

# **Terms and Conditions**

Updated 4/24/23

#### Product Improvements, Changes, and Services Offered

Angel Competition Bikinis is committed to offering the highest quality and services to our customers. Our selections and styles are updated frequently, to ensure we are providing a style and fit in line with the current competition industry standards. If you have any questions regarding current product changes, please contact <a href="mailto:customerservice@acbikinis.com">customerservice@acbikinis.com</a> or your suit specialist for assistance on selecting the most appropriate options.

#### New Order Confirmation

All orders are reviewed and processed in the order they are received. All customers will receive an email confirmation notification to the email address entered on the order form. Please review the order confirmation email immediately to make sure your selections are accurate. Please email your suit specialist or customer service if anything looks wrong. All recommendations and selections are accepted on your own accord, even if a suit specialist completed the order for you.

# <u>Custom Top Size and Custom Bottom Cut Requests</u>

Angel Competition Bikinis offers custom dimension top sizes and custom dimension bottom cuts for \$50.00 each. If you are a new customer, we recommend first trying a standard top size or bottom cut first before deciding to order a custom size. If you select a custom top size or custom bottom cut on your order form, your order will be placed on hold and not processed into production until your requests have been approved by our Sewing Manager. All custom tops and bottoms are FINAL SALE and not eligible for an exchange or return of any kind.

#### Return and Refund Policy for Posing and Competition Suit Orders.

We have an amazing team of designers, expert seamstresses that are dedicated to creating your suit exactly how you requested with a tried and true formula for athletes to get the perfect fit. Every suit is created based on the design and sizing information you select on the order form. We understand ordering mistakes can occur with design choice, fabric color, top size, and bottom cut. We want you to be 100% satisfied and confident when you walk on stage.

Due to the personal customization of each suit, Refunds are issued via store credit only for qualifying orders only. Qualifying orders may be returned for a **100% store credit refund** sent via email. The total amount issued will not include the cost of the selected shipping method on the original order. All gift cards will be issued when we have received the original full suit or single piece order back, in an unaltered state, unworn condition, with no tanning or bodily residue residue, and all tags and hygienic liners attached. If a full suit was purchased on the original order, the full suit must be returned for store credit.

PLEASE NOTE: A 15% cleaning fee will be automatically deducted from your suit return amount if the suit has any signs of wear, tanning residue, bodily residue, is missing tags, or does not have the hygienic liners. This will not be negotiated and will be determined at AC Bikinis' discretion.

Single pieces will not be accepted, unless the original order was only a single piece.) Customers are responsible for all return shipping costs. You must contact customerservice@acbikinis within 7 days of receiving your competition suit for approval and return instructions. All eligible returns must be received by AC Bikinis within 14 days of receiving your suit. All new competition suit orders will ship according to the selected production turnaround time and shipping method on your order form. If you wish to keep the full suit, you may be eligible to receive 50% off a single piece top or bottom to match, within 14 days of receiving your original order. Please contact your suit specialist or customerservice@acbikinis.com for approval.

If you believe there is a mistake with the production of your suit and you did not receive what you ordered, please email your suit specialist. Although unlikely, if an error was made on our part, we will make sure to correct it in time for your show at no cost to you.

Note: Clearance and Custom Dimension top size and bottom cuts are not eligible for a return. ALL SALES ARE FINAL.

# Return or Exchange Policy for Angel Active Wear and Angel Team Wear

Non customized activewear is available for return with a 10% restocking fee via store credit within 7 days of receiving your activewear, with tags attached, and in an unworn condition. Non customized activewear is available for exchange within 7 days of receiving your activewear with tags attached, and in an unworn condition. Customized activewear is not available for return or exchange. Customized activewear is ANY product that a logo is added. *All Mauve Confident line items are considered to be customized.* Please contact your suit specialist to receive approval for an exchange and the proper return instructions.

### Couture Line (In progress)

- All Couture suits and accessories are processed with a standard 8 week production turnaround. If a faster turnaround is necessary, prior approval is required and may be subject to a rush fee.
- couture@acbikinis.com for customer service help.
- Brazilian bottom cut is recommended for division.

# Production Turnaround Policy For a Current or Past Order.

We recommend ordering your suit at least 12 weeks out from your show to make sure it is the perfect fit and complete any adjustments if necessary. Our current standard production turnaround time is 4 weeks. This means that your order will be ready to ship 28 days from the day you place your order. We also have a 2 week option available for \$150.00. Expected shipping dates are subject to change if a Production Order Change has been requested. If your show date is less than 2 weeks, we recommend ordering from our Ships Tomorrow Suit Collection. If you need a competition suit in under 2 weeks, please see a suit specialist for approval. Any such order will be subject to approval first and a \$200.00 production fee and Expedited Shipping Costs. Due to the severity of time constraints under 2 weeks, AC Bikinis is not able to guarantee on time delivery for new orders.

Your order will be made and shipped according to your selected production turnaround time and shipping method. It is your responsibility to select the correct options to ensure on time delivery for your show. All

orders are processed in the order they are received. Customers will receive an email notification when their order moves to a new stage. Some orders may remain at a given production stage for several days. AC Bikinis is committed to making sure your order ships on time. However, orders can take up to 3 business days after your selected production turnaround time to be fulfilled. If your order has not shipped by the 3rd business day, you will receive a refund for the appropriate production turnaround fee and/or have your shipping method expedited at no additional cost.

For ships tomorrow, ships today, and posing practice suits, we recommend placing separate orders if you need your suit to ship immediately. If a ships today or ships tomorrow suit is included on an order with a custom build suit or item, it will ship according to the custom build suit or item production turnaround time that you select.

If your show is within 2 weeks or less, AC Bikinis is not able to guarantee on time delivery for new orders or item return for alteration requests. Customers may request and pay for production turnaround and shipping upgrades, but AC Bikinis is not responsible if a suit does not arrive on time. For specific questions or help deciding if you have enough time before your show, please email your suit specialist. If you do not have a suit specialist, please email customerservice@acbikinis.com.

# Alterations to a completed suit

We are not able to alter an existing top size or bottom cut due to fabric and crystal limitations. We can however, change connectors, and loosen and tighten your glute measurement. Please email your suit specialist for recommendations and instructions on how to correct the fit of your suit. All Item Return for Alteration orders will be completed in 1-3 business days after the suit is returned back to our office location. Please note: we are not able to change anything about a suit that is not our brand. All return shipping to AC Bikinis is the customer's responsibility. Please make sure to select appropriate shipping at checkout to make sure you have your suit returned to you in time for your show.

# Order changes after the order has been placed

All orders will be confirmed with a Confirmation Email. Please make sure to review this immediately for any potential errors. Your order can be processed into production within 24 hours of receiving your order. It is very important that you are 100% confident in the selections you submit to us as it is not easy for us to start over or make changes. However, if you would like to make a change to the design, color, size, or bottom cut, we can do a change for a \$30.00 fee. Changes in design can result in an increase in price and require starting over on your suit production. **This option does not apply to Ships Tomorrow Suits**. Please note that every decision we make is with the athlete in mind. When we have to interrupt the workflow of one customer's suit, it can slow down our entire process for all customers. We will do our very best to fulfill your change request within your selected production turnaround time.

Please use this link to order a Production order Change: click here If the option you want is not listed, please email your suit specialist for approval. If you are changing your crystal design, we will send an invoice for the price difference. We will not proceed with your change until the invoice has been paid.

#### Suit Buy Back Program

Program launch date 4/12/23. AC Bikinis will purchase used suits from customers, no older than 6 years old. Customers agree to the following:

The voucher will be issued as a discount code and expires after 1 year.

The voucher value determined is non-negotiable and will be issued after the suit has been inspected.

The voucher value is determined upon AC Bikini management discretion, according to set guidelines.

Customer must be the original purchaser of the suit.

Once a suit is returned, there is no option to receive it back.

Suits not eligible for program: posing practice suits. (subject to change without notice).

Customers returning suits must print and sign the return form.

Send suits to: ATTN: Buy Back Angel Competition Bikinis 15555 W 87th St Pkwy Lenexa, KS 66219

# <u>Domestic and International Shipping Policy and Changes after the order has been placed</u>

We understand the importance of having your suit delivered in a timely fashion for your show. Again, we recommend ordering your suit at least 12 weeks out from your show. We do not recommend changing your shipping address or shipping method within 72 hours of your anticipated shipping date. Please be confident that both the shipping address and shipping method you chose is correct.

AC Bikinis does not recommend shipping to Air BnB's or Vacation Rentals. AC Bikinis is not responsible for lost or stolen packages if your address is considered a vacation rental. We will ship to hotel addresses for Monday through Friday delivery. For orders expected to ship on Friday, Next Day Air shipping is available only to hotels that accept Saturday Delivery. Any late deliveries requiring a package to be re-shipped to a customer's address, will be the responsibility of the customer to coordinate with the hotel.

Please take into consideration both the production turnaround time you selected on your order form and your shipping method you selected during checkout. AC Bikinis is not responsible for suits not delivered on time if you selected the wrong turnaround or shipping method.

In the event you would like to upgrade your shipping method, shipping address, or change your production turnaround time, please use this link: <u>click here</u>. For questions regarding your expected shipping date, please contact your suit specialist.

If you believe your suit was improperly delivered or lost in transit by the shipping company, please contact your suit specialist for a solution. We will work with you to resolve the issue. Our number one priority is to make sure you have your beautiful suit for your show. However, if your show is less than 72 hours, AC Bikinis will not be able to recover your suit in time for your show.

# Placing Multiple Orders and adding items to original order

Each order is processed individually and the turnaround time is set according to the day the order was submitted. Due to a high number of orders we get on a daily basis, we unfortunately cannot guarantee that multiple separate orders can be shipped at the same time. This includes item additions to an existing order. To guarantee everything ships on the same day in the same package, please make only 1 order for all items. All items in one order will ship according to the suit production turnaround time.

#### Onsite Event Booth Sales

All transactions are FINAL SALE. If a suit purchase is needing a connector change or adjustment that is not available on site, it is the customer's responsibility to return the suit to AC Bikinis Headquarters and place a corresponding item return order. All shipping costs are the customer's responsibility. All Suit orders are eligible for the 365 day warranty policy. Please contact <a href="mailto:customerservice@acbikinis.com">customerservice@acbikinis.com</a> for return and ordering instructions.

# <u>Warranty</u>

Every Angel Competition Bikini is created by experienced and professional designers and seamstresses. Every suit goes through a strict quality control process before shipping to make sure it is 100% perfect. Every suit comes with a 365 day warranty service, starting on the day you receive your suit. This warranty includes crystal replacements and connector replacement and resizing. This warranty does not include lost or stolen items, suit remakes or replacements, spray tan stains, connector changes, or suits purchased second hand. You must be the original purchaser. Please email your suit specialist for warranty qualifications.

# **Disclaimer**

### WEBSITE DISCLAIMER

The information provided by Angel Competition Bikinis ("we," "us" or "our") on https://angelcompetitionbikinis.com/ (the "Site") and our mobile application is for general informational purposes only. All information on the Site and our mobile application is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Site or our mobile application. UNDER NO CIRCUMSTANCE SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR OUR MOBILE APPLICATION OR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE AND OUR MOBILE APPLICATION. YOUR USE OF THE SITE AND OUR MOBILE APPLICATION AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE AND OUR MOBILE APPLICATION IS SOLELY AT YOUR OWN RISK.

### EXTERNAL LINKS DISCLAIMER

The Site and our mobile application may contain (or you may be sent through the Site or our mobile application) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITES LINKED THROUGH THE SITE OR ANY WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### PROFESSIONAL DISCLAIMER

The Site cannot and does not contain medical/health advice. The medical/health information is provided for general informational and educational purposes only and is not a substitute for professional advice. Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate professionals. We do not provide any kind of medical/health advice. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THIS SITE OR OUR MOBILE APPLICATION IS SOLELY AT YOUR OWN RISK.

# **TESTIMONIALS DISCLAIMER**

The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR INDIVIDUAL RESULTS MAY VARY.

The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

# **Assumption of risk**

#### Release

I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Angel Competition Bikinis LLC from claims arising from injury, loss or damage, or any other risk while using any Angel Competition Bikinis LLC products, regardless of fault of myself, my family, Angel Competition Bikinis LLC or other third parties.

#### Indemnification

I agree to indemnify and hold harmless Angel Competition Bikinis LLC, it's employees, representatives or agents from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may arise while participating in any activity organized by or at at the facilities of Angel Competition Bikinis LLC or using any product from Angel Competition Bikinis LLC.

#### No Duress

I agree and acknowledge that I am under no pressure or duress to checkmark the box associated with this Agreement and that I have been given a reasonable opportunity to review it before checking the box. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

# **Arm's Length Agreement**

This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

# Photo And Media Release

I am aware that any photo, video, or similar that I post in my Angel Competition Bikinis product grants Angel Competition Bikinis LLC permission for my photos, videos, and any involved media to be used in publicity, media usage including but not limited to social media, training tools and videos and/or advertising.

Let Your Confidence Shine!