

The following Terms and Conditions and any other rules posted on our Sites constitute an agreement between WHICHKIM, LLC ("WHICHKIM", "we", "our", "us") and you, the visitor, governing your access and use of all content and functionalities available at the WHICHKIM website, as well as any other websites, webpages or frames accessible through the WHICHKIM website or other third party sites WHICHKIM hosts or sponsors such as third party social media sites, mobile apps, and services (collectively, the "Site" or "Sites").

Those persons wishing to use our Sites and their services must read these Terms and Conditions. Your use of our Site constitutes your agreement to be bound by these Terms and Conditions relating to those Sites and their services. If you are under 18, you must let your parent or guardian know about WHICHKIM's Privacy Policy before you register to use this Site or any of this Site's services.

If you do not agree to the Terms and Conditions, please do not use the Sites. WHICHKIM reserves the right to revise the Terms and Conditions at any time, so please visit this page periodically so that you know the most up to date Terms and Conditions that govern your use of the Sites. If you have any questions, please contact us as explained below.

#### ELIGIBILITY TO PURCHASE

The purchase of merchandise through WHICHKIM is strictly limited to parties who can lawfully enter into and form contracts on the Internet in accordance with the laws of the State of California.

In order to make purchases on the Site you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and confirm that you are the person referred to in the billing information provided.

To order merchandise you must be over 18 years of age and possess a valid credit or debit card (please see payments section below for details of acceptable payment methods). By placing an order, you are promising that all details you provide are true and accurate, that you are over 18 years of age, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds in the account to cover the cost of your order.

The Site allows you to check your order and correct any errors before sending it. Please take the time to read and check your order at each page of the order process as you are responsible for ensuring that the information you provide is accurate (for example, the correct products, quantities, size, color, etc.). Note that while WHICHKIM has taken care to ensure that the color(s) of merchandise is/are

accurately reflected on the website, there are discrepancies among monitors and as such, WHICHKIM cannot guarantee that the color you see on your screen is accurate.

In addition, through taking reasonable steps, WHICHKIM tries to ensure the accuracy of the information on the Sites. However, WHICHKIM in no way guarantees the timeliness, completeness or accuracy of information on the Sites and thus, WHICHKIM does not take responsibility for any errors or omissions regarding the information presented on the Sites. The Sites' content is subject to change without prior notice at any time.

By making an offer to purchase merchandise, you expressly authorized us to perform credit checks and, where WHICHKIM feels necessary, to transmit or to obtain your credit card information or credit report information (including any updated information) to or from third parties solely to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

Furthermore, you agree that we may use Personal Information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, or other legal authorities, which may keep a record of that information.

#### PRICING POLICY

Prices shown on the Site are in US Dollars and are exclusive of taxes. If you are shipping within the USA, sales tax will only be charged on orders shipped in California. No other tax or import duty will be applied to orders shipped within the USA, unless otherwise legally required.

All prices and offers remain valid as advertised from time to time. The US Dollar price of a product displayed on the Site at the time the order is accepted will be honored, except in cases of patent or system error. Note that merchandise reflected on the website may or may not be available in WHICHKIM's stock.

Product prices are set when the product arrives in WHICHKIM using the currency exchange rates at the time of arrival.

Customers purchasing internationally will incur the relevant import duty and tax. These costs are not included in the final purchase price.

If you are a customer whose credit/debit card is not denominated in US Dollars, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

#### ACCEPTANCE OF YOUR ORDER

All orders are subject to acceptance and availability, and Items in your shopping cart are not reserved and may be purchased by other customers.

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

Unless you cancel your order, acceptance of your order will be perfected upon completion of the packing of your order. Completion of the contract between you and WHICHKIM will be perfected when we dispatch the goods to you at which time you will receive a second email containing your tracking number, and confirming that your order has been dispatched. The sale contract is therefore concluded in the State of California, USA, and the language of the contract is English.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set-out within the Terms and Conditions.

Furthermore, 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 our withdrawing any merchandise from the Site whether or not that merchandise has been sold, removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## SHIPPING

Domestic shipping within the 48 contiguous United States is free for any amount of orders via FedEx ground. International shipments will incur additional shipment fees not part of the final price. It is illegal to declare lower values or the items as gifts as per international import regulations.

## PAYMENT

Payment can be made by Visa, MasterCard, American Express, JCB, Discover, and Diners Club, and any other methods which may be clearly advertised on the site from time to time. All credit/debit cardholders are subject to validation checks and authorization by the card issuer.

If the issuer of your credit/debit card refuses to authorize payment to WHICHKIM, we will not be liable for any delay or non-delivery. Occasionally, high demand causes us to run out of certain items. If we don't have an item that you have ordered in stock, we'll notify you by email.

Sometimes, an item is out of stock and not expected to come back in stock, so we must cancel the item. In this case, if you paid with a credit/debit card, we will not charge you for the item or any taxes, shipping or handling charges.

Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

## ONLINE RETURN POLICY

\*Amended 02/23/16\*

If for any reason you are not satisfied with your order the item(s) can be returned within 7 business days of delivery of your order for a refund, exchange, or store credit. Sale items, and preorders are final sale. Return shipping is not covered by WHICHKIM.

Items should be returned in their original packaging to ensure they are adequately protected in transit. Items should be returned new, unused, and with all WHICHKIM garment tags still attached.

Returns that are damaged, soiled, altered, or otherwise unacceptable as determined by WHICHKIM in its sole discretion, may not be accepted and may be sent back to the customer. Items sent back without attached return tags will not be accepted under any circumstance.

To arrange a return please email [info@whichkim.com](mailto:info@whichkim.com) with your payment information, product information, reason for return, and whether you would prefer a refund or exchange.

Our address for all returns is WHICHKIM, 600 William St Apt 110, Oakland, CA 94612

## INTELLECTUAL PROPERTY RIGHTS

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## PROHIBITIONS

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and WHICHKIM will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## YOUR ACTIVITY

You use this Site at your sole risk. You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on this Site. We reserve the right to deny you access to this Site, or any part of this Site, at any time without notice. If we determine, in our sole discretion, that you engaged in prohibited activities, including without limitation that you were not respectful of other users, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including trade mark notices), which may be affixed to or contained within the Site.

You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to any submissions made by them.

## INDEMNITY

You agree to indemnify, defend and hold harmless WHICHKIM, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Site's services are provided on an "AS-IS" basis and as available. WHICHKIM disclaims any express or implied warranty of any kind, including but not limited to any warranty of fitness for a particular purpose, any warranty of title, any warranty of merchantability, any freedom from computer virus, or non-infringement, unless otherwise legally required by local law. We do not guarantee or promise any specific results from the use of the Site. We do not warrant or represent that the Site is free of viruses and other malicious codes; you should exercise caution in the downloading of any content or materials.

We are not responsible for the Site being unavailable for any reason, including but not limited to, Site maintenance or other reasons. Further, we are not responsible for any late, lost, stolen, delayed, damaged, garbled, incomplete, misaddressed, or misdirected submissions to the Sites, or for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, traffic congestion on the Internet or at any website (including, but not limited to, the Sites), communications devices, or telephone or

transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of Posted Items (as defined below) or attempts to purchase, for any technical or human error which may occur in the processing of attempts to purchase merchandise, or on account of any combination of the foregoing which may result in the inability to access the Site or to submit or complete a Posted Item or a purchase. Further, we are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind (i.e., misdirection of our emails to your bulk or junk items folder), or insufficient space in your e-mail account to receive e-mail messages.

The use of automated software or computer programs to register for the Sites is prohibited and if you use or attempt to use such methods to register, you will not be allowed to register or use the Sites.

We disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Sites, and reserve the right, at our sole discretion, to modify, cancel, terminate or suspend this Sites should any virus, bug, technical failures, unauthorized human intervention or other causes beyond WHICHKIM's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sites. In the event of any such cancellation, termination or suspension, a notice will be posted on the Sites.

WHICHKIM does not endorse and is not responsible for third party websites (or any merchandise or services on such websites) that link to the Sites or from the Sites. You agree that WHICHKIM is not liable or responsible for such sites or their content, including without limitation any omissions on such sites, any errors on such sites, or any merchandise, goods or services provided on, purchased from, or viewed on such sites.

## ALL TERMS AND CONDITIONS

This is the whole agreement between you and us and supersedes any prior agreement(s). We both agree that WHICHKIM may change, modify, or alter the Terms and Conditions and WHICHKIM reserves its right to do so, at its sole discretion. If WHICHKIM decides to modify the Terms and Conditions, we will post the modified Terms and Conditions on the Sites and by continuing to use the Sites and/or by continuing as a registered user, you agree to be bound by and comply with the modified Terms and Conditions. The modified Terms and Conditions shall supersede any prior version(s) of the Terms and Conditions. Should any provision of the Terms and Conditions, or any modification thereto, be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby. Moreover, if any one or more of the provisions of the Terms and Conditions or any modification thereto should be held to be excessively overboard as to duration, activity or subject, such provision shall be construed by limiting and reducing it so as to be enforceable to the maximum extent allowed by

applicable law. You agree to review the Terms and Conditions on a regular basis so that you are aware of any changes. You can find the most recent Terms and Conditions by clicking on the Terms and Conditions hyperlinks available on the Site's homepage and on footers throughout the Site.

#### PRIVACY

Your privacy is very important to us. For more information, please review the Privacy Policy, which you may access via the Privacy hyperlink at the bottom of every page on the Site.

#### NO WAIVER

WHICHKIM's failure or omission to enforce any part of the Terms and Conditions shall not constitute a waiver of its rights here under. Rather, WHICHKIM may enforce any portion of the Terms and Conditions, as well as pursue any and all rights under equity or law as it deems necessary.

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