



**KANSAS CITY  
BRIDAL GROUP**

2017

## Dropship Vendor Application

Sell Your Products on Our  
Wedding Website

[www.KansasCityBridalGroup.com](http://www.KansasCityBridalGroup.com)



**KCBG**



# Dropship Vendor Application



### Drop Shipping Information

#### What is Drop Shipping?

Drop shipping is when you have other retailers sell your products for you. When they receive an order for your product, they send you the order with payment and you ship it direct to the end customer.

#### Drop Shipping with the Kansas City Bridal Group

The Kansas City Bridal Group offers Drop Shippers of wedding and special event items to host products in our store for us to help sell for you. The Kansas City Bridal Group website is designed to help local brides and grooms connect with local vendors to plan their wedding. We offer the online store, a Bridal Expo, and other resources such as a Wedding Planning Workbook to help engaged couples create their perfect day!

Our goal is to support local small business owners. For a low fee, you can promote your wedding and special event related products in our online store. Drop ship vendors will also receive a FREE ad in our “Find Local Vendors” section with a backlink to an item of theirs in our store. We even help promote your products on our website and social media. When a product is ordered, we send you the order and payment immediately and you ship the item direct to the customer!

You get to control the pricing & sales for your item! Yes, you get to list the price you want us to sell your item for including any customization fees and shipping costs. You are in total control of any sales and specials for your items!

Please note, all products listed on our store must go through a special approval process. Once approved, we will post your product(s) to our store and send you a notification. Seller fees will NOT be charged until your account and first product is approved and listed. There is no limit to how many items you can add to our store. Each product must be individually approved.

We hold our vendors to high standards so we can ensure the brides and grooms get the special day they deserve. We reserve the right to revoke any vendor account due to an excessive number of customer complaints, poor quality standards, poor customer service, delayed shipping, etc.



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## Drop Shipping Vendor Application

### Vendor Information

Company Name \_\_\_\_\_ Category \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Contact Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Tax ID #: \_\_\_\_\_ Website: \_\_\_\_\_

Facebook: \_\_\_\_\_ Twitter: \_\_\_\_\_

Instagram: \_\_\_\_\_ Pinterest: \_\_\_\_\_

Other Social Media: \_\_\_\_\_

Return Policy: \_\_\_\_\_

### To Receive Payments:

Paypal – Email for payments: \_\_\_\_\_

### Account Options

Standard Seller Account – \$20/month\* + 15% of total sale

- Includes 1 FREE promotion a month of 1 of your products listed in our store to our social media platforms to help generate sales.

Pro Account – \$39/month\* + 8% of total sale

- Includes 1 FREE promotion a WEEK of 1 of your products listed in our store to our social media platforms to help generate sales.

\*Monthly fees begin when your first item is approved and posted to our store.

Credit Card Authorization:  Visa  Mastercard  Amex  Discover

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Signature Authorization: \_\_\_\_\_



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## Product Listing Form

\*Please note, each product must be independently approved by the Kansas City Bridal Group LLC. Email form and photos of product to [vendorstore@kansascitybridalgrou.com](mailto:vendorstore@kansascitybridalgrou.com). Once approved we will add your item to our store and send you a notification of its listing.

Please list the products to be listed in our store:

1. Title: \_\_\_\_\_

Item #: \_\_\_\_\_ Qty Available: \_\_\_\_\_ Custom Item:  Y  N

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Options (Size, Color, Etc): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Price (Please list the price you charge us. We will list our own price on our website):  
\_\_\_\_\_

Additional Fees (Customization, etc): \_\_\_\_\_

Shipping Options & Fees: \_\_\_\_\_

Turnaround Time: \_\_\_\_\_

2. Title: \_\_\_\_\_

Item #: \_\_\_\_\_ Qty Available: \_\_\_\_\_ Custom Item:  Y  N

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Options (Size, Color, Etc): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Price (Please list the price you charge us. We will list our own price on our website):  
\_\_\_\_\_

Additional Fees (Customization, etc): \_\_\_\_\_

Shipping Options & Fees: \_\_\_\_\_

Turnaround Time: \_\_\_\_\_



# Dropship Vendor Application

## Drop Ship Vendor Agreement

### Introduction

This User Agreement, the User Privacy Notice and all policies posted on our sites set out the terms on which Kansas City Bridal Group offers you access to and use of our sites, services, applications and tools (collectively "Services"). All policies and the User Privacy Notice are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services.

The entity you are contracting with is Kansas City Bridal Group Inc., 1520 Clay St, Ste J-3, North Kansas City, MO 64116.

In this User Agreement, these entities are individually and collectively referred to as "Kansas City Bridal Group," "we," or "us."

**Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see Disclaimer of Warranties; Limitation of Liability and Legal Disputes provisions below). It also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Legal Disputes, Section B ("Agreement to Arbitrate")). Unless you opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

### About Kansas City Bridal Group

Kansas City Bridal Group is a marketplace that allows users to offer, sell and buy wedding and special event related items. The actual contract for sale is directly between the seller and buyer. Kansas City Bridal Group is not a traditional seller.

While we may provide pricing, shipping, listing, sourcing, and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, Kansas City Bridal Group has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

### Using Kansas City Bridal Group

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an Kansas City Bridal Group policy, for example, the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot contact the seller (see our Unpaid item policy);
- fail to deliver items sold by you, unless you have a valid reason as set out in an Kansas City Bridal Group policy, for example, the buyer fails to comply with the posted terms in your listing or you cannot contact the buyer;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems (see about our Feedback policies);
- transfer your Kansas City Bridal Group account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Kansas City Bridal Group or the interests or property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of Kansas City Bridal Group;
- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any Kansas City Bridal Group application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to Kansas City Bridal Group. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Kansas City Bridal Group or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- commercialize any Kansas City Bridal Group application or any information or software associated with such application, except with the prior express permission of Kansas City Bridal Group;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures we use to provide the Services.

Sellers must meet Kansas City Bridal Group's minimum performance standards. Failure to meet these standards may result in Kansas City Bridal Group charging you additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are abusing Kansas City Bridal Group in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.



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If we believe you are violating the policy on **Offers to buy or sell outside of Kansas City Bridal Group**, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and enforcement. If you are a seller, you are liable for transaction fees arising out of all sales made using some or all Kansas City Bridal Group Services, even if sales terms are finalized or payment is made outside of Kansas City Bridal Group.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion.

## Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers.

## Fees

The fees we charge for using our Services are listed on our **Standard Selling Fees page**. We may change our seller fees from time to time by posting the changes on the Kansas City Bridal Group site 14 days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

You must have a payment method on file when selling on Kansas City Bridal Group and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retain collection agencies and legal counsel, and, for accounts over 180 days past due, request that PayPal deduct the amount owed from your PayPal account balance. In addition, you will be subject to **late fees**. Kansas City Bridal Group, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information Kansas City Bridal Group reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at Kansas City Bridal Group Inc., C/O Collections, 1520 Clay St, ste J-3, North Kansas City, MO 64116. If you wish to dispute the information a collection agency reported to a credit bureau regarding your Kansas City Bridal Group account, you must contact the collection agency directly.

## Listing Conditions

When listing an item, you agree to comply with Kansas City Bridal Group's rules for listing and Selling Practices policy and that:

- All listings must be individually approved by the Kansas City Bridal Group. Once approved, the Kansas City Bridal Group will add your product to our store.
- You are responsible for the accuracy and content of the listing and item offered.
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). Kansas City Bridal Group can't guarantee exact listing durations.
- Content that violates any of Kansas City Bridal Group's policies may be deleted at Kansas City Bridal Group's discretion.
- We may revise data in the Kansas City Bridal Group product catalog to supplement, remove, or correct information; if your listing uses catalog data that has been revised, those revisions may modify your listing accordingly.
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - buyer's location, search query, browsing site, and history;
  - item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
  - seller's history, including listing practices, Detailed Seller Ratings, Kansas City Bridal Group policy compliance, Feedback, and defect rate; and
  - number of listings matching the buyer's query.
- To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.
- Some advanced listing upgrades will only be visible on certain Services.
- Kansas City Bridal Group's **Duplicate Listing Policy** may also affect whether your listing appears in search results.
- Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results.
- We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to other sellers.

## Content

When providing content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce against Kansas City Bridal Group, our assignees, our sublicensees, and their assignees your Intellectual Property Rights in that content in connection with our, those assignees', and those sublicensees' use of that content.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this Agreement, does not and will not infringe any Intellectual Property Rights of any third party. Kansas City Bridal Group takes no responsibility and assumes no liability for any content provided by you or any third party.



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We may offer catalogs including, for example, product images, descriptions and specifications that are provided by third parties (including Kansas City Bridal Group users). You may use catalog content solely in your Kansas City Bridal Group listings. The permission to use catalog content is subject to modification or revocation at any time at Kansas City Bridal Group's sole discretion.

While we try to offer reliable data, we cannot promise that the catalogs or other content provided through the Services will always be available, accurate, complete, and up-to-date. As a buyer, you agree that Kansas City Bridal Group is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not attempt to hold us liable for any inaccuracies. As a seller, it is your responsibility to review the content of your listings for accuracy and that you will not attempt to hold our catalog providers or us responsible for inaccuracies. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings included within the catalogs and not to create any derivative works based on catalog content (other than by including them in your listings).

The name "Kansas City Bridal Group" and other Kansas City Bridal Group marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of Kansas City Bridal Group in the U.S. and other countries. They may not be used without the express written prior permission of Kansas City Bridal Group. A non-exhaustive list of our trademarks and the policy governing their use is available [here](#).

## Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. Kansas City Bridal Group's Verified Rights Owner (VeRO) program works to ensure that listed items and content on our site or in our apps do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team and we will investigate. [Learn how to submit a notice to Kansas City Bridal Group.](#)

## Holds

To protect Kansas City Bridal Group from risk of liability for your actions as a seller, Kansas City Bridal Group has at times recommended, and may continue to recommend, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category, transaction value, or the filing of an Kansas City Bridal Group Money Back Guarantee case. This may result in PayPal restricting funds in your PayPal account.

## Authorization to Contact You; Recording Calls; Analyzing Message Content

Kansas City Bridal Group may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. Kansas City Bridal Group may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. As described in our User Privacy Notice, Kansas City Bridal Group may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. If you do not wish to receive such communications, you may change your communications preference at any time, including through the communication preferences section of your Kansas City Bridal Group Dropship Vendor Account.

Kansas City Bridal Group may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by Kansas City Bridal Group to carry out the purposes we have identified above.

Kansas City Bridal Group may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Kansas City Bridal Group or its agents for quality control and training purposes, or for its own protection.

Kansas City Bridal Group's automated systems scan and analyze the contents of every message sent through its messages platform, including messages between users, to detect and prevent fraudulent activity or violations of Kansas City Bridal Group's User Agreement, including the incorporated terms, notices, rules, and policies. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in your message being delayed or withheld. Kansas City Bridal Group may store message contents, including to conduct this scanning and analysis.

## Privacy of Others; Marketing

If Kansas City Bridal Group provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

## Additional Terms

### • Returns and Cancellations

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, Kansas City Bridal Group will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within their Kansas City Bridal Group Drop ship vendor account. You agree to comply with our returns policy.

When an item is returned, to refund the buyer, you (as seller) authorize Kansas City Bridal Group to request that PayPal remove the refund amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file.

The cost of return shipping for an item that is not as described is the seller's responsibility.

You (as seller) authorize Kansas City Bridal Group to place the return shipping label cost on your invoice, subject to your automatic payment method on file when:

- A Kansas City Bridal Group-generated return shipping label is used, and the seller is responsible for its cost;





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- You fail to send your buyer a return shipping label and, instead, a Kansas City Bridal Group-generated shipping label is used; and/or
- A transaction is cancelled, to refund the buyer, you (as seller) authorize Kansas City Bridal Group to request that PayPal remove the refund amount (in same or other currency) from your PayPal account. See our **Cancellation Policy** for more details.

- **Kansas City Bridal Group Money Back Guarantee**

Most Kansas City Bridal Group sales go smoothly, but if there's a problem with a purchase, the Kansas City Bridal Group Money Back Guarantee helps buyers and sellers communicate and resolve issues. You agree to comply with the policy and permit us to make a final decision on any Kansas City Bridal Group Money Back Guarantee case.

If you (as seller), choose to reimburse a buyer, or are required to reimburse a buyer or Kansas City Bridal Group under the Kansas City Bridal Group Money Back Guarantee, you authorize Kansas City Bridal Group to request that PayPal remove the reimbursement amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the **Kansas City Bridal Group Money Back Guarantee** in whole or in part without notice if we suspect abuse or interference with the proper working of the policy.

## Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Notification functionality in Kansas City Bridal Group's applications may not occur in real time. Such functionality is subject to delays beyond Kansas City Bridal Group's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Services;
- your use of or your inability to use our Services;
- pricing, shipping, format, or other guidance provided by Kansas City Bridal Group;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any Kansas City Bridal Group Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing Kansas City Bridal Group Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the Kansas City Bridal Group Money Back Guarantee up to the price the item sold for on Kansas City Bridal Group (including any applicable sales tax) and its original shipping costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

## Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

## Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, your improper use of Kansas City Bridal Group's Services or your breach of any law or the rights of a third party.

## Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND KANSAS CITY BRIDAL GROUP HAVE AGAINST EACH OTHER ARE RESOLVED.**

You and Kansas City Bridal Group agree that any claim or dispute at law or equity that has arisen, or may arise, between you and Kansas City Bridal Group (including any claim or dispute between you and a third-party agent of Kansas City Bridal Group) that relates in any way to or arises out of this or previous versions of the Kansas City Bridal Group User Agreement, your use of or access to the Services, the actions of Kansas City Bridal Group or its agents, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

### A. Applicable Law



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You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Missouri, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and Kansas City Bridal Group, except as otherwise stated in the User Agreement.

## **B. Agreement to Arbitrate**

You and Kansas City Bridal Group each agree that any and all disputes or claims that have arisen, or may arise, between you and Kansas City Bridal Group (including any disputes or claims between you and a third-party agent of Kansas City Bridal Group) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to Kansas City Bridal Group's Services, the actions of Kansas City Bridal Group or its agents, or any products or services sold, offered, or purchased through Kansas City Bridal Group's Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

### **1. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND KANSAS CITY BRIDAL GROUP AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND KANSAS CITY BRIDAL GROUP AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and Kansas City Bridal Group's right to appeal the court's decision. All other claims will be arbitrated.

### **2. Arbitration Procedures**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). Notice to Kansas City Bridal Group should be sent to Kansas City Bridal Group Inc., Attn: Litigation Department, Re: Notice of Dispute, 1520 Clay St, North Kansas City, MO 64116. Kansas City Bridal Group will send any Notice to you to the physical address we have on file associated with your Kansas City Bridal Group account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and Kansas City Bridal Group are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Kansas City Bridal Group may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to Kansas City Bridal Group at the following address: Kansas City Bridal Group, Inc. 1520 Clay St, STE J-3, North Kansas City, MO 64116. In the event Kansas City Bridal Group initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your Kansas City Bridal Group account. Any settlement offer made by you or Kansas City Bridal Group shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Kansas City Bridal Group may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Kansas City Bridal Group subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Kansas City Bridal Group may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same Kansas City Bridal Group user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### **3. Costs of Arbitration**

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Kansas City Bridal Group will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Kansas City Bridal Group should be submitted by mail to the AAA along with your Demand for Arbitration and Kansas City Bridal Group will make arrangements to pay all necessary fees directly to the AAA. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Kansas City Bridal Group for all fees associated with the arbitration paid by Kansas City Bridal Group on your behalf that you otherwise would be obligated to pay under the AAA's rules.

### **4. Severability**

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

### **5. Future Amendments to the Agreement to Arbitrate**



# Dropship Vendor Application

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Kansas City Bridal Group prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Kansas City Bridal Group. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www.KansasCityBridalGroup.com](http://www.KansasCityBridalGroup.com) at least 30 days before the effective date of the amendments and by providing notice through the Kansas City Bridal Group Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30-day period and you will not be bound by the amended terms.

### C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Kansas City Bridal Group must be resolved exclusively by a state or federal court located in Clay County, Missouri. You and Kansas City Bridal Group agree to submit to the personal jurisdiction of the courts located within Clay County, Missouri for the purpose of litigating all such claims or disputes.

### General

Except as otherwise provided in this Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, and in such event, we will post notice on [www.KansasCityBridalGroup.com](http://www.KansasCityBridalGroup.com).

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on [www.KansasCityBridalGroup.com](http://www.KansasCityBridalGroup.com). Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you through the Kansas City Bridal Group Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an Kansas City Bridal Group representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the Kansas City Bridal Group site. If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement, the User Privacy Notice, and all policies posted through our Services set forth the entire understanding and agreement between you and Kansas City Bridal Group, and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

I have read and agree to Terms and Conditions

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_