERS ROYALTY POINTS

You will be credited, subject to the terms and conditions enumerated in this agreement, with Lewis Jewelers Royalty Reward points in an amount equal to 5% of the amount you spend on qualifying purchases that you make at Lewis Jewelers (see “Qualifying Purchases” below). Lewis Jewelers may offer opportunities to earn additional Lewis Jewelers Royalty Points from time to time in its sole discretion. You must provide your email address, account number or other identifying information at the time of purchase to earn Lewis Jewelers Royalty Points. Royalty Points will post to your account immediately. Lewis Jewelers Royalty Points will be earned by only one Royalty Member per transaction. Lewis Jewelers Royalty Points have no cash value. You cannot transfer your Lewis Jewelers Royalty Points to anyone else, including upon death or as part of a domestic relations matter; they may be used only by the Royalty Member to whom they were issued. Your Lewis Jewelers Royalty Point balance may not be negative. In the event any merchandise is returned to Lewis Jewelers for store credit or refund and the resulting Lewis Jewelers Royalty Point balance is calculated as a negative total as a result of a prior redemption, the value of that balance will be deducted from the Royalty Member’s credit or refund.

QUALIFYING PURCHASES

Lewis Jewelers will determine in its sole discretion what constitutes a qualifying purchase. The following items are considered non-qualifying purchases for which Lewis Jewelers Royalty Points will not be awarded, which list Lewis Jewelers may modify from time to time in its sole discretion: sales tax, repair charges, appraisal charges, custom designs, shipping charges, restocking fees, commercial purchases, purchases made for resale, promotional credits, purchases made with a gift card, cancellations, insurance, transaction fees and certain items that are excluded in particular promotions. Lewis Jewelers may offer discounts on its products and services in the form of coupons or premiums that you can order in lieu of Lewis Jewelers Royalty Points. Other exclusions may apply.

REDEEMING LEWIS JEWELERS ROYALTY POINTS

You may redeem your Lewis Jewelers Royalty Points at Lewis Jewelers (subject to the terms of this agreement) for a discount off purchase amounts equal to or greater than the value of the Lewis Jewelers Royalty Points presented for redemption, excluding non-qualifying redemptions (described below), and provided that 10,000 Lewis Jewelers Royalty Points is the minimum amount that may be redeemed towards any transaction. One Lewis Jewelers Royalty Point is equivalent to \$.01 only when redeemed for purchases

made at Lewis Jewelers in accordance with the terms of this agreement. A transaction may be for single or multiple item purchases. All other uses of Lewis Jewelers Royalty Points are considered illegitimate, and Lewis Jewelers will neither honor such uses, nor credit Lewis Jewelers Royalty Points from your account towards the financial obligations that you may incur from such transactions. Redeemed Lewis Jewelers Royalty Points are not reversible or refundable, except as specifically provided below. Merchandise purchased with Lewis Jewelers Royalty Points may be exchangeable, according to Lewis Jewelers' standard return policy. If an item purchased for which Lewis Jewelers Royalty Points were earned is returned, Lewis Jewelers Royalty Points will be deducted from your account in an amount equal to the number of Lewis Jewelers Royalty Points earned for the applicable purchase. If an item purchased with Lewis Jewelers Royalty Points is returned, at Lewis Jewelers' sole discretion, Lewis Jewelers Royalty Points may be added back to your account in an amount equal to the number of Lewis Jewelers Royalty Points used for the applicable purchase in lieu of any cash or credit refund.

The following items are considered non-qualifying redemptions for which Lewis Jewelers Royalty Points may not be redeemed: prior purchases, sales tax, shipping charges, restocking fees, commercial purchases, purchases made for resale, purchase of gift cards, insurance, transaction fees and certain items that are excluded in particular promotions. Other exclusions may apply.

LIMITS ON LIABILITY FOR TECHNOLOGICAL FAILURE

Lewis Jewelers will not be liable for any losses that you experience because the Lewis Jewelers Loyalty Royalty Rewards Program or its underlying technology is not operational or accessible to you, other Royalty Members or other individuals. Lewis Jewelers does not make any expressed or implied representation or warranties to you regarding the accuracy, reliability or availability of or other operations related to the Lewis Jewelers Loyalty Royalty Rewards Program, or that your access to your account will be uninterrupted or error-free. Lewis Jewelers is not responsible for injury or damage to Royalty Members' or to any other person's computers related to or resulting from participating in the Lewis Jewelers Loyalty Royalty Rewards Program or from downloading materials from Lewis Jewelers website. LEWIS JEWELERS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow limitations on or disclaimers of certain warranties, so some of the above may not apply to you.

PROGRAM TERMINATION

Lewis Jewelers reserves the right to terminate the Lewis Jewelers Loyalty Royalty Rewards Program at any time with notice via the email address that you will have provided to Lewis Jewelers at the time of your membership registration (or, alternatively, to an updated email address of which you have given Lewis Jewelers notice, or by mail to the address you have provided to Lewis Jewelers). Royalty Members will have 30 days after Lewis Jewelers sends such notice to redeem any Lewis Jewelers Royalty Points held in each Royalty Member's account, subject to the terms of "Redeeming Lewis Jewelers Royalty Points" above. Lewis Jewelers will not be responsible for failing to notify you successfully of Lewis Jewelers Loyalty Royalty Rewards Program termination when such failure is caused by an error in your email program or on your email server, or if you have provided Lewis Jewelers with an inaccurate email or mailing address, or if you fail to check for your email online, or if you fail to inform Lewis Jewelers of a change in your email or mailing address.

MEMBERSHIP EXPIRATION, CANCELLATION AND TERMINATION

In the event that a Royalty Member has no activity on his or her account (accumulation or redemption) for a period of one year, Lewis Jewelers reserves the right to close such Royalty Member's account, and any Lewis Jewelers Royalty Points accumulated shall be forfeited by such Royalty Member.

Membership may be cancelled at any time by sending notice of withdrawal from the Lewis Jewelers Loyalty Royalty Rewards Program in writing by mail to Lewis Jewelers at 19335 Gulf Freeway Dr, Webster, TX 77598 or by email to info@lewisusa.com. A Royalty Member shall have 30 days following such Royalty Member's voluntary withdrawal from the Lewis Jewelers Loyalty Royalty Rewards Program to redeem all Lewis Jewelers Royalty Points remaining in his or her account, subject to the terms of "Redeeming Lewis Jewelers Royalty Points" above. After such 30 day period has expired, the Royalty Member's account shall be closed, the Royalty Member shall no longer have access to his or her account, and any Lewis Jewelers Royalty Points remaining in the Royalty Member's account shall be forfeited.

If you are found to have used, or to have attempted to use, any part of Lewis Jewelers' infrastructure, web site or technology for illegitimate purposes, including but not limited to tampering, hacking, spoofing, using robots or scripts, copying, distributing, spamming, modifying or otherwise corrupting the administration, security or proper function of any part of the Lewis Jewelers Loyalty Royalty Rewards Program, then you will forfeit without compensation all accumulated Lewis Jewelers Royalty Points. Additionally, your membership in the Lewis Jewelers Loyalty Royalty Rewards Program will be terminated immediately, and you will be prohibited from all future participation in the Lewis Jewelers Loyalty Royalty Rewards Program. If appropriate, you also will be prosecuted to the fullest extent that the law permits as a result of any damages to Lewis Jewelers.

If you refuse or fail to abide by any of the terms and conditions of this agreement, Lewis Jewelers may cancel your membership privileges immediately, including, but not limited to, cancelling all of your accumulated Lewis Jewelers Royalty Points.

Lewis Jewelers may, in its sole discretion, terminate your membership in the Lewis Jewelers Loyalty Royalty Rewards Program for any reason, with or without cause, and with or without explanation. All limitations on liability and rights of Lewis Jewelers under this agreement shall survive any such termination.

INTELLECTUAL PROPERTY RESTRICTIONS

All materials related to the Lewis Jewelers Loyalty Royalty Rewards Program, unless otherwise stated, are the exclusive property of Lewis Jewelers. Lewis Jewelers retains all rights to all Lewis Jewelers website design, text, graphics and the selection and arrangement thereof, as well as all software and other implemented technologies owned by Lewis Jewelers. Any unauthorized copying or publication of the Lewis Jewelers Loyalty Royalty Rewards Program or any subject matter associated therewith will constitute an infringement of Lewis Jewelers' rights under applicable law, and you will be subject to all of the damages and other penalties available under those laws, including criminal prosecution where available.

"Lewis Jewelers" is a trademark of Lewis Jewelers. All related trademarks, logos, service marks and trade names are proprietary and are owned and controlled by Lewis Jewelers. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of such trademarks, logos, service marks or trade names without the prior express written consent of Lewis Jewelers.

GENERAL LIMITATIONS OF LIABILITY

LEWIS JEWELERS SHALL NOT BE LIABLE TO A ROYALTY MEMBER FOR ANY LOST PROFITS, LOST DATA OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF LEWIS JEWELERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND OTHER TORTS. THE LIMITED WARRANTY AND LIMITED LIABILITY PROVISIONS CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF THE BARGAIN HEREUNDER, AND LEWIS JEWELERS WOULD NOT AGREE TO PROVIDE THE SERVICES TO ANY MEMBER ABSENT SUCH LIMITATIONS.

PRIVACY POLICY

The information you provide as a Royalty Member will be handled according to Lewis Jewelers' privacy policy, which is set forth on the Lewis Jewelers web site (www.lewisusa.com).

GENERAL

(a) Governing Law; Jurisdiction: This agreement shall be governed by and construed under the laws of the State of Minnesota as between Minnesota residents and without reference to conflict of laws principles. No action, regardless of form, arising out of this agreement may be brought by either party more than one year after the cause of action arises, with the exception of violation of Lewis Jewelers' proprietary rights in software or confidential information. The United Nations Convention on the International Sale of Goods shall not apply to this agreement or the subject matter hereof. Upon Lewis Jewelers' request, each Member agrees to submit to the jurisdiction and venue of a court in Minneapolis, Minnesota.

(b) Arbitration: Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be resolved by either a small claims action or by binding arbitration in Minneapolis, Minnesota, USA, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties agree not to file any action of any kind in any court other than small claims except as necessary to obtain a judgment upon an award rendered by an arbitrator pursuant to this paragraph. The parties specifically agree that no party is entitled to injunctive relief of any kind from any court and that the Commercial Arbitration Rules of the American Arbitration Association contain adequate provisions for any interim relief that any party will ever need in any dispute concerning any and all dealings between Lewis Jewelers and any Member. Further, in any such dispute, under no circumstances will any Member be permitted to obtain awards for, and each Member hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs directly associated with such Member's participation in the Lewis Jewelers Loyalty Royalty Rewards Program). Each Member further waives all rights to have damages multiplied or increased.

(c) Assignment and Binding Effect: Members may not transfer or assign directly or indirectly their rights or obligations under this agreement. Lewis Jewelers may assign any or all of its rights or obligations hereunder without the consent of any Member. Subject to the foregoing sentences, this agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Any assignments in violation of this paragraph shall be null and void.

(d) Force Majeure: Except for payment obligations, nonperformance of Lewis Jewelers shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, acts of God or any other cause beyond the reasonable control of Lewis Jewelers.

(e) Waiver: The failure of Lewis Jewelers to exercise any right given to it by or to insist upon strict adherence to the terms of this agreement shall not constitute a waiver of any terms or conditions herein with respect to any other or subsequent breach.

(f) Participation: If local laws prohibit your participation in any part of the Lewis Jewelers Loyalty Royalty Rewards Program, including membership, then you are responsible for complying with such laws, and your Lewis Jewelers Royalty Rewards membership and this agreement or relevant portions thereof will be void where prohibited by such laws.

(g) Taxes: Taxes may apply where required by law.

(h) Severability: If any provision of this agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and all other provisions contained herein will remain in full force and effect.

MODIFICATION OF THIS AGREEMENT

Lewis Jewelers reserves the right, at Lewis Jewelers' sole discretion, to modify any part of the Lewis Jewelers Loyalty Royalty Rewards Program or this agreement at any time by changing this agreement or other information on our web site, as well as statements in our disclaimers or other content of our web site, at any time WITHOUT PRIOR WARNING to Members. It is entirely the responsibility of each Member to fully apprise himself or herself immediately of any and all changes instituted in the Lewis Jewelers Loyalty Royalty Rewards Program, or other knowledge or statements presented on the Lewis Jewelers website or via email. Upon any changes to this agreement, each Member, having informed himself or herself immediately of the changes to this agreement, must decide whether to maintain his or her Membership in the Lewis Jewelers Loyalty Royalty Rewards Program. If the Member disagrees with the modified terms of this agreement, his or her sole recourse is to withdraw from the Lewis Jewelers Loyalty Royalty Rewards Program entirely and promptly in the manner described above in "Membership Expiration, Cancellation and Termination."

ACCEPTANCE

By completing the online enrollment form and clicking on the agreement check box in that form, by completing, signing and submitting a written enrollment form at a Lewis Jewelers location or by using the

Lewis Jewelers Loyalty Royalty Rewards Program, you are indicating that you are 18 years of age or older, that you have entirely read, understand and completely agree to abide by all of the terms and conditions set forth in this agreement and that you agree to be inexorably bound by the terms and conditions of this agreement, as permissible under applicable law.