

Privacy, Safety & Security

- **Our Privacy Policy**
- **Terms & Conditions**

★ **Our Privacy Policy**

Welcome to www.necktitemagic.com. Your trust is one of our most important assets. We take seriously the protection and proper use of the personal information you supply to us. Providing our customers the highest quality product and service, 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 designed to handle your personal information in a safe, secure, and responsible manner. This policy explains what personally identifiable or personal information we may collect from you when you visit our website, how we use such information, and the choices you have regarding our use of this information.

Security:

We are committed to handling your personal information, including your online credit card transactions, 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. When the letters "http" in the URL change to "https," the "s" indicates you are in a secure area employing SSL; also, your browser may give you a pop-up message that you're about to enter a secure area.

You may purchase online merchandise by calling **toll-free 1-855-900-NECK (6325), Monday – Friday** or through our website shopping bag at: www.necktitemagic.com (7) days per week.

Our Customer Care Center operates over a private, secure network. Please note that e-mail is not encrypted and is not considered to be a secure means of transmitting credit card information.

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 NeckTITE Magic - online - or information you give us in any other way. For example, we may collect the following personally identifiable information: your name, address, telephone number,

We may also collect personal information about you from third parties, such as demographic firms, to make our future marketing efforts more efficient. From your purchases and other interactions with us, we obtain information concerning the specific product you purchase or use. When you visit this website, our web server automatically collects anonymous information such as log data and IP addresses. We may use the automatically collected information for a number of purposes, such as improving our website 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 information and other offerings by mail
- to keep you informed about the status of your orders
- to notify you of new or products, and promotions that might be of interest to you
- to provide other information concerning products you have purchased
- to improve our customer service, and overall shopping experience

E-mails:

If you do not want to receive promotional email from NeckTITE Magic you can click on the unsubscribe link and hit send at the bottom of any email communication sent by us. Please allow us 30 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.

Links to other websites:

While visiting www.necktitemagic.com you may link to websites operated by other third parties. This does not mean that we endorse companies, their products, or their websites. We do not make any representations or warranties about any website you may access. They are independent from us, and we have no control over or responsibility for their information or activities. In addition, our privacy practices may differ from those of these other websites. If you provide personal information at one of those websites, you are subject to the privacy policy of the operator of that website, not the www.necktitemagic.com privacy policy. Make sure you understand any website's privacy policies before providing personal information.

Online account registration:

To make online shopping faster and easier, you may register with www.necktitemagic.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.

Acceptance:

By using this website, you accept the policies set forth in this Privacy Policy.

Any questions?

We'll be happy to provide additional information or answer any questions.

Please: Call toll-free: **1-855-900-NECK (6325)**

★ Terms & Conditions**1. Privacy:**

Please review our Privacy Policy, which also governs your visit to the Website, so that you may understand our privacy practices.

2. Purchase Related Policies:

For specific policies related to orders placed through this Website (such as order processing, shipping and handling, returns and exchanges) please see specific categories listed herein.

3. Accuracy of Information:

Our goal is to provide complete, accurate, 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 website 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.*

4. Intellectual Property:

All content available on the our Website, including, but not limited to, text, graphics, logos, button icons, images, audio clips, data compilations, and software, and the compilation thereof (the "Content") is the property of NeckTITE Magic, LLC. The trademarks, logos, and service marks displayed on the Website (collectively, the "Trademarks") are the registered and unregistered marks of NeckTITE Magic, LLC in the United States, and are protected by United States trademark laws.

5. Limited License:

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 www.necktitemagic.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, is strictly prohibited.

We grant you a limited, revocable, and non-exclusive license to access and make personal use of the Website. Please note that you may not frame or utilize framing techniques to enclose the Website or any portion thereof without our prior written consent. Any unauthorized use by you of the Website terminates the limited license set forth in this Section 5 without prejudice to any other remedy provided by applicable law.

6. Your Account:

If you use the Website, 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 accessing and using the Website on someone else's behalf, you represent that you have the authority to bind that person as a principal to all the Terms and Conditions provided herein, and you agree to accept liability for harm caused by any wrongful use of the Website resulting from such access or use. We reserve the right to refuse service, terminate accounts, or remove or edit content, for any reason, in our sole discretion without prior notice.

7. Third Party Links:

We are not responsible for the content of any off-Website pages or any other websites linked to or from the Website. Links appearing on the Website are for convenience only and are not an endorsement by us of the referenced content, product, service, or supplier. Your linking to or from any off-Website pages or other websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-Website pages or any other websites linked to or from the Website, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Website pages and other websites that you visit.

8. Submissions:

We welcome inquiries or feedback on our product you use or might like to purchase, however it is our policy to decline unsolicited suggestions and ideas. Notwithstanding our policy with regard to unsolicited suggestions and ideas, any inquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. Subject to the terms of our Privacy Policy, by transmitting or posting any Submission, you hereby grant us a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute, and display any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works. If you make a Submission, you represent and warrant that you own or otherwise control

the rights to your Submission. You further represent and warrant that such Submission does not constitute or contain software viruses, 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 us as to the origin of any Submission. You agree to indemnify us for all claims arising from your claims to any rights in any Submission.

9. Representations and Warranties; Limitation 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 employees, agents, contractors 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.

10. Indemnification:

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Website. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

11. 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.

12. General:

You acknowledge and agree that these Terms and Conditions, together with our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of the Website, and supersede and govern all prior proposals, agreements, or other communications.

If you have any questions regarding these Terms and Conditions, please contact us by calling **1-855-900-NECK (6325)** or by emailing using our **Contact Us** tab on our website home page.