KIRK KARA

PRIVACY POLICY

Kirk Kara is committed to respecting your privacy and recognizes your need to protect the personal information that you share with us on this web site. The purpose of this privacy policy is to inform you what personal information we may collect from you, how we use such information, and the choices you have regarding our use of, and your ability to review and correct the information. This policy applies only to customers in the United States.

POLICY UPDATES

Kirk Kara may update this privacy policy form time to time. Whenever we make a change, we will post the updated policy on this page. That way users can stay informed of our information collection polices. Accordingly, we recommend that you consult this page frequently so that you are aware of our updated policies.

TYPES OF INFORMATION WE COLLECT

We have the ability to collect two types of information from people who visit our site: Personally Identifiable Information and Aggregate Information. Personally Identifiable Information is any information by which you can be identified, such as your name, address, telephone number, email address, credit card information, birth date, gender, occupation, personal interests, etc. Aggregate Information is anonymous data such as your IP address (i.e., a number that is assigned to your computer whenever you are connected to the internet) and user statistics (e.g., 45% of our users are from California). Aggregate data is very much like television ratings that show the television network how many viewers are watching a particular television program.

WHAT WE DO WITH THE INFORMATION

Kirk Kara collects Aggregate Information to diagnose technical problems on its site, to help us administer the site, to help us improve the quality of the pages that make up our site, to provide data to advertisers about the volume of use on, and frequency of visitors to the site, to gather broad demographic information and to improve our site to assure that it is as appealing as we can make it for as many people as possible. Sometimes we share this information with our business partners, and sometimes we permit our business partners to collect the information directly from you, for advertising and promotional purposes. In no event, however, is this information matched to your Personally Identifiable Information.

Kirk Kara is also able to collect Personally Identifiable Information. This can be done only when you voluntarily submit such information on our site. For example, when you sign up for a Kirk Kara Guest List, when you subscribe to an email newsletter, when you order our brochure, when you participate in our surveys and when you register for contests, sweepstakes, and other promotional opportunities provided by Kirk Kara, you are supplying us with your Personally Identifiable Information. We use such information to display content and products that we think may be of interest to you, to personalize your online experience and to improve the quality of the content that we provide to you on the site. But from time to time we also share such information with our business partners, who might also wish to offer their products or services to you. Whenever we request that you provide us Personally Identifiable Information, we will give you the opportunity to "opt out" of receiving future communications from us or others. By providing such Personally Identifiable Information to Kirk Kara, you agree that, unless you expressly opt out of receiving such information, we may use your Personally Identifiable Information to fulfill the activity you signed up for, such as notifying sweepstakes winners or sending you our catalogue, and contacting you with updates regarding the site. Whether or not you provide such information is completely your own choice. You are not obligated to answer any question that is presented to you.
Kirk Kara may also disclose your Personally Identifiable information when required by law or court order.

CHANGING AND CONTROLLING INFORMATION ABOUT YOU

If you have provided Personally Identifiable Information but later you object to the use that is being made of that information (for example, you no longer wish to receive promotional or marketing information about products, services, and offerings from Kirk Kara or any third parties) you can ask that we stop making use of that information. You can do this by simply sending an email message to us at customercare@kirkkara.com and be sure to indicate “UNSUBSCRIBE” in the subject line. Your request will be processed as soon as possible. Please bear in mind that cancellation of your information will result in you not being able to continue to access the relevant services, offers or content.

PROTECTING CHILDREN

We take special care to protect the safety and privacy of children. Our site is a general audience site. Nevertheless, we do not permit children under age 13 to register on our site for any product or service. We do not collect or solicit personal information about users under age 13. Children under age 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 your children’s online activities and use parental control or other internet filtering technology to supervise your children’s access to the internet.

COOKIES

Our site uses "cookies." A cookie is a small amount of data that is sent to your browser from an internet server and stored in your computer. Generally, we use cookies to remind us of who you are, tailor our products and services to suit your personal interests, estimate our audience size, allow us to better understand how users use the site, to track your status in our promotions, contests and sweepstakes, and/or to analyze your visiting patterns. You can set your browser to notify you when you are sent a cookie, giving you the chance to decide whether or not to accept it.

SECURITY

We understand the utmost importance of protecting the security of your personal information that you share with us. Unfortunately, however, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee or warrant the security of any information you transmit to or from our site, and you do so at your own risk.

LINKS TO THIRD PARTY SITES

This site may contain links and references to sites and organizations operated and maintained by third parties. Kirk Kara has no control whatsoever over such third parties or their internet sites or their products or services. Privacy policies for such linked sites or products or services may be different from our privacy policy. You should always read the privacy policy for a linked site or organization before disclosing any personal information on such site or in exchange for any product or service.

YOUR FEEDBACK

To help us improve our privacy policy and practice, please give us your feedback. You may email us at customercare@kirkkara.com or call us at 1.800.874.0181.

TERMS OF USE

Thank you for visiting the kirkkara.com website. By using this Site, you accept and agree to be legally bound by and comply with the terms and conditions set forth below (collectively this Policy) and all applicable laws.
If you do not agree to any provision of this Policy, please do not access this Site. We may change, update or revise any provision of this Policy at any time without notice. Please check this Policy regularly for changes. Your use of our Site following any such change constitutes your agreement to follow and be bound by the terms as changed.

PROPRIETARY RIGHTS
All content, information, data, text, illustrations, photographs, images, products, artwork, designs, video, audio, logos and trademarks provided on this Site (collectively the

Content) are owned by Kirk Kara, and/or its affiliates and subsidiaries (collectively Kirk Kara) and are protected by worldwide copyrights, trademarks, patents, trade secrets, or other proprietary rights. The Content on this Site, and the Site as a whole, are intended solely for personal non-commercial use by users of this Site. You may print or download certain Content for your personal, non-commercial use ONLY, provided that you keep intact all copyright, trademark and other proprietary rights notices contained in or accompanying such Content. You may not copy, reproduce, sell, distribute, transmit, publicly display, publish, modify, edit or otherwise exploit any Content for any purposes, by any means, except as expressly authorized by Kirk Kara. Use of any Content for any purpose not expressly permitted in this Policy is prohibited.

KIRK KARA TRADEMARKS

All names, marks, brands, logos, designs, trade dress and other designations that are used in connection with this Site, including, without limitation, are owned by Kirk Kara. You may not remove or alter the Kirk Kara Trademarks. You may not use the Kirk Kara Trademarks without the prior, written authorization of Kirk Kara, except to identify the products or services of the company and only if your reference is truthful and not misleading. The products, logos, designs, advertisements and images described and/or displayed on this Site may be the subject of other intellectual property rights reserved by Kirk Kara or other third parties. No license is granted with respect to these intellectual property rights.

THIRD PARTY SITES

This Site may provide links to third party sites for your convenience only. Kirk Kara does not warrant or guarantee the availability, completeness, accuracy, or reliability of any privacy policy, information or material contained in such third party sites and Kirk Kara shall not be liable for any damages or injury arising from your use of or content in such third party sites. Your access and use of such third party sites is solely at your own risk. Links to third party sites does not constitute an endorsement by Kirk Kara of such sites or any information or products/services contained in such sites. Kirk Kara recommends that you check the specific privacy policy of any site before providing any personal information.

POSTINGS OR SUBMISSIONS BY USERS

Any material submitted by you to Kirk Kara by electronic mail, including creative ideas, suggestions, designs, artwork, comments, feedback, photographs and other communications (collectively Material) will be deemed non-confidential. By posting or submitting Material, you grant to Kirk Kara and its subsidiaries, affiliates and licensees the right to copy, reproduce, display, publish, distribute, promote and otherwise use such Material worldwide in any media, by any means and for any purpose, including but not limited to developing, manufacturing and marketing of goods or services. The disclosure or offer of any Material by you shall constitute an assignment to Kirk Kara of all worldwide rights, titles and interests in all copyrights and other intellectual properties

therein. Kirk Kara is under no obligation to pay you any compensation for any Material or to respond to any Material. All Material shall be and remain the property of Kirk Kara.

You agree that you are solely responsible for any Material posted or submitted by you. You represent and warrant that you own or otherwise control all of the rights to Material submitted by you and that no use of such Material by Kirk Kara will infringe or violate any rights of any third party. You agree to defend, indemnify and hold Kirk Kara and its affiliated, subsidiaries, agents, representatives, employees, officers, directors, licensees, sponsors, partners, suppliers and contractors (collectively the Affiliates) harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys fees and legal costs) arising from or in connection with any Material posted or submitted by you. Kirk Kara reserves the right, at any time and in its sole discretion, to delete, move or edit any Material posted or submitted by you.

By participating in surveys, sweepstakes, contests or promotions on this Site, and/or requesting promotional information or product updates, you hereby agree that Kirk Kara may use information about you for marketing, product development and promotional purposes. You agree that Kirk Kara may use information about you and your use of this Site in any manner that does not reveal your identity and/or consistent with the terms of Kirk Kara's Privacy Policy. Further, you agree that Kirk Kara may send you electronic mail for the purpose of advising you of updates to this Site, providing you with information on Kirk Kara products or for such other purpose as Kirk Kara deems appropriate.

Kirk Kara Products

The Kirk Kara products displayed on this Site may be available at select Kirk Kara Authorized Retail Stores and specialty stores in the United States of America and select foreign markets. However, Kirk Kara cannot guarantee that the products appearing on this Site will be available at every authorized Kirk Kara retailer; availability and selection are subject to supply. All product descriptions, specifications, colors, and prices are subject to change by Kirk Kara at any time without notice. Prices displayed on the Site are quoted in U.S. Dollars and are valid and effective only in the United States. The particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors of products offered herein.

Disclaimer of Warranties

THIS SITE AND ITS CONTENT ARE PROVIDED "AS IS" FOR YOUR USE. TO THE EXTENT PERMITTED BY LAW, THIS SITE AND ITS CONTENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. KIRK KARA DOES NOT WARRANT OR GUARANTEE THAT ALL CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE AND ITS CONTENT WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR

THAT ALL CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THIS SITE, AND KIRK KARA SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THIS SITE. YOUR USE OF THIS SITE AND ITS CONTENT IS ENTIRELY AT YOUR OWN RISK.

Limitation of Liability

IN NO EVENT SHALL KIRK KARA OR ANY OF ITS AFFILIATES BE LIABLE UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND, OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THIS SITE, REGARDLESS OF WHETHER OR NOT KIRK KARA.COM OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, EXCEPT WHERE PROHIBITED BY LAW.

Indemnification of KIRKKARA.com

You agree to defend, indemnify and hold Kirk Kara and its Affiliates harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) arising from or in connection with your use or misuse of this Site and the Content or your violation of any provision of this Policy.

International Use

Kirk Kara makes no representation or warranty that this Site and its Content are appropriate or available for use in locations outside the United States. Accessing this Site or the Content from territories in which this Site or the Content is illegal is prohibited. You agree that if you choose to access this Site or Content from any locations outside the United States, you do so with your own initiative and are solely responsible for compliance with local laws.

Miscellaneous

If there is a dispute about this Policy or your use of this Site, the laws of the State of California, United States of America, shall apply, without regard to any conflict of law provisions, and it shall be resolved exclusively by the state and federal courts sitting in Los Angeles County, in the State of California, United States of America.

For questions about this Policy, please email customercare@kirkkara.com.