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PRIVACY

Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you visit PrivateGarb® or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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INDEMNITY

You will indemnify and hold PrivateGarb (and its officers, directors, agents, subsidiaries, affiliated companies, joint ventures 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 this Agreement, your use (or misuse) of our Services, or your account's infringement of someone else's rights, or your violation of any law or the

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rights of a third party. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

DISPUTES, LAW, & JURISDICTION

Governing Law

This Agreement (including any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims)) is governed by the laws of the State of California, without regard to its conflict of laws rules. These laws will apply no matter where in the world you live or are located.

Arbitration

You and PrivateGarb agree that any dispute or claim arising from or relating to the Agreement shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rule in effect at that time (those rules are deemed to be incorporated by reference into this section, and as of the date of this Agreement you can find them here or by calling the AAA at 1–800–778–7879). Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Agreement will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to the Agreement, you and PrivateGarb are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in “small claims” court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

Costs of Arbitration

Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules.

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YOUR MEMBERSHIP ACCOUNT

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. PrivateGarb® and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

PrivateGarb may change, suspend or discontinue the Services, Products, fees, charges, terms at any time, including the availability of any feature, or content. PrivateGarb may also impose limits on certain features and Services or restrict the User's access to parts or all of the Services without notice or liability. You certify to PrivateGarb that if you are an individual and you are at least 18 years of age. You also certify that you are legally permitted to use the Service, and take full responsibility for the selection and use of the Service. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

REVIEWS, COMMENTS, EMAILS AND OTHER CONTENT

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. PrivateGarb® reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant PrivateGarb® and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant PrivateGarb® and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that

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you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify PrivateGarb® or its associates for all claims resulting from content you supply. PrivateGarb® has the right but not the obligation to monitor and edit or remove any activity or content. PrivateGarb® takes no responsibility and assumes no liability for any content posted by you or any third party.

SHIPPING AND RETURNS

Once you have clicked on the "complete order" button, it might be not possible to edit or cancel your order. If you want to change some parameters, Customer addresses, etc., please check whether such an option is available in your account. We are not bound to make such modifications in your order, but we will do our best on a case-by-case basis. Replacement of Products and credits to the Member's account for Products claimed as damaged or not received are subject to PrivateGarb investigation and discretion.

The risk of loss and title for such items pass to you upon our delivery to the carrier. It is your responsibility to file any claim with a carrier for a lost shipment if carrier tracking indicates that the Product was delivered. In such case PrivateGarb will not make any refunds and will not resend the Product.

PrivateGarb will review replacement/return requests only if (a) there is a missing or broken Product, or a print error if PrivateGarb is at fault and (b) PrivateGarb receives a complaint within 14 days from the day the Product was delivered or within 14 days after the estimated delivery date, if the Product is missing.

RISK OF LOSS

All items purchased from PrivateGarb® are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT DESCRIPTIONS

PrivateGarb® and its associates attempt to be as accurate as possible. However, PrivateGarb® does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by PrivateGarb® itself is not as described, your sole remedy is to return it in unused condition.

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We do not guarantee that:

- i. the Services will be secure or available at any particular time or location;
- ii. any and all errors which are PrivateGarb responsible will be corrected;
- iii. the Services will always be free of viruses or other harmful materials; or
- iv. the results of using the Services will meet your expectations. You use the Services solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

DISPUTES

Any dispute relating in any way to your visit to PrivateGarb® or to products you purchase through PrivateGarb® shall be submitted to confidential arbitration in California, United States, except that, to the extent you have in any manner violated or threatened to violate PrivateGarb intellectual property rights, PrivateGarb® may seek injunctive or other appropriate relief in any state or federal court in the state of California, United States, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our Shipping and Returns policy, posted on

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this site. These policies also govern your visit to PrivateGarb®. We reserve the right to make changes to our site, policies, and these Terms of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

PrivateGarb reserves the right, at its discretion, to modify this Agreement, fees, charges, and terms at any time. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by you following such notification constitutes your acceptance of the terms and conditions of changes as modified. If you do not agree to the modified terms, you may send PrivateGarb a written notification, including via email (and your PrivateGarb account will be deleted), or close your account within 30 days of notice.

QUESTIONS:

Questions regarding our Terms of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: privategarb@iammsprissy.com

INTERNATIONAL SHIPPING

We ship worldwide using the USA Postal Service. Please note shipping times may vary depending on destination. Most places take around 10 week days minimum due to customs. We are NOT responsible for any customs or import duties of ANY kind! We will NOT accept returns because of not paying customs or import duties.

CUSTOMS AND IMPORT DUTIES

Due to the variability of customs and trade policies of differing countries, we are not responsible for any fees or associated costs when shipping our products out of the United States. When purchasing our products you are the importer and must follow all guidelines set forth within the country you are importing. Contact your local customs office for more information.

PAYMENT AND FEES

PrivateGarb may save your credit or debit card information and use it for all future shipments and charges, which will automatically be charged to the saved card, unless you notify PrivateGarb through the Site. When you order a Product, or use a Service that has a fee, you will be charged the current fees, which we may change from time to time (such as when we have holiday sales or offer you a discount of base product prices). We may choose to temporarily change the fees for our Services for promotional events or new Services, and such changes are effective when we post the temporary promotional event or new Service on the Site. The sale will be submitted for processing and you will be charged as soon as you click on the "confirm" button. You will then receive an email from us.

By placing an order through the Site, you are confirming that you are legally entitled to use the means of payment tendered and, in the case of card payments, that you are either the cardholder or have the cardholder's express permission to utilize the card to
This Terms of Use is effective from 28th of April 2018

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effect payment. If you have used another person's card without their permission, you are personally liable for, and shall reimburse damages resulting from, the unauthorized use of that card.

In case of an unfounded chargeback, you shall reimburse PrivateGarb for its losses, which consist of fulfillment costs and chargeback handling fees (\$15 USD per chargeback).

We may refuse to process a transaction for any reason or refuse Service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless otherwise stated, all fees and payments are quoted in U.S. Dollars. You are responsible for paying all fees, payments and applicable taxes associated with our Site and Services. After receiving your order you will receive an email from us confirming the details, description, and price for the Products ordered together with some information on your rights to return your goods. Payment of the total price plus taxes and delivery must be made in full before the dispatch of your Products.

Discounts apply to eligible monthly recurring charges before taxes, shipping and other fees. Discounts are awarded only over certain threshold of monthly revenue in the preceding calendar month. These tiers are listed on our Site and are subject to change. PrivateGarb at its sole discretion may change, suspend or discontinue these discounts at any time.

General

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, etc. is intended or created by this Agreement.

You acknowledge that you have all necessary permits to grant us with Customer's personal data to fulfill this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. 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 Agreement.

PrivateGarb reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.