This website ("website") is operated by The Nacre Fashion Company. This privacy policy only covers information collected at this website, and does not cover any information collected offline by Nacre Fashion (unless specifically stated).

Personal information provided on the website and online credit card transactions are transmitted through a secure server using Secure Socket Layering (SSL) encryption technology.

We are committed to handling your personal information with high standards of information security. We take appropriate physical, electronic, and administrative steps to maintain the security and accuracy of personally identifiable information we collect, including limiting the number of people who have physical access to our database servers, as well as employing electronic security systems and password protections that guard against unauthorized access. Our website uses encryption technology, such as Secure Sockets Layer (SSL), to protect your personal information during data transport. SSL encrypts ordering information such as your name, address, and credit card number. Our Customer Care also operate over a private, secure network. Please note that email is not encrypted and is not considered to be a secure means of transmitting credit card information.

## **Privacy Policy**

To help us achieve our goal of providing the highest quality products and services, we use information from our interactions with you and other customers, as well as from other parties. Because we respect your privacy, we have implemented procedures to ensure that your personal information is handled in a safe, secure, and responsible manner.

We have posted this privacy policy in order to explain our information collection practices and the choices you have about the way information is collected and used.

As we continue to develop our website and take advantage of advances in technology to improve the services we offer, this privacy policy likely will change. We therefore encourage you to refer to this policy on an ongoing basis so that you understand our current privacy policy.

This Privacy Policy was last updated on October 14, 2013.

### The Information We Collect

Generally, you may browse the website without providing any personally identifiable information. However, we may ask you to provide personally identifiable information at various times and places on this website. In some cases, if you choose not to provide us with the requested information, you may not be able to access this entire website or participate in all of its features.

We receive and store any personally identifiable information you enter on the website, whenever you shop with Nacre Fashion online, or information you give us in any other way, such as by subscribing to our catalogs, email, or mobile messaging. For example, we may collect the following personally identifiable information: your name, address, telephone number, mobile telephone number, driver's license number, birth date, and email address. If you use a credit or debit card or pay by check, we will also include your account number.

If you use one of our services, or participate in one of our surveys, promotions, or sweepstakes, we may ask for additional information, such as your age, interests, or product preferences.

From your purchases and other interactions with us, we obtain information concerning the specific products or services you purchase or use.

When you visit this website, our web server automatically collects anonymous information such as log data and IP addresses, and may collect general information concerning your location. We may use the automatically collected information for a number of purposes, such as improving our site design, product assortments, customer service, and special promotions.

### **How We Use the Information We Collect**

We use the information we collect for various purposes, including:

To complete your purchase transactions

To provide the services you request

To send you our catalogs and other offerings by mail

To identify your product and service preferences, so we can notify you of new or additional products, services, and promotions that might be of interest to you

To notify you of product recalls or provide other information concerning products you have purchased

To improve our merchandise selections, customer service, and overall shopping experience

Others with Whom We Share Your Information

Service Providers: We also may disclose information to outside companies that help us bring you the products and services we offer. For example, we may work with an outside company to: (a) manage a database of customer information; (b) assist us in distributing emails; (c) assist us with direct marketing and data collection; (d) provide us storage and analysis; (d) provide fraud prevention; and (e) provide other services designed to assist us in maximizing our business potential. We require that these outside companies agree to keep confidential all information we share with them and to use the information only to perform their obligations in our agreements with them.

Other Companies: We may provide information to carefully selected outside companies when we believe their products or services may be of interest to you.

Compliance with Law: We may provide access to information when legally required to do so, to cooperate with police investigations or other legal proceedings, to protect against misuse or unauthorized use of our website, to limit our legal liability, and to protect our rights or to protect the rights, property, or safety of visitors of this website or the public.

Because customer lists often are prepared well in advance of an offering (sometimes a few months before the offer is made), you may continue to receive some offers after you send us a request not to use your information for specified marketing purposes. We appreciate your patience and understanding in giving us time to carry out your request.

## **Children's Privacy**

Protecting children's privacy is important to us. Our website is a general audience site. We do not collect or maintain information from those we actually know are under 13, and no part of our website is targeted to attract anyone under 13. We also do not send email correspondence to anyone who tells us that they are under the age of 13 without their parent's consent.

Children under the age of 13 should always ask their parents or guardians for permission before providing any personal information to anyone online. We urge parents and guardians to participate in their children's online activities and use parental control or other web filtering technology to supervise children's access to the web.

## **Online Account Registration**

To make online shopping faster and easier, you may register with nacrefashion.com. As a registered customer, you only have to enter your shipping addresses and billing information once; they will be securely stored with us for your future use. Using your name and a password of your choice, you may access your account online at any time to add, delete, or change information.

If you are using a public computer, we strongly encourage you to LOG OUT at the conclusion of your session. Your information will still be stored with us but it will not be accessible to anyone else from that computer.

### **Emails**

You will receive promotional emails from us only if you have asked to receive them. If you do not want to receive email from **Nacre Fashion** or its affiliates you can click on "Unsubscribe" at the bottom of any email communication sent by us. . Please allow us 3 business days from when the request was received to complete the removal, as some of our promotions may already have been in process before you submitted your request.

# **Browser Advisory**

PC users should place their online order using Internet Explorer or Firefox. Macintosh users should place their online orders using Safari or Firefox. These browsers allow us to offer our customers the highest level of security; some other browsers prevent users from viewing secure pages during the checkout process. We apologize for any inconvenience.

### **Conditions of Use & Disclaimers**

When you use this website, you are automatically agreeing that both your access to the site and your use of it are:

Subject to the terms and conditions in this legal notice, which may change at any time without notice.

Subject to all applicable laws.

Undertaken at your own risk.

Please refer to this page frequently to review our current terms and conditions of use.

### Use

You have permission to electronically copy and print hard copies of pages from this website solely for personal, non-commercial purposes related to placing an order or shopping with nacrefashion.com. Unless we give you written permission in advance, any other use of this website, its content, and its information, including linking or framing to this website, are strictly prohibited.

### **Errors and inaccuracies**

Our goal is to provide complete, accurate, and up-to-date information on our website. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. This site may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the

right to correct any errors, inaccuracies, or omissions—including after an order has been submitted—and to change or update information at any time without prior notice. We sincerely apologize for any inconvenience this may cause.

## Disclaimer of liability

We make no representations or warranties of any kind, whether express or implied, with respect to this website, its content, or the information available on or through it; they are provided "as is," with all faults. Except as otherwise provided under applicable laws, we and our corporate affiliates, and the directors, officers, employees, agents, contractors, successors and assigns of each, will not be liable for any damages whatsoever arising out of or related to the use of this website or any other website linked to it. This limitation of liability applies to direct, indirect, consequential, special, punitive, or other damages you or others may suffer, as well as damages for lost profits, business interruption, or the loss of data or information, even if we are notified in advance of the potential for any such damages.

## No confidentiality

Except for information necessary to place an order, we do not want to receive confidential or proprietary information or trade secrets through this website. Any information, materials, suggestions, ideas, or comments sent to us will be deemed non-confidential, and by submitting it, you are granting us an irrevocable and unrestricted license to use, modify, reproduce, transmit, display, and distribute it for any purpose whatsoever, with no payment or other compensation to you. However, we will not use your name unless we are required by law to identify the source of the materials, information, suggestions, ideas, or comments, or unless we first obtain your permission.

## Applicable law

By visiting this website, you agree that the laws of the State of North Carolina, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and us or any of our affiliates.

## **Disputes**

Any dispute relating in any way to your visit to our website or to products purchased here shall be submitted to confidential arbitration in Charlotte, North Carolina. However, if you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of North Carolina. You consent to exclusive jurisdiction and venue in such courts. Any arbitration under this agreement shall be conducted under the prevailing rules 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 with respect to this website or to products purchased here shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise.

## **Protecting your information**

As part of our ongoing commitment to ensure that your shopping experience with NacreFashion.com is protected, NacreFashion.com will prosecute all unauthorized or fraudulent transactions to the fullest extent allowed by law.

## **Protecting Yourself From Internet Scams**

It should come as no surprise that one of our highest priorities at Nacre Fashion Company is keeping your personal information secure and confidential. To that end, we would like to share some of the most common types of internet scams and suggestions on how you can be aware of and help protect yourself against identity theft.

### **Fictitious Job Offer Emails Alert**

Email campaigns offering fictitious job offers are a reality. The emails can be quite authentic looking. They often purport to have been sent directly from one of our executives or from our human resources department. Enclosures, such as company information sheets and detailed questionnaires, may display The Nacre Fashion Company name. The emails may include a request for payment of a processing fee

of several hundred dollars, and/or they may offer reimbursement for certain jobapplication or relocation expenses.

These emails are fraudulent. The Nacre Fashion Company does not extend job offers via email to individuals with whom it has had no prior contact. We do not ask prospective employees to pay a fee to be considered for a position or to receive a job offer. We do not authorize recruiters or agents to do any of these things on our behalf. Fraudulent job offers are an unfortunate possibility. Please be aware, as we will not honor them in any way.

You should not respond to any of these job offers by revealing personal information, nor should you send any funds in response to them. If you receive one of these fraudulent offers, please report the matter to the U.S. Secret Service. You may also email our security group.

## **Phishing and Spoofing Alert**

This is when a criminal sends you a phony message or a website link that appears to be from a legitimate business. They will directly request that you provide personal financial information, such as:

Name and address

Social Security numbers

Credit card numbers/bank account numbers

PIN numbers/passwords

## **Pop-Up Advertisements Alert**

Some advertisements "pop up" in a separate browser window advising that you have won a contest or request that you participate in a survey to collect a prize. They may then ask that you provide personal information in order to receive your gift. By clicking on the link it is possible that you are also downloading viruses designed to capture or destroy information on your computer.

#### Check Scam Alert

A similar but low-tech scam circulates occasionally, in the form of a check, purportedly from The Nacre Fashion Company, and instructions to deposit it right away, usually in order to receive the balance of a larger sum you have "won" or that has otherwise come to you unexpectedly. You will be instructed to immediately send a payment, in the form of a second personal check, wire transfer, or similar, to some third party to cover taxes, processing fees, administrative costs, or some similarly vague expense. The check you receive in the mail likely would look quite authentic and probably would have our Nacre Fashion Company trademark on it. Do not deposit the check or follow the instructions you receive with it. The check you deposit will bounce; the check you write or funds you wire will clear, before you know about the bounce, and certainly before you can stop payment on your own check.

## **Important Risk-Reducing Tips**

Never respond to emails that cannot be verified.

Never provide personal information via email.

Contact the business by using legitimate phone numbers to verify the request.

Enter websites using your browser and not by clicking on provided links.

Be cautious of any solicitation requesting that you deposit a check or pay a fee to collect a prize, get a job, or cover vaguely described "costs".

Consider filing a report with the Federal Trade Commission and/or state attorney general's consumer protection office, or the FBI. Online complaints may be filed with the FTC at www.ftccomplaintassistant.gov, and white collar crimes may be reported to the FBI at www.ic3.gov/complaint/default.aspx.