



## **Billers Direct Terms & Conditions**

**THESE TERMS AND CONDITIONS (THE “AGREEMENT”) EXCLUSIVELY GOVERN ALL CREDIT CARD TRANSACTIONS COMPLETED VIA THE [\[https://billpay.centricbrands.com\]](https://billpay.centricbrands.com) WEBSITE (THE “SITE”) BY AND BETWEEN YOU, THE CUSTOMER IDENTIFIED ON ANY BUYER PURCHASE ORDERS (“CUSTOMER”) AND CENTRIC BRANDS HOLDING LLC, ITS AFFILIATES AND SUBSIDIARIES (“CENTRIC”) (COLLECTIVELY, THE “SERVICES”). ACCEPTANCE OF CUSTOMER’S ORDERS AND CENTRIC’S AGREEMENT TO FURNISH GOODS ARE EXPRESSLY CONDITIONED ON CUSTOMER’S ASSENT TO THESE PROVISIONS. THE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY CENTRIC WITHOUT PRIOR NOTICE AT ANY TIME, IN CENTRIC’S SOLE DISCRETION.**

### **1. ELIGIBILITY TO PURCHASE:**

- a. Purchases may be made only by a Customer that: (i) can lawfully enter into and form contracts in accordance with the laws of the State of New York and the United States; (ii) has been issued a valid credit card by a bank acceptable to Centric and that has authorized Centric (and Centric’s third party processor) to process a charge or charges on Customer’s credit card in the amount of the total purchase price for the goods it wishes to purchase; and (iii) has a valid address to which merchandise may be delivered.
- b. By ordering or attempting to order merchandise through the Site, Customer expressly authorizes Centric, or Centric’s payment processor, to perform a one-time per purchase credit check, and where necessary, to transmit or to obtain Customer’s credit card information or credit report information to or from third parties solely: (i) to authenticate Customer’s identity; (ii) to validate Customer’s credit card; (iii) to obtain an initial credit card authorization; and/or (iv) to authorize individual purchase transactions.

**2. CUSTOMER INFORMATION:** As part of the account creation process necessary to obtain access to certain portions of the Services, including those portions that allow Customers to complete purchases through the Site (each, an “Order”), Customer will select a username and a password. Customer will provide Centric with certain registration information (the “Customer Information”), all of which must be accurate, truthful and updated. Customer hereby agrees that it shall not: (i) select a username already used by another person; (ii) use a username in which another person has rights without such person’s authorization; or (iii) use a username or password that Centric, in its sole discretion, deems offensive or inappropriate. Centric reserves the right to deny creation of a Customer’s account based on Centric’s inability to verify the authenticity of such Customer’s Customer Information. Customer shall be solely responsible for maintaining the confidentiality of its password. Customer shall immediately notify Centric at [creditcardsupport@centricbrands.com](mailto:creditcardsupport@centricbrands.com) of any known or suspected unauthorized use(s) of its account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of its password or credit card information. Customer is fully responsible for all usage

and activity on its account, including, but not limited to, use of the account by any third party authorized by Customer to use its username and password. The use of Customer's account by any individual under age eighteen (18) is strictly prohibited. If the computer system on which Customer accessed the Services is sold or transferred to another party, Customer warrants and represents that it will delete all cookies and software files obtained by or through use of the Services. Centric reserves the right to terminate any given Customer's account, in its sole discretion, at any time without notice. Customer may terminate its account at any time by contacting Centric at [creditcardsupport@centricbrands.com](mailto:creditcardsupport@centricbrands.com). Upon termination, Customer will receive an automated confirmation via e-mail that the request was received, and its account will be terminated within five (5) business days. Customer is responsible for all charges incurred up to the time the account is terminated. Notwithstanding anything else herein, Centric reserves the right to pursue any and all claims against any user of any Customer's account. Customer agrees to maintain only one account at any time and certifies that it currently has no other account(s) providing the Services.

### 3. PAYMENT:

- a. Credit card payments may be made with any card that is acceptable to Centric, which shall be clearly advertised on the Site ("Payment Card"). Payment Card holders are subject to validation checks and authorization by the card issuer prior to the shipment of goods. Customers making payment via the Site shall be charged a two percent (2%) convenience fee, which fee shall be included in the shipping and handling charge. An Order will not be shipped until it is authorized by Customer's credit card processor.
- b. Prior to the shipment of an Order, Customer must pre-pay for such Order in full. Centric shall obtain a pre-authorization for the full amount of the Order ("Pre-authorization") in order to process and dispatch the Order. Freight costs shall be fairly estimated based on the information available to Centric at the time the Order is placed and such freight costs shall be included in the Pre-authorization amount. Customer shall be charged for any actual freight costs above the amount included in the Pre-authorization.
- c. The Pre-authorization will temporarily reduce the available credit on Customer's credit card for the earlier of thirty (30) days or the date the Order is fulfilled and finally charged to Customer's credit card.
- d. If the Pre-authorization is rejected by Centric or Centric's third party processor for any reason, the Order will be declined and Customer will be notified by email that the Pre-authorization failed.
- e. All charges will appear on Customer's credit card statement as "Centric Brands Holding LLC". Customer will have the ability to view the final invoice charges and the status of a Pre- authorization charge via the Site.

### 4. ACCEPTANCE:

- a. Once an Order has been placed, Customer shall receive an email acknowledging the details of Customer's Order, including an Order number. This email is NOT an acceptance of Customer's Order. Unless Customer cancels its Order, acceptance of such Order and completion of the contract between Customer and Centric will occur when the goods Customer offered to purchase are placed in the custody and control of a common carrier. An Order shall be deemed a sales contract concluded in, and governed by the laws of, the State of New York, without regard to conflict of laws provisions.

- b. All goods shall be received subject to Customer's right of acceptance and rejection; provided, however, that if goods are not rejected within thirty (30) days of receipt thereof, they shall be deemed to be accepted.
- c. Centric reserves the right to refuse to process a transaction for any reason or to refuse service to anyone at any time at Centric's sole discretion.

5. REFUNDS: In order to receive a refund, to which Customer may be entitled pursuant to the terms of the applicable Order, Customer must contact Centric at [creditcardsupport@centricbrands.com](mailto:creditcardsupport@centricbrands.com) and provide the confirmation number of the Order for which it seeks a refund. Upon receipt of Customer's written request for a refund for an Order, Centric will begin the approval process to determine the refund eligibility of the goods purchased pursuant to such Order. If Centric determines that Customer is entitled to a refund, Centric will process such refund in accordance with the terms provided on the associated Order. The refund will be processed approximately twenty (20) business days from the date of approval.

**6. DISCLAIMER: THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO CUSTOMER THROUGH THE SITE ARE PROVIDED BY CENTRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. CENTRIC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO CUSTOMER THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, THAT THE SITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO CUSTOMER THROUGH THE SITE, ITS SERVERS, OR ELECTRONIC COMMUNICATIONS SENT FROM CENTRIC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CENTRIC DOES NOT GUARANTEE ANY RESULTS FROM CUSTOMER'S USE OF THE SITE AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY AGREES THAT ITS USE OF THE SITE IS AT CUSTOMER'S SOLE RISK. THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.**

**LIMITATION OF LIABILITY: CUSTOMER HEREBY AGREES THAT CENTRIC IS A MERE AGENT FOR THE PROVIDERS OF THE SERVICES, INCLUDING BUT NOT LIMITED TO CREDIT CARD PROCESSORS. ANY AND ALL CLAIMS REGARDING ANY FAILURE OR BREACH WITH RESPECT TO THE SERVICES OFFERED THROUGH THE SITE ARE LIMITED TO CLAIMS AGAINST ANY AND ALL SERVICE PROVIDERS. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL CENTRIC, ITS SUPPLIERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS BE LIABLE TO CUSTOMER FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF CENTRIC HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR IN CONNECTION WITH (I) THE USE OF OR INABILITY TO USE THE SERVICES OR ANY LINKS OR ITEMS ON THE SERVICES OR ANY PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO,**

**LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS; OR (II) THE GOODS OR SERVICES PROVIDED BY ANY CARRIER OR OTHER SUPPLIER THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE OR OTHERWISE, OF SUCH CARRIER OR SUPPLIER AND CUSTOMER HEREBY EXONERATES CENTRIC FROM ANY LIABILITY WITH RESPECT TO THE SAME. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL CENTRIC'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY CUSTOMER, IF ANY, FOR ACCESSING THE SITE.**

**7. TERMINATION:**

- a. Customer may terminate this Agreement, with or without cause and at any time, by written notice to Centric, discontinuance of its use of the Services and payment-in-full to Centric of all outstanding Orders.
- b. Customer agrees that, without notice, Centric may terminate this Agreement, or suspend Customer's access to the Services provided on the Site, with or without cause at any time and effective immediately. This Agreement will terminate immediately without notice from Centric if Customer, in Centric's sole discretion, fail to comply with any provision of this Agreement.
- c. Centric shall not be liable to Customer or any third party for the termination or suspension of the Services provided on the Site, or any claims related to the termination or suspension of the Services. Upon termination of this Agreement by Customer or Centric, Centric shall close Customer's account, and Customer must: (i) discontinue its use of the Services; and (ii) pay in full any outstanding financial obligations payable to Centric.

**8. SECURITY:** Centric takes all reasonable precautions to make the Site secure, which level of security shall be consistent with reasonable industry standards. All credit card transactions on the Site are processed using a secure online payment gateway that stores Customer card details in a secure host environment.

**9. CONFIDENTIALITY:** Centric shall comply with all applicable federal and state laws, rules and regulations relating to the privacy and protection of Customer Information, including, without limitation, applicable data breach notification laws. Centric shall not use Customer Information, nor shall Centric duplicate Customer Information or retain records thereof, except as necessary to complete the Services hereunder and as required by applicable law. Customer should be aware that the providers of some features of the Services may subscribe to confidentiality provisions that differ from the provisions provided herein. Centric is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

**10. GOVERNING LAW:** This Agreement shall be governed and construed in accordance with

the laws of the United States and the State of New York, without giving effect to conflicts-of-law principles thereof. Customer agrees to submit to the personal jurisdiction of the state and federal courts located in New York County in the State of New York with respect to any legal proceedings that may arise in connection with the Services or from a dispute as to the interpretation or breach of this Agreement.

11. **THIRD PARTY BENEFICIARIES:** This Agreement does not and is not intended to confer any rights or remedies upon any person or party other than you.

**12. DISPUTE RESOLUTION AND BINDING ARBITRATION:**

- a. YOU AND CENTRIC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. 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 OR PAYMENT FOR PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

- b. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES (THE "AAA RULES") THEN IN EFFECT, EXCEPT AS MODIFIED BY THIS SECTION 12. (THE AAA RULES ARE AVAILABLE AT [ADR.ORG](http://ADR.ORG) OR BY CALLING THE AAA AT 1-800-778-7879.) THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION.**

**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.**

**(C) YOU MAY ELECT TO PURSUE YOUR CLAIM IN COURT RATHER THAN ARBITRATION IF YOU PROVIDE US WITH WRITTEN NOTICE OF YOUR INTENTION DO SO WITHIN 30 DAYS OF YOUR PURCHASE. THE ARBITRATION OR COURT**

PROCEEDING WILL BE LIMITED SOLELY TO YOUR INDIVIDUAL DISPUTE OR CONTROVERSY.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR CENTRIC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

---

13. **MISCELLANEOUS:** Customer accepts that Centric has the right to change the content or technical specifications of any aspect of the Services at any time in Centric's sole discretion. Customer further accepts that such changes may result in Customer's being unable to access the Services. The failure of Centric to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Sections 1 through 7, 8(c), and 9 through 16 shall survive any termination of this Agreement.

14. **HEADINGS:** The section titles in this Agreement are used solely for the convenience of Customer and Centric and have no legal or contractual significance.

15. **SEVERABILITY:** If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.

16. **PRIVACY POLICY:** By agreeing to the terms of this Agreement, you declare that you have read and agree to the terms and conditions in Centric's Privacy Policy, which includes Centric's data use.

17. **ENTIRE AGREEMENT:** This Agreement and any other terms and conditions of service on the Site, or referenced herein, and its successor, constitute the entire agreement between Customer and Centric and govern Customer's use of the Site and the Services.

For any questions or concerns related to this Agreement, the Site or the Services or the use thereof, please contact Centric at [creditcardsupport@centricbrands.com](mailto:creditcardsupport@centricbrands.com).