

Klassy Gents Terms of Membership

These Terms of Membership (“Terms of Membership”) govern your membership on Klassygents.com and its associated mobile sites and applications and your purchases and use of products and services available through the klassygents site. Klassy Gents Site is operated by Veebi and associates. Your use of Klassy Gents and these terms are also governed by KG Policy and Privacy Procedures listed directly at the following address: <http://www.klassygents.com/#!procedures/ygqrz>

PLEASE CAREFULLY READ THESE TERMS OF MEMBERSHIP, ALONG WITH THE TERMS OF USE, PRIVACY NOTICE AND OTHER POLICIES OR AGREEMENTS REFERENCED IN THESE TERMS OF MEMBERSHIP, BEFORE ESTABLISHING A MEMBERSHIP OR PURCHASING OR USING PRODUCTS OR SERVICES THROUGH THE KLASSY GENTS SITE. BY ESTABLISHING A MEMBERSHIP OR PURCHASING OR USING PRODUCTS OR SERVICES THROUGH KLASSY GENTS SITE, YOU AGREE TO THESE TERMS OF MEMBERSHIP, INCLUDING WITHOUT LIMITATION, THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN THE DISPUTE RESOLUTION SECTION BELOW.

1. GENERAL

2. These Terms of Membership have been executed and delivered by you and constitute a valid and binding agreement between you and Klassy Gents, enforceable against you in accordance with their terms. You represent that you are (1) at least 18 years of age, (2) of legal age to form a binding contract, and (3) not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

3. You shall establish and use your membership on Klassy Gents Site, and purchase and use the products and services available through Klassy Gents Site, in strict compliance with these Terms of Membership and all applicable laws, rules and regulations (collectively, “Laws”). All calls, emails and other communications between you and KG may be recorded.

4. PRIVACY NOTICE

A copy of the Privacy Notice that applies to the collection, use, disclosure and other processing of personal information by Klassy Gents is located at <http://www.klassygents.com/#!privacy/u1bbv>. You consent to any personal information we may obtain about you (either via Klassy Gents Site, by email, telephone or any other means) being collected, stored and otherwise processed in accordance with the terms of the Privacy Notice. Klassy Gents may update its Privacy Notice from

time to time, in its sole discretion, and post an updated version of the notice at the website address provided above. It is your responsibility to check periodically for any changes we make to the Privacy Notice, but if a revision, in our sole discretion, is material, Klassy Gents will notify you. Your continued use of the Site after any changes to the Privacy Notice means you accept the changes. No changes to the Privacy Notice occurring after a dispute between you and Klassy Gents arises will apply retroactively.

5. **Klassy Gents MEMBERSHIP**
 - **Establishing a Membership**
 - You may establish membership on the Klassy Gents Site for Free, enrollment requires you to (1) indicate agreement to these Terms of Membership, (2) provide contact information, and (3) Visit our site to confirm your subscription. You agree to accept responsibility for all activities that occur under your account or password. You are responsible for maintaining the confidentiality of your account and password, and for restricting access to your account. We encourage you to review information about some of the measures you may take to help protect your account, but we cannot guarantee that implementing such measures will ensure the security of the account or your information.
 - **Use of Membership**
 - You shall not use your Klassy Gents membership for any purpose competitive to KG. You will notify KG immediately by emailing Veebi@Klassygents.com of any unauthorized use of your KG membership, whether by you or a third party.
 - **Membership Termination**
 - You may cancel your Klassy Gents membership at any time by contacting KG customer service as specified on the “Contact Us” page on the KG Site. Klassy Gents may terminate your membership and refuse any and all current or future use of the Klassy Gents Site, or any portion thereof, (1) in order to comply with applicable Law, (2) if you provide any information that KG determines, in its sole discretion, to be untrue, inaccurate, not current or incomplete (or if the information becomes untrue, inaccurate, not current or incomplete), (3) if Klassy Gents determines, in its sole discretion, that you are using your membership in a manner not permitted by these Terms of Membership or the [Terms of Privacy](#), or (4) in other circumstances, as KG deems appropriate in its sole discretion..

6. **PURCHASES And Order Processing**
 - **Klassy Gents** may, in its sole discretion, choose to not process or to cancel your order in certain circumstances. This may occur, for example, when the product or service you wish to purchase is out of stock or has been mispriced, we suspect the request is fraudulent, or in other circumstances **Klassy Gents** deems appropriate in its sole discretion. **Klassy**

Gents also reserves the right, in its sole discretion, to take steps to verify your identity to process your order. **Klassy Gents** will either not charge you or refund the charges for orders that we do not process or cancel.

- Return Policy
- **Klassy Gents** accepts returns on certain merchandise on a case-by-case basis. For **Klassy Gents**'s Return Policy, which may change from time to time, please click <http://www.klassygents.com/#!/shippingandreturnpolicies/go9l8>.
- Product and Service Descriptions
- **Klassy Gents** attempts to provide accurate descriptions of products and services on the KG Site. **Klassy Gents** does not warrant, however, that the descriptions are accurate, complete, reliable, current or error-free. If a product or service offered on the **Klassy Gents** Sites is not as described, your sole remedy is to return the item, as specified in these Terms & Conditions.
- The **Klassy Gents** Site may offer a Quick View feature for various products. This feature allows you to view basic size and price information about the product and add the product to your cart without opening the product page. Quick View and this "add to cart" feature are offered for your convenience only. The product page is where you will find more detailed information about a product, its source, features and pricing.
- Pricing Information
- **Klassy Gents** strives to provide accurate pricing information regarding the products and services available on the KG Site. We cannot, however, insure against pricing errors. Gilt reserves the right, at its sole discretion, to not process or to cancel any orders placed for a product or service whose price was incorrectly posted on the site as a result of an error. If this occurs, **Klassy Gents** will notify you by email. In addition, **Klassy Gents** reserves the right, at its sole discretion, to correct any error in the stated full retail price.

7. Product and Service Availability

- **Klassy Gents** Site may contain information regarding the availability of merchandise. This information can be used to estimate the likelihood that an item will be shipped immediately after you place your order. Unfortunately, **Klassy Gents** cannot guarantee that an item listed as "in stock" will actually ship right away, as inventory can change significantly from day-to-day. In rare cases, a product or service offering may be in stock when a customer places the order, and sold out by the time **Klassy Gents** attempts to process the order. Should this happen, **Klassy Gents** will notify you by email. Service offerings that are out-of-stock generally are no longer available. If KG determines that a product or service

you wish to purchase is no longer available, the item will be cancelled from your order. **Klassy Gents** will notify you by email and delete the item from the KG Site

8. **REFERRAL PROGRAM**

- On certain occasions, Our Brand Ambassadors and Other Klassy Gents' associates may offer members the ability to earn discounts ("Referral Credits") toward future purchases on the Gilt Sites when they invite friends to become members on the **Klassy Gents** Site and those friends make a qualifying purchase within six (6) months of the invitation sent through, Facebook or another social media channel supported by **Klassy Gents**). You may only earn Referral Credits via **Klassy Gents'** authorized member invite mechanisms. You understand that Referral Discounts are not transferable, may not be auctioned, bartered or sold, may not be pooled with other members, and expire One (1) month after issuance. You will only receive Referral discount for the first qualifying purchase made by a friend who makes his or her first purchase on the **Klassy Gents** Site as a result of an invite from you. If your friend does not follow the directions in the invite email or other valid invite mechanism to accept the invitation, you may not receive Referral Discount, and **Klassy Gents** will have no liability to you for your friend's failure to follow directions.

9. You agree that having multiple **Klassy Gents** accounts is a violation of these Terms and Conditions and that sending invites to alternate email addresses or accounts or otherwise attempting to circumvent **Klassy Gents** referral discount program system may, without limiting any other **Klassy Gents** rights or remedies, result in forfeiture of your membership and all Referral Discounts in your account. KG reserves the right to void referrals and Referral Discounts earned if we suspect that the referrals or Referral Discounts were earned in a fraudulent manner, in a manner that violates these Terms and Conditions or in a manner otherwise not intended by KG. You must not conduct your own promotion in connection with our referral discount program. You may not engage in any promotional, marketing, or other advertising activities on behalf of **Klassy Gents**, including by using any trademarks of KG.

10. Referral Discount will appear in your account within approximately 24 hours after one of your qualifying invitees makes his or her qualifying purchase and that purchase is shipped. The referral discount program is void where prohibited by law. **Klassy Gents** reserves the right to modify or terminate the referral discount program at any time. You understand that your account may not accurately reflect the Referral Discounts you have actually earned. **Klassy Gents** will have no liability for any errors displayed in your account.

Effective on June 19, 2016

