

## **CUSTOMER SERVICE**

### **Privacy, Terms and Conditions**

The following are the terms of use ("Terms") that govern your use of the CRISSCROSS Intimates Site, related websites, applications, mobile platforms, services, tools, modules, integrated application sites and remote services, servers, and services residing on servers owned and/or operated by third parties (collectively, the "Site, Services or Apps"). Our Privacy Policy, Purchase Policy, and any other policies, rules or guidelines that may be applicable to particular offers or features on the Site, Services or Apps are also incorporated into these Terms. By visiting or using the Site, Services or Apps, you expressly agree to these Terms, as updated from time to time.

We are not responsible for the accuracy of any information displayed in our Apps, Services or Sites, for any or untimely, latent or missed transaction. We are not responsible for user account data and are not responsible or liable for accidental or intention data loss through the use of our Apps, Services or Sites.

We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site or Apps. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use this Site or Apps after that date, you agree to the changes.

The Site or Apps are not intended for children under the age of 13 and no person under the age of 13 may use the Site or Apps. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Site or Apps, you affirm you are at least 13 years old.

### **Updates to Terms**

We will notify you either through a direct communication, social medial channels or other mechanisms when our terms of use and policy provisions change.

### **TERMS OF SERVICE AND USE:**

#### **Accounts**

You may be asked to register for an account to use certain features of the Site, Services or Apps.

Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene.

Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including commercial transactions) that are conducted through your account.

#### **Transactions**

You will pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including any applicable taxes.

#### **Code of Conduct**

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site or Apps;
- Use the Site or Apps for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain

letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;

- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site or Apps users;
- Use or derive data to determine CRISSCROSS Intimates Site functionality, user information, aggregate statistics on CRISSCROSS Intimates Site performance, or the performance of third party data integration partners.
- Circumvent restrictions placed on the types and form of data available through the CRISSCROSS Intimates Site or attempt to subvert or compromise CRISSCROSS Intimates ability to provide users with valid and accurate information.
- Change, use or manipulate data in any way that is misleading to any user, customer, end user, or recipient of information.

#### Ownership of Data, Content and Grant of Conditional License

The Site or Apps and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that resides or is viewable, submitted or otherwise discoverable on the Site or Apps (collectively, the "Content") is owned by us or our licensors. We own a copyright in the Site or Apps and Content. We may change the Content and features of the Site or Apps at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license to view or use this Site or Apps and its Content as permitted by these Terms, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any actions conduct with or through the site or Apps;
- Link to any portion of the Site or Apps other than the URL assigned to the home page of our Site or a URL for user storage located within the Apps;
- "Frame" or "mirror" any part of the Site or Apps;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Apps or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site or Apps;
- Remove any copyright, trademark or other proprietary rights notices contained on/in the Site or Apps;
- Use any robot, spider, offline reader, Site, Apps, search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Site or Apps or its contents, including with respect to any CAPTCHA displayed on the Site or Apps. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

- Access, reload or refresh transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three-second interval;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or Apps or the Content;
- Use the Site or Apps or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site or Apps and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

This license is expressly conditioned on your preexisting agreement to comply with, and your actual compliance with, each of the provisions of this Terms of Use. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site, Apps or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site, Apps and Content, and infringes our copyrights and other rights in the Site or Apps and Content. You will not acquire any ownership rights by using the Site or Apps or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site or Apps are owned by us or our licensors. You may not use our trademarks, logos and service marks in any way without our prior written permission. You may inquire about obtaining permission by writing:

CRISSCROSS Intimates, LLC  
[info@CRISSCROSSIntimates.com](mailto:info@CRISSCROSSIntimates.com)

### **Claims of Copyright Infringement On The Site or Apps**

Under the Digital Millennium Copyright Act of 1998 (the "DMCA") if you believe in good faith that any content on the Site or Apps infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent's) physical or electronic signature; (b) identification of the copyrighted work on our Site or Apps that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Site or Apps; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. You may read more information about the DMCA at <http://www.loc.gov/copyright>.

Notices and counter-notices should be sent to:

Copyright Officer  
CRISSCROSS Intimates, LLC  
[info@CRISSCROSSIntimates.com](mailto:info@CRISSCROSSIntimates.com)

### **Violation of these Terms**

We may investigate any violation of these Terms, including unauthorized use of the Site or Apps. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these Terms. If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may cancel your account, delete all your User Content and prevent you from accessing the Site or Apps at any time without notice to you. If that happens, you may no longer use the Site or Apps or any Content. You will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third party for termination of your access to the Site or Apps or to your account or any related information, and we will not be required to make the Site or Apps or your account or any related information available to you. We may refuse to honor pending and future transactions made from all accounts we believe may be associated with you.

You agree that your abusive use of the Site or Apps may cause damage and harm to us, including impaired goodwill, lost sales and increased expenses. You also agree that monetary damages for your abusive use of the Site or Apps are difficult to determine and that you, and those acting with you, will be jointly and severally liable for liquidated damages.

### **Disputes, Including Mandatory Arbitration and Class Action Waiver**

Any dispute or claim relating in any way to your use of the Site or Apps, or to products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:

You may assert claims in small claims court if your claims apply;

If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License above, either of us may file a lawsuit in a federal or state court located within New Jersey or Union County, New Jersey, and we both consent to the jurisdiction of those courts for such purposes; and

In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal or state court located within New Jersey or Union County, New Jersey, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms is governed by the Federal Arbitration Act. It is intended to be broadly interpreted, and will survive termination of these Terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to waive any right to a jury trial or to participate in a class action. If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

### **LIMITED WARRANTY**

CRISSCROSS Intimates™ and its affiliated company warrants the CRISSCROSS Intimates product against defects in material or workmanship for a period of thirty (30) days from the original date of purchase of the product by a consumer (the "Warranty Period"). If a material or workmanship defect arises with regard to any CRISSCROSS Intimates product, and a valid claim is received within the Warranty Period, CRISSCROSS Intimates will (1) replace the CRISSCROSS Intimates product with a new garment or product. In the event of a defect, these are your exclusive remedies.

### **EXCLUSIONS AND LIMITATIONS**

Except for the limited warranty expressly set forth above or to the extent restricted or prohibited by applicable law, CRISSCROSS Intimates expressly disclaims any and all other warranties express or implied, including any warranty of quality, merchantability, or fitness for a particular purpose, and you specifically agree that CRISSCROSS Intimates shall not be liable for any special, incidental, indirect, punitive, or consequential damages for breach of any warranty of any type on any CRISSCROSS Intimates product. In addition to and

without limiting the generality of the foregoing disclaimers, the limited warranty does not, under any circumstances, cover the replacement or cost of any new undergarment or product in the CRISSCROSS Intimates line.

## **PRIVACY POLICY**

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

Users can visit our site anonymously. Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our website. Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above.

### **Users will be notified of any privacy policy changes:**

On our Privacy Policy Page, users are able to change their personal information by emailing us or by logging in to their account

### **What personal information do we collect from the people that visit our blog, website or app?**

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number or other details to help you with your experience.

### **When do we collect information?**

We collect information from you when you place an order, subscribe to a newsletter or enter information on our site.

### **How do we use your information?**

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To quickly process your transactions.
- To send periodic emails regarding your order or other products and services.

### **How do we protect visitor information?**

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.

We use regular Malware Scanning.

We treat data as an asset that must be protected and use tools (encryption, passwords, physical security, etc.) to protect your personal information against unauthorized access and disclosure. However, as you probably know, third parties may unlawfully intercept or access transmissions or private communications, and other users may abuse or misuse your personal information that they collect from the site. Therefore, although we work very hard to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

### **Do we use 'cookies'?**

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

**We use cookies to:**

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.
- You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.
- If you disable cookies off, some features will be disabled It won't affect the users experience that make your site experience more efficient and some of our services will not function properly. However, you can still place orders.

**THIRD PARTY DISCLOSURE**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

**THIRD PARTY LINKS**

We do not include or offer third party products or services on our website.

**GOOGLE ADVERTISING**

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

**We use Google AdSense Advertising on our website.**

Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on their visit to our site and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

We have implemented the following:

Remarketing with Google AdSense  
Demographics and Interests Reporting

We along with third-party vendors, such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions, and other ad service functions as they relate to our website.

**Opting out:**

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising initiative opt out page or permanently using the Google Analytics Opt Out Browser add on.

**How does our site handle do not track signals?**

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

COPPA (Children Online Privacy Protection Act)

We do not specifically market to children under 13.

**FAIR INFORMATION PRACTICES**

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

- We will notify the users via email within 7 business days.
- We will notify the users via in site notification within 7 business days.
- We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

**CAN SPAM ACT**

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

To be in accordance with CAN-SPAM we agree to the following: If at any time you would like to unsubscribe from receiving future emails, you can email us at [info@CRISSCROSSIntimates.com](mailto:info@CRISSCROSSIntimates.com), and we will promptly remove you from ALL correspondence.

**RETURNS / SHIPPING & HANDLING****Returns & Exchanges**

CRISSCROSS will accept unused general merchandise exchanges within 14 business days of the original purchase only if the product was purchased directly from the [CRISSCROSSIntimates.com](http://CRISSCROSSIntimates.com) website and only if the seals located on the package are not opened. Customer will be responsible for all related shipping fees. Refunds for undergarments, garments and related products are non-refundable.

Send Customer Service inquiries to [info@CRISSCROSSIntimates.com](mailto:info@CRISSCROSSIntimates.com) for Exchange address. Original order number and sales receipt must be enclosed, reason for exchange, and all products must be exchanged in original packaging with all hangtags left on the garments. Please allow up to 14 business days after receipt of your exchange to be processed (business days are Monday-Friday except for federal holidays). Return processing begins after your package is delivered to us.

**Note:**

To obtain more information about our Partner brand returns or exchanges if purchased thru other retailers, it is recommended you contact the retailer of purchase directly for their business guidelines.

**Return shipping address;** If product is defective and a return is warranted, you will receive shipping address notification upon confirmation of your email and copy of original order receipt is required. Please mark the item(s) you are returning on the form. Also enclose a copy of the sales slip in the package and send an email to [info@crisscrossintimates.com](mailto:info@crisscrossintimates.com) for tracking and handling with Tracking #. Thank you for Shopping CRISSCROSS Intimates.

**Shipping Information**

Once your order has been received and processed, please expect estimated 2 - 4 weeks for product delivery. Custom orders will be advised on estimated delivery date. Orders will be processed Monday through Friday (excluding holidays) once credit card authorization and verification have been obtained. Orders placed on Saturdays and Sundays will begin processing the following business day. Customers may receive a confirmation email with tracking information upon request when an order has shipped. If item is in stock and ready to ship, orders submitted before 12PM EST will ship the next two to three business days. Orders placed after **12PM EST** on Saturday and Sunday will ship the next business week.

All orders are shipped via United Parcel Service. The following shipping methods are in effect during this time:

- **Ground or Priority Mail:** Will typically arrive in 1-5 business days (conditions and carrier permitting)
- **Two-Day and Overnight** Shipping Available soon

ALL SHIPPING CHARGES ARE NON-REFUNDABLE. NO EXCEPTIONS.

**Gift Cards** (available soon)

CRISSCROSS Intimates e-Gift Cards can be redeemed only via the e-commerce site. Gift cards cannot be returned or redeemed for cash value, reloaded with additional value, resold or transferred for value, except where required by law. Gift cards cannot be used to purchase other gift cards. Promotions and other special offers may not be used to purchase a gift card. No sales tax will be charged on the purchase of a gift card. CRISSCROSS Intimates will not replace lost or stolen gift cards without satisfactory proof of purchase.

**PROOF OF PURCHASE/WARRANTY CLAIM**

We are constantly evolving our designs to ensure our products do the best job to safeguard your investment and keep up with latest technology. When requesting a warranty replacement, we will require proof that the claim is valid. In this regard, we will ask you to return your product to us for warranty coverage verification by sending original receipt or photograph receipt of the purchased product. Once the proof of purchase has been validated, warranty coverage on your claim will be administered.

We want to provide unsurpassed customer service, but we've seen cases where our warranty policy has been abused. The abuse of our warranty by a few means that we may have to inconvenience you on a valid warranty claim. TO PROTECT THE VAST MAJORITY OF OUR CUSTOMERS WHO MAKE HONEST AND APPROPRIATE CLAIMS ON OUR WARRANTY, WE RESERVE THE RIGHT TO PURSUE ACTION, UP TO AND INCLUDING LEGAL ACTION, AGAINST THE FEW WHO ABUSE OUR WARRANTY POLICY.

**Orders & Cancellations**

An agreement for CRISSCROSS Intimates™ ("Seller") to sell goods to you ("Purchaser") is made when we accept your order. The description of goods, price and applicable tax are agreed on between Purchaser and Seller when order is placed. Seller's charge for transport, packaging, freight and/or insurance will be included in the final invoice upon shipment and is to be borne by Purchaser.

Placement of an order is a binding agreement. Once placed, all orders are considered final and may not be changed or cancelled. Seller reserves the right to cancel any order due to unauthorized, altered, or



ineligible use of offer or payment and to modify or cancel this promotion due to system error or unforeseen problems.

CRISSCROSS Intimates does NOT offer refunds at this time.

**TERMS AND CONDITIONS OF WEB STORE PURCHASE**

By purchasing goods from CRISSCROSS Intimates you are entering into a legally binding agreement with our company on the following terms. Please read and understand these terms as they affect your rights and liabilities. Please unpack and inspect your order immediately. Any and all claims must be reported within 5 business days.

Thank you for your Business!