

NEXUS LOYALTY REWARDS TERMS OF USE

Effective Date: August 1, 2016

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE NEXUS LOYALTY REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE NEXUS LOYALTY REWARDS PROGRAM.

These Terms of Use apply to your access to, and participation in, the Nexus Loyalty Rewards program ("Nexus Loyalty Rewards") which is operated by Nexus Shooting, LLC, or its respective subsidiaries, licensees and affiliated companies (collectively, "Nexus" or "Company") in the fifty (50) United States of America. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Nexus for other products and services. Nexus reserves the right to change, modify and/or eliminate Nexus Loyalty Rewards and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to Nexus Loyalty Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to www.NexusShooting.com, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the Nexus Loyalty Rewards program confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to Nexus Loyalty Rewards. If you do not agree to the Terms of Use, you must stop participating in Nexus Loyalty Rewards.

The Nexus Loyalty Rewards program is intended for personal use only. Commercial use is prohibited. Program membership is not available to corporations, businesses, charities, partnerships, enterprises, or any other entity. Employees of Nexus Shooting are not eligible to participate in the Nexus Loyalty Rewards program.

Member is responsible and liable for any tax consequences which may result from Member's participation in the Program. Membership required at purchase to receive promotional pricing. Price adjustments are eligible only during that promotional pricing period.

This program is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use Nexus Loyalty Rewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

Nexus reserves the right to cancel any rewards account for which it has incomplete, inaccurate, false or fictitious personal information. In the event that Nexus cancels your rewards account, or terminates the Program or your membership in the Program for any reason, all Rewards points earned on your account will be forfeited. Any fraudulent or unauthorized use of your Nexus Membership Card is strictly prohibited, and may result in termination or disqualification from the Program. The Card is not a credit card. The Card is the property of Nexus and it may be revoked at any time by Nexus at their sole discretion. Any unauthorized reproduction of the Card may lead to legal prosecution and forfeiture of membership in the Program and all Points earned.

JOINING NEXUS LOYALTY REWARDS AND EARNING POINTS

Purchasing any level membership of Nexus automatically enrolls the customer into the Nexus Loyalty Rewards program. The Nexus Membership card enables a Member to earn rewards points on certain behaviors or purchases. In order for a purchase to be eligible to earn rewards points, the member must present their

membership card before the transaction is complete in order to associate the points to their rewards account. Points do not have a fixed value, may not be redeemed for cash, and transfer to any other entity or individual is prohibited. Points accrue at the current published rate and may vary depending on membership level or promotional periods (see membership terms or promotional terms for details). Immediate cancellation of the rewards account and forfeit of the Member's points will occur for any attempted transfer. Occasionally, promotions may be offered that will award points with the purchase of certain products or services during the promotional period, and may when specified require completing a registration process. After a promotion has ended, promotions will not be applicable to any rain check items purchased after the promotional period. No points are earned on the portion of a transaction that was paid for by utilizing redemption dollars or store credit. Points are earned on purchases of gift cards; however, redeeming gift cards earns no points. Points will be deducted from the Member's account on any return of merchandise. There is no annual limit to the number of points that a Member may accrue. Points will not be awarded if in Company's reasonable opinion the merchandise purchased will be used for resale or commercial use and any Points awarded on such purchases will be forfeited. Points have accrued retroactively since Nexus opened in May 2013 for all prior purchases made by members where a member card was presented and associated to the transaction order.

Current point accrual basis as of 8/1/16:

- Base membership level: one hundred points are earned per dollar spent (one point per cent) on eligible purchases.

REDEEMING POINTS:

Points are added to your account and only eligible for redemption 3 days after the initial payment or upon pickup of a firearm subject to a waiting period, whichever is later. When purchasing eligible items and/or services, the Member may opt to redeem accumulated points or continue saving their points for future use. If the Member opts to redeem Points, they will be converted according to current published redemption schedules. Points can be redeemed for Nexus Cash Redemption Certificates and the value of the Nexus Cash redemption will be deducted from the total price of the purchase of items and/or services. Redemption Certificates may only be used in their entirety and no partial or fractional use or redemptions of the certificates are permitted. Redemption Certificates may not be used to purchase gift cards. In the event that the order is less than the value of the certificate, any unused portion of a redemption certificate is forfeited. No change is given for partially used Nexus Cash Redemption Certificates. Redemption Certificates will not be paid out in cash or store credit.

In order for Members to redeem points, they must be in good standing with all dues paid and account must be current and up to date with no open orders or balances. A valid Member Card as well as a valid government issued photo ID must be presented to verify identity in order to redeem points.

Nexus Cash certificates may be applied to fulfill payment on any past open orders with unpaid outstanding balances on a members account at the sole discretion of Nexus.

Current redemption schedule as of 8/1/16:

- 70,000 points for one \$10 Nexus Cash Redemption Certificate (1.4% rate)

MEMBER INFORMATION AND COMMUNICATIONS:

Member agrees to allow Nexus to communicate via email, mail, phone, external websites, and various other channels. Nexus may also communicate via text or mobile device with the Member. Nexus may use these methods of communication to communicate account status, notify eligibility for a reward, rewards program changes, offer promotions, offer discounts or coupons, and offerings that Nexus believes may be of interest to you, and more. Members under the age of 18 or who choose to opt out of all marketing communications will only receive messages related to their Rewards account. All member information will be protected in accordance with our privacy policies as applicable.

MISCELLANEOUS

Without notice to you, Nexus reserves the right to suspend any Nexus Membership Card and/or terminate your account and/or your participation in Nexus Loyalty Rewards if Nexus determines in its sole discretion that you have violated these Terms of Use, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Nexus may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in Nexus Loyalty Rewards is terminated, then all accumulated points in your account are void. Nexus reserves the right to apply any accumulated points or Nexus Cash Redemption Certificates towards any open orders with a balance due that members may have.

Without notice to you, Nexus also reserves the right to "unregister" and make ineligible for the Nexus Loyalty Rewards program any rewards account that has been inactive for two (2) consecutive years. Inactive is defined as no points earned. In the event that your Nexus Card or account is unregistered or rendered inactive, then all accumulated points in your account are void.

Without notice to you, in the event that your lifetime Nexus Membership has been revoked, terminated, or otherwise cancelled or a periodic renewable membership is terminated, cancelled, or otherwise not renewed, all accumulated points will be forfeited.

Nexus reserves the right to terminate, discontinue or cancel the Nexus Loyalty Rewards program at any time and in its sole discretion without notice to you.