

GIFT CARD TERMS & CONDITIONS

These Finley Farms Gift Card Terms & Conditions ("Terms & Conditions") apply to the Finley Farms Gift Card and E-Gift Card (collectively referred to as the "Card"). In these Terms & Conditions, "you" and "your" refer to the person who has purchased, received, or used the Card, and "we," "us," "our," and "Finley Farms" means Ozark Mill, LLC, the issuer of the Card and all of its parents, subsidiaries and affiliates, and their respective directors, officers, agents, employees, attorneys, predecessors, successors, and assigns. **By purchasing, accepting, or using the Card, you have agreed to these Terms & Conditions and the terms and conditions listed on the Card.**

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT WHICH LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR FINLEY FARMS WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

1. **Customer Service or Balance Inquiries:** For customer service or balance inquiries, see any cashier, or call (417) 210-6644.
2. **Use:** The Card is redeemable for merchandise, food and beverages only at Finley Farm's shops and restaurants, or online at finleyfarmsmo.com.
3. **Cash Redemption:** Except as required by law, the Card is not redeemable or exchangeable for cash, check, or credit.
4. **Not Reloadable:** The Card is not a credit or debit card and is not reloadable.
5. **Lost or Stolen:** If lost, stolen, or damaged, the Card can be replaced for any remaining value if satisfactory proof of purchase is provided.
6. **No Expiration:** The Card does not expire and is valid until redeemed.
7. **Issuer:** The Card issuer is Ozark Mill, LLC.
8. **Amendments:** We may, in our sole discretion, to the extent permitted by law, at any time amend these Terms & Conditions by posting revised Terms & Conditions. Please check back here for any amendments to these Terms & Conditions. Any amendments shall apply to outstanding Cards and all Card transactions that occur on or after the effective date of the amendments, unless otherwise indicated by us. By the acts of purchasing, accepting, and/or using the Card after the effective date of any amendment to the Terms & Conditions, you have communicated your consent to the amendment.
9. **No Waiver:** Our rights to enforce any provision of these Terms & Conditions shall not be waived by any failure by us to enforce the strict performance of any provision of these Terms & Conditions.
10. **Severability:** If any provision of these Terms & Conditions shall be deemed unlawful,

void, or unenforceable for any reason, the remaining provisions shall not be affected, and these Terms & Conditions shall be interpreted as if the invalid provision was not a part hereof.

11. **Governing Law:** By purchasing, accepting, retaining, or using the Card, you have agreed that the laws of the state of Missouri, without regard to principles of conflicts of laws, will govern these Terms & Conditions.

12. **DISPUTE RESOLUTION BY BINDING ARBITRATION**

- a. If a dispute, claim, or controversy of any kind arises out of or relates to the Card, these Terms & Conditions, or the purchase, sale, or use of the Card, you and we agree to resolve any such dispute, claim, or controversy exclusively through binding arbitration. **You should review this provision carefully. This arbitration provision limits your and our ability to litigate claims in court, and you and we each agree to waive your and our respective rights to a jury trial. Any arbitration under this provision shall take place on an individual basis; class arbitrations and class actions are not permitted. You will not have the right to participate as a class representative, private attorney general, or member of any class of claimants for any claim subject to arbitration. A claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with the arbitration proceedings between you and us. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator in accordance with this arbitration provision.**
- b. Arbitration is usually an informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence at a hearing and then issue a binding ruling in the form of an award. You and we understand that in an arbitration, discovery is more limited than in a court, and review by courts is very limited.
- c. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (a "Notice"). Any Notice to us should be addressed to General Counsel, Ozark Mill, LLC, 2500 E. Kearney Street, Springfield, MO, 65898 (the "Notice Address"). Any Notice must (i) describe the nature and basis of the dispute, claim, or controversy and (ii) set forth the specific relief sought. If you and we do not reach an agreement to resolve the dispute, claim, or controversy within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or we shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.
- d. You and we agree, upon written demand made by you or us, to submit to binding arbitration of any and all disputes, claims, and controversies between you and us, whether based on contract, tort, fraudulent misrepresentation, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to these Terms & Conditions, the Card, the benefits provided by the Card, any advertisements, promotions, or oral or written statements related to the Card, any relationships that result from the purchase or use of the Card (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to these Terms & Conditions or this arbitration provision), or the scope or enforceability of these Terms & Conditions, including the determination of the applicability of this agreement to arbitrate (collectively, "Claims"). All

parties retain the right to seek relief in a small claims court for Claims within the jurisdictional limits of the small claims court. The arbitration of any Claim shall be conducted by the American Arbitration Association (the "AAA") or any other arbitrator mutually agreed upon by you and us. In any event, the arbitration of any Claim shall be conducted in accordance with the AAA's Consumer Arbitration Rules (the "Rules"). The Rules are available online at www.adr.org or by calling 800.778.7879. In the event of any inconsistency between this arbitration provision and the Rules, such inconsistency shall be resolved in favor of this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation, and enforceability of these Terms & Conditions, notwithstanding any other choice of law provision contained in these Terms & Conditions.

- e. After the 30 day period in 12(c) above, either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. We may be given notice at the Notice Address. If you decide to initiate arbitration, you agree to pay the initiation fee of \$200 (or the amount otherwise required by the AAA Rules), and we agree to pay the remaining arbitration initiation fee and any additional deposit required by AAA to initiate your arbitration. We will pay the costs of the arbitration proceeding, including the arbitrator's fees; however, other fees, such as attorney's fees and expenses of travel to the arbitration, shall be paid in accordance with the AAA Rules and applicable law. We will pay all costs associated with any arbitration that we commence.
- f. A single arbitrator shall decide all Claims. The arbitrator shall be an active member in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge.
- g. You and we agree that the arbitrator shall: (i) limit discovery to non-privileged matters directly relevant to the Claim; (ii) grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (iii) have authority to grant relief only with respect to Claims asserted by or against you individually; and (iv) provide a written statement stating the disposition of each Claim and a concise written explanation of the basis for the award and shall make specific findings of fact and conclusions of law to support any arbitration award. Unless inconsistent with applicable law, and except as otherwise provided herein, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. Any arbitration proceedings shall be conducted in the federal judicial district of your residence, and you will be given the opportunity to attend the proceeding and be heard. If your Claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with the Rules. Judgment upon any award rendered in arbitration may be entered in any court having competent jurisdiction.
- h. Demand for arbitration under this arbitration provision must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim is also barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with this arbitration

provision.

- i. The arbitrator's decision will be final and binding upon the parties and may be enforced in any federal or state court that has jurisdiction. You and we agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.
- j. Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action or seeking enforcement of intellectual property rights. You and we agree that the taking of these actions or any other participation in such litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us.
- k. **You may choose to opt out of these arbitration procedures within 30 days from the date you accept these Terms ("Opt Out Deadline").** You may opt out of these arbitration procedures by completing the **opt-out form** and sending the opt-out form to the following notice address: Arbitration Director, Ozark Mill, LLC, 2500 E. Kearney Street, Springfield, Missouri 65898. Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your Claims in arbitration or small claims court.
- l. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable, except that unenforceability of the prohibitions on any Claims being handled on a class or similar basis shall render the entire arbitration agreement unenforceable. No waiver of any provision of this Section 12 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms.

Beware when buying re-sold gift cards. The FTC advises to avoid buying gift cards from online auction sites, because the cards may be counterfeit or may have been obtained fraudulently. Learn more at <https://www.consumer.ftc.gov/articles/gift-card-scams>