Effective: 06/13/2024



Purchase Agreement

Disclaimer: Legally Binding Agreement

By placing an order with The Firas Collection, you acknowledge and agree that your purchase constitutes a legally binding agreement between you (the purchaser) and The Firas Collection. Completing the checkout process signifies your acceptance of all terms, conditions, and policies outlined on our website, including but not limited to our chargeback policy, return/refund policy, and product eligibility terms.

You further agree that any attempt to file a chargeback claim that contradicts our stated policies or disregards our established resolution process—including cases of ineligible claims or fraudulent filings—will constitute a material breach of this agreement. Such actions may result in immediate legal consequences, including but not limited to:

- **❖ Formal reporting** of the incident to relevant financial institutions and authorities.
- **❖ Initiation of legal proceedings** to recover costs, damages, and fees associated with the claim.
- Permanent restriction from making future purchases with The Firas
 Collection.

Additionally, The Firas Collection reserves the right to take further action in response to fraudulent chargeback claims:

- ❖ Legal Action: The Firas Collection reserves the right to initiate civil litigation against individuals who file fraudulent chargeback claims. This may include seeking compensation for any financial losses, legal fees, and damages incurred as a result of fraudulent activity.
- Criminal Reporting: Instances of fraudulent chargeback claims may be reported to local law enforcement agencies, as well as federal authorities such as the Federal Trade Commission (FTC) or Internet Crime Complaint Center (IC3), for further investigation and potential criminal prosecution.
- ❖ **Recovery of Costs:** We will actively pursue the recovery of all costs and damages arising from fraudulent chargeback claims, including but not limited to administrative fees, shipping charges, and product costs.

For any concerns or disputes regarding your order, we strongly encourage you to contact our customer support team at firashair@gmail.com to resolve the matter in accordance with our policies.

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By completing a purchase on our website " <u>www.thefirascollection.com</u> ", you acknowledge and agree to the following Terms and Conditions.

Please review these terms carefully before completing your purchase.

Your order placement on "www.thefirascollection.com" signifies your acceptance of these terms and conditions.

If you have any questions or require further clarification on any of these points, please contact our customer support team before finalizing your purchase.

Terms and Conditions

1. Separation of Hair Extension Bundles and Other Products

You acknowledge and agree that hair extension bundles and other products available on our website are sold individually unless explicitly stated otherwise. Each product is priced and processed as a standalone item. Any bundled or combined product offerings presented as promotions are subject to distinct pricing and terms, which may vary. Please review all product details carefully before completing your purchase.

2. Quality Standards

You acknowledge that you have reviewed and accepted the terms outlined in our **Quality Standards Policy**. This policy establishes the standards and conditions regarding the quality, authenticity, and condition of our products. To preserve the natural integrity of our human hair extensions, we avoid processing methods that could compromise their quality. As a result, certain characteristics are inherent and expected, including variations in bundle density, weft length, and residual fragrance. For comprehensive details, please refer to the **Quality Standards** section on our website.

3. Transit-Related Issues

Once an order has been transferred to the designated mail courier or shipping carrier, **The Firas Collection** relinquishes all liability for transit-related matters, including, but not limited to, delays, loss, damage, "Return to Sender," or theft. Any claims or disputes concerning shipment issues must be addressed directly with the respective courier in accordance with their policies and procedures.

To assist with potential transit-related concerns, The Firas Collection offers an insured shipping option. Customers who opt out of insured shipping acknowledge and accept the inherent risks associated with transit. By proceeding without insurance, they forfeit eligibility for replacement or refund due to any transit-related issues.

4. Promo Code and Discount Policy

To ensure clarity and fairness, all promo codes and discount offers must be applied during the checkout process on our website. Promo codes cannot be applied retroactively after an order has been placed, except in cases of verified technical issues that prevented the code from being applied.

Expiration of Promotional Codes

Promo codes provided without a specified expiration date, such as those included in marketing items or product packaging, will expire 90 days from the date the item was received, as determined by the most recent order placed.

Combination Restrictions

Promo codes and discounts cannot be combined with other promotional offers, discounts, or ongoing sale events. Only one promotional code or discount may be applied per order.

For any questions regarding promo codes or eligibility, please contact our customer support team at firashair@gmail.com.

5. Post-Sale Promo Code Application

We understand that sometimes things can be forgotten during checkout. If you place an order and realize you forgot to apply a valid promo code, **The Firas Collection** may, in certain cases, allow for the retroactive application of the code.

Eligibility for Post-Sale Promo Code Application:

❖ **Technical Issues:** If there is a proven technical issue with our website that prevented the promo code from being applied during checkout, we will review and, if necessary, honor the retroactive use of the promo code for that order.

❖ Non-Technical Issues: If the promo code was simply forgotten during checkout, The Firas Collection will not be able to retroactively apply the code to your order.

To request a post-sale promo code application, please reach out to our customer support team at firashair@gmail.com with the details of your order and the promo code you intended to use. We will review your case and, if the conditions are met, apply the promo code to your order.

6. Same Day Shipping Promotions

The Firas Collection offers same day shipping promotions for select restock events. To qualify for same day shipping, orders must meet both the placement deadline and processing requirements outlined in the promotion.

Eligibility for Same Day Shipping:

- **Order Placement Deadline**: Orders must be placed by the order placement time specified in the promotion.
- **Holds and Processing**: Orders that are still on hold for reasons such as address verification or purchase verification are not eligible for same day shipping unless the hold is released and the order is in the awaiting shipment queue by the processing cutoff for that day.

Example: If a promotion specifies an order placement deadline of 1 PM, the order must be free of all holds and ready in the awaiting shipment queue by the processing cutoff (for example, 3 PM) to qualify for same day shipping.

7. Order Modifications, Returns, and Refunds

Order Modifications: You acknowledge and agree that any requests for modifications to your order are at the sole discretion of **The Firas Collection**, based on our established

business procedures and policies. Modifications may be subject to additional pricing and terms, and we are not obligated to accommodate requests that do not adhere to our internal guidelines.

Returns and Exchanges: Returns for refunds or exchanges require the return of the original product. Refunds or the shipment of exchange items will only be processed once the original product has been received by The Firas Collection. For exchanges, transit confirmation that the return is on its way must be provided prior to processing the exchange.

Refund Process: Refund requests, when applicable, will be processed in full accordance with our return policy. Partial refunds may be issued at the discretion of **The Firas Collection** under exceptional circumstances. Please note that refunds are contingent upon the return of products and successful completion of our internal review process. Refunds are typically processed within **3-14 business days** after return completion (time may vary based on payment processor and bank).

If your order qualifies for a refund, it may take additional time for the funds to appear in your account depending on your bank's processing times. The full refund process may take **up to 4 to 14 business days** for funds to be fully reflected in your account.

Post-Sale Promo Code: As a token of appreciation, The Firas Collection may offer a surprise post-sale promo code on future orders to eligible customers. Promo codes will be sent to customers after a successful resolution of any issues with their purchase. These promo codes are non-transferable and can be used only on the next order placed.

8. Inspection Prior to Use

You understand and acknowledge that any concerns regarding the quality of products should be addressed prior to use. It is your responsibility to contact **The Firas Collection** for inspection before removing products from their original packaging or altering them. Once the items are removed from their packaging or altered in any way, they will be considered ineligible for return, exchange, or refund.

Responsibility for Shipping & Delivery

Carrier Selection:

The Firas Collection partners with reputable shipping carriers, including USPS and FedEx, to fulfill the delivery of your orders. The specific carrier selected for your order may vary depending on your location and the nature of the product(s) ordered.

Third-Party Carriers:

In certain instances, third-party carriers may be involved in the delivery process. We rely on these trusted carriers to complete the delivery of your order in accordance with their established services and expertise.

Delivery Issues:

- The Firas Collection is not liable for any issues that may arise during the shipping and delivery process, including, but not limited to, the following:
- ❖ **Stolen Packages:** If a package is marked as delivered but has been stolen or is missing, we advise contacting local authorities and the carrier (e.g., USPS) to report the issue. We do not assume responsibility for stolen packages.
- ❖ Lost Packages: In the event that a package is lost in transit, please contact the carrier (e.g., USPS) to initiate an investigation. The Firas Collection is not responsible for lost packages.
- Delivery Delays: While we strive to ensure timely delivery, we do not guarantee specific delivery dates. Delivery times may be affected by factors beyond our control, such as weather conditions, public holidays, or unforeseen events. Please refer to the carrier's tracking information for updates on your shipment's status.

Once the transit status of your order is marked as "Delivered," the responsibility for the safety and security of the package is transferred to the recipient (customer).

Missed "Delivered" Packages:

In cases where a package is marked as "Delivered" but is missing, we recommend that you file a police report with your local authorities for suspected mail theft. Please note that insurance claims for "Delivered" orders will be denied.

Contacting the Carrier:

For any issues related to the delivery of your order, including tracking updates or delivery inquiries, we recommend contacting the relevant carrier directly (e.g., USPS). The carrier will have access to the most current information and can assist in resolving any concerns you may have.

International Shipments and Customs Charges:

The Firas Collection offers international shipping. Please be aware that your order may be subject to customs duties, taxes, and fees as determined by your country's customs authorities. These charges are not included in the total order amount and are beyond our control. If your shipment requires a customs charge for release, the shipping partner (e.g., DHL, FedEx, UPS) will notify you directly with instructions on how to pay these fees. Until payment is made, your package may be held, and failure to settle the customs charges may result in the package being returned or discarded. Unfortunately, in such cases, we are unable to offer a refund for either the order or shipping costs.

Customs charges are the sole responsibility of the customer, as they are imposed by your government and are independent of The Firas Collection. By placing an international order, you agree to assume responsibility for any applicable customs charges. We recommend verifying potential customs fees with your local customs office before placing an order.

Privacy Statement

Introduction

At The Firas Collection, we value and respect your privacy. This Privacy Policy explains how we collect, use, and protect your personal information when you visit our website, make a purchase, or engage with our services. By accessing or using our website and services, you agree to the collection and use of your data in accordance with this policy.

Information We Collect

To provide you with a seamless experience and fulfill your orders, we may collect the following types of personal information:

1. Personal Identifiable Information (PII):

- Name
- Email address
- Mailing address
- Phone number
- Payment information (credit card number, billing address)
- Order history and preferences

2. Non-Personal Information:

Browsing history (pages visited on our website)

Device information (IP address, browser type, operating system)

Location data (if provided by you or via cookies)

3. Payment Information:

We use a secure third-party processor to handle payment transactions. We do not store your payment card details. When processing payments, the third-party processor will collect your payment information (such as credit card details) directly. We only receive transaction approval or rejection from them, and your sensitive payment information is never stored or processed on our systems.

How We Use Your Information

We use the information we collect for the following purposes:

1. Order Processing:

To process and fulfill your orders, including shipping and returns, as well as communicating with you about your orders and any related issues (e.g., delays, updates).

2. Customer Support:

To provide customer service, including responding to inquiries, resolving issues, and offering support with any order-related concerns.

3. Marketing and Communication:

With your consent, we may use your contact details to send you promotional emails, newsletters, or special offers. You can opt out of marketing communications at any time by following the unsubscribe link in our emails or contacting us directly.

4. Improvement of Services:

To analyze website traffic, user behavior, and trends to improve the functionality, content, and usability of our website and services.

5. Legal Compliance:

To comply with any applicable laws, regulations, or legal processes, including investigating fraud or responding to legal requests.

How We Share Your Information

We do not sell, rent, or lease your personal information to third parties. However, we may share your information with third-party service providers and partners to help with the following:

1. Shipping and Fulfillment:

We may share your address and order details with trusted shipping and fulfillment partners to ensure that your order is delivered to you promptly.

2. Payment Processors:

We will share necessary payment details (such as transaction information) with our payment processor to complete transactions securely.

3. Marketing Partners:

With your consent, we may share your information with third-party marketing services to send you promotional materials or personalized offers. You can opt out of marketing communications at any time.

4. Legal Compliance:

In rare cases, we may be required to disclose your information to authorities, law enforcement, or other entities if legally obligated or to protect our rights, property, or safety, or the rights, property, or safety of others.

Data Security

We take your privacy seriously and employ a variety of security measures to protect your personal information. These measures include:

- Secure payment gateways for financial transactions.
- Encrypted communication when transmitting sensitive information (e.g., through HTTPS).
- Regular monitoring of our systems to identify and address any potential vulnerabilities.

Although we take reasonable steps to protect your personal data, please note that no method of transmission over the internet or electronic storage is completely secure. Therefore, we cannot guarantee the absolute security of your information.

Cookies and Tracking Technologies

Our website uses cookies and similar tracking technologies to enhance your browsing experience, analyze website traffic, and personalize content. Cookies are small data files stored on your device that allow us to recognize you when you visit our site.

You can control the use of cookies through your browser settings. However, disabling cookies may affect certain features of our website.

Your Rights and Choices

You have the following rights with respect to your personal information:

1. Access and Correction:

You can request access to the personal information we hold about you. If your information is inaccurate or incomplete, you have the right to request corrections.

2. Data Deletion:

You may request that we delete your personal information, subject to certain exceptions (e.g., if we need to retain the information for legal or business purposes).

3. Opt-Out of Marketing Communications:

You can unsubscribe from our marketing emails at any time by following the unsubscribe link included in our emails. You can also contact us directly to opt out of marketing communications.

4. Data Portability:

You may request a copy of your personal information in a structured, machine-readable format for transfer to another service provider.

5. Withdrawal of Consent:

If you have given consent for us to use your personal information (e.g., for marketing purposes), you can withdraw that consent at any time.

To exercise any of your rights, please contact us at firashair@gmail.com .

Children's Privacy

Our services are not intended for individuals under the age of 18, and we do not knowingly collect personal information from children. If we become aware that we have collected personal information from a child under the age of 18, we will take steps to delete that information as quickly as possible.

International Transfers

If you are located outside the United States, please be aware that your personal information may be transferred to, stored, and processed in the United States, where our servers and operations are located. By using our services, you consent to the transfer of your information to the United States.

Changes to This Privacy Policy

The Firas Collection reserves the right to update or modify this Privacy Policy at any time. Any changes to this policy will be posted on this page with the updated date. We encourage you to review this policy periodically to stay informed about how we are protecting your information.

By completing your purchase with The Firas Collection, you acknowledge that you have read, understood, and agreed to the terms and conditions outlined in this Purchase Agreement and Privacy Policy. Your satisfaction and privacy are of the utmost importance to us, and we are committed to providing you with a seamless, secure, and positive shopping experience.

If you have any questions or require further clarification, please don't hesitate to contact our customer support team at firashair@gmail.com. We are here to assist you and ensure your experience with us is exceptional.

Thank you for choosing The Firas Collection. We appreciate your business and look forward to serving you!

The Firas Collection Team