

TERMS PAGE

TERMS OF USE

OVERVIEW

This website is operated by Christina Karin. Throughout the site, the terms “we”, “us” and “our” refer to Christina Karin. Christina Karin offers this website and our text messaging program (also referred to as SMS), including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By accessing our site and/ or purchasing something from us, you engage in our “service” and agree to be bound by the following terms and conditions (the “Terms of Service”, “Terms”), including those additional terms and conditions referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current online store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. If you wish to terminate this agreement, at any time, you can do so by closing your account and no longer accessing or using our services.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

We are not responsible for your access or use of the services in a way that is not in accordance with applicable law. You may not use our service or products for any illegal or unauthorized purpose nor may you, in the use of the service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

If you do not agree with the Terms you must immediately cease using and accessing the services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. We are not responsible if you rely on information available on this website that is not accurate, complete or current.

The Christina Karin website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this website is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Return Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools, over which we neither monitor, nor have any control, nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any

endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through this website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our service may include materials from third-parties.

Third-party links on this website may direct you to third-party websites that are not controlled by us. We are not responsible for the content or accuracy of information on third-party websites and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

As a user of our services, the collection, use, processing and sharing of your personal information is in accordance with our Privacy Policy, our Cookie Policy and other documents referenced in these Terms.

Our Privacy Policy explains how we treat your personal information and how we protect your privacy and safeguard the privacy of others when you use the Services. By using the services, you acknowledge that we will be collecting, accessing, processing, storing and using any information that you provide in accordance with the terms of the Privacy Policy and any privacy settings which we may provide to you.

SECTION 11 – TEXT MESSAGING PROGRAM

By checking the box to sign up for the text messaging program, or opting-in through some other explicit means (opting-in via short code or entering your phone number into an on-site collection widget), you expressly consent to receive non-marketing and marketing text messages (also known as SMS) from Christina Karin, at the telephone number(s) that you provide. We work with trusted partners who send these text messages on our behalf.

When you sign up for the text messaging program, or opt-in through some other explicit means (via short code or entering your phone number into our website), you are representing that you are the account holder for the mobile telephone number(s) that you provide. You are responsible for notifying if you change your mobile telephone number. Christina Karin reserves the right to require you to prove that you are at least 18 years of age.

You may opt-out of these communications at any time. To stop receiving text messages from us, reply STOP to any text message you have received. You will then receive confirmation of your opt-out. If you are based in the US, you agree that this does not violate your opt-out rights in respect to the TCPA (Telephone Consumer Protection Act). Details on how to opt-out are also available within any marketing communications you receive from us (including in the text messages). You may receive help by contacting us at info@christinakarin.com

Christina Karin text messages are intended to provide you with information about upcoming deliveries and Christina Karin's goods and services (e.g. Christina Karin -sponsored events, coupons, promotions, product launches, sweepstakes, and contests). We explain why we use your personal information in accordance with the terms of our Privacy Policy. You do not have to consent to receive marketing text messages to purchase any products from us.

The number of text messages that you receive from us will vary depending on how many of Christina Karin's text messaging programs for which you sign up to receive messages. You will receive a maximum of ten (10) messages per week. Message and data rates may apply to each text message sent or received in connection with our text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges.

If you are based in the US, you agree to indemnify Christina Karin in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify Christina Karin if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the TCPA.

You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Christina Karin's control, and Christina Karin is not responsible or liable for issues arising from them. We may suspend or terminate your receipt of Christina Karin text messages if Christina Karin believes you are in breach of these Terms. Your receipt of text messages from us is also subject to termination in the event that your mobile telephone service terminates or lapses. We the right to modify or discontinue, temporarily or permanently, all or any part of our text messaging, with or without notice.

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website should be taken to indicate that all information in the service or on any related website has been modified or updated.

SECTION 13 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Christina Karin, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 15 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Christina Karin and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 16 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these

Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 17 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our services, or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

SECTION 18 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this website or in respect to the service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us in relation to the Terms (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

SECTION 19 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Illinois.

SECTION 20 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 22 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@christinakarinn.com

Use of Cookies

Effective as of December 21 ,2018

We mentioned in our Privacy Policy that we use cookies and related technologies (collectively referred to as “cookies”) to provide you with the services accessible through our website (together the “Services”).

This policy explains how we use cookies and similar technologies on our Services (the “Cookie Policy”).

1. What is a Cookie?

A cookie is a small file consisting of a string of characters that can be placed on your computer or mobile device that uniquely identifies your browser or your device. This recognition helps the efficient operation of our site and Services.

We use both session cookies and persistent cookies.

We use a session cookie to identify you during a particular visit to the Christina Karin website. Session cookies expire after a short time, or when you close your web browser.

We use a persistent cookie to identify you over a longer period of time. (For example, if you asked us to keep you signed in, we would use a persistent cookie for that purpose.) Persistent cookies remain on your device for the set period of time specified in the cookie.

2. Do we use Cookies?

Yes! Like most websites, we use cookies in the course of providing you with our Services. We use cookies and other similar technologies.

These technologies help us understand how our Services are being used, help you navigate our website, help remember your preferences, use features such as shopping baskets and generally improve your experience in using our website. Cookies can also help ensure marketing you might see online is more relevant to you and your interests.

3. What cookies and related technologies do you use and why?

We mainly use cookies and related technologies to make our Services work and to improve our products. Some of the technologies we use include:

IP address: IP address is the short form for Internet Protocol address which is assigned by internet access providers to every computer that is connected to the internet. Website owners have access to IP addresses of their users. Using IP addresses, we and our partners can identify the country, state and city from which a computer is connecting to the Internet. IP addresses are, for example, used for IP geo-location purposes, e.g. by Google Analytics.

Device identifiers: We may also collect unique or persistent device identifiers so that we can identify your device.

We use cookies to make our Services work, specifically:

To authenticate you and secure our Services: We use cookies to identify you, and monitor login data. This allows us to know, for example, whether you are logged in and from where. It also helps us to detect and stop fraud on our Services, as well as spam and illegal use.

To remember your settings and preferences: We use cookies to recognize your browser and remember your preferences (such as your preferred language).

To improve performance: We use cookies to provide the best experience on our website. For example, we use cookies to speed up the loading of our Services. We also use them to remember items in your shopping basket.

To conduct analytics: We use Google Analytics cookies, including a cookie provided by Google Analytics, to collect anonymous traffic data to help us analyze how members and visitors access our website, and for other Analytics services relating to website activity and internet usage.

To process payments: Shopify, our payment processor may use cookies are part of the payment flow.

3. How long do cookies last?

The length of time a cookie will stay on your computer or mobile device depends on whether it is a "persistent" or "session" cookie. Session cookies will only stay on your device until you stop browsing. Persistent cookies stay on your computer or mobile device until they expire or are deleted.

4. First and third party cookies

First-party cookies are cookies that belong to Christina Karin, third-party cookies are cookies that another party places on your device through our Service. Third-party cookies may be placed on your device by someone providing a service for Christina Karin, for example to help us understand how our service is being used. Third-party cookies may also be placed on your device by our business partners so that they can use them to advertise products and services to you elsewhere on the internet. Our current business partners include:

As with any business, we may change or work with different partners from time to time.

5. How to refuse the use of cookies

You may refuse the use of cookies by selecting the appropriate settings in your browser. However, if you do this you won't have access to many features that may make your browsing of our website and use of our Services smoother, and some of our Services may not function properly.

If you want to opt out of specific third-party cookies, please follow the links provided, consult the third party's website or privacy policy as well as the cookie settings on your browser.

5. Changes to this Cookie Policy

Our business changes constantly and our Cookie Policy will also change, so please review it frequently. We will notify you of any changes by posting the updated policy on this page with its effective date. If the change is material, we will take reasonable steps to notify you.

6. Contact Us

If you have any questions or comments or if you would like to exercise any statutory rights, please contact us via email: info@christinakarín.com