

(TL;DR VERSION)

- These Terms apply to websites, mobile apps, and online services that link back to them.
- These are free services; we're not promising they're perfect, use them as-is.
- Follow the law and respect other users.
- Any dispute must be filed in arbitration, in Georgia (unless a small claims court can hear it).
- No judge, no jury, no class actions.
- If you submit information or a creation, we own it.
- That includes submissions made on our social media pages or partner pages.
- Purchases will be governed by our Terms of Sale – please read them carefully (and, if applicable, subscriptions will be governed by these Terms of Sale as well as additional Subscription Terms you will see and accept before you enroll).
- E-mail us at thekubesstore@gmail.com
- Call at +1 (386) 243-9063

We, The Kubes Store and its affiliates (collectively the “Affiliates”), operate websites, mobile applications, and social media pages that link here (collectively, “Sites”). By using the Sites, you agree to these Terms of Use and Sale (the “Terms”). If you do not agree to the Terms, do not use the Sites. You will still be bound by the Terms as they existed when you last used the Sites. We reserve the right to make changes to these terms at any time. Please check back from time to time to ensure you are aware of any updates or changes. **THESE TERMS INCLUDE AN AGREEMENT TO SUBMIT ALL DISPUTES TO INDIVIDUAL MANDATORY ARBITRATION – PLEASE READ CAREFULLY.** Note that if you have a separate contractual relationship with us, those terms will control in the event of any conflict.

ACCOUNT REGISTRATION

Creating an Account. To use certain portions of the Sites, you may be required to create an account (“Account”) and create a password. To create an Account, you must have a unique, valid email address. Accounts cannot be shared. Your user name and password are for your personal use only and should be kept confidential.

Prohibition on Multiple Accounts. Each individual can have only one (1) Account. If you attempt to exceed this limit in any way, we reserve the right, in our sole discretion, to lock, disable, block or delete your Account(s).

DATA PROTECTION

Security We maintain safeguards intended to protect the integrity and security of the Sites. However, we cannot guarantee that the Sites will be secure, complete or correct, or that access to the Sites will remain uninterrupted.

User Names and Passwords. You are responsible for any use or misuse of your user name or password. Please promptly notify us of any confidentiality breach or unauthorized use of your user name, password, or your Sites Account.

Third Party Web Sites; Links The Sites links to other web sites and online services. We have no control over such third parties. We do not endorse their products and services. We are not responsible for the availability, accuracy, or security of such sites.

RULES OF CONDUCT

Follow the Law. While using the Site, you are required to comply with these Terms and all applicable laws, rules and regulations.

Respect Others. We also expect users of the Sites to respect the rights and dignity of others. Do not use the Sites to harass, stalk, threaten or otherwise violate the legal rights of others. Do not impersonate anyone. Do not disrupt the operation of the Sites. We reserve the right in our sole discretion to restrict or terminate accounts that do not comport with these Rules of Conduct and to remove any materials that violate these Terms or which we find objectionable.

Indemnity You agree to defend, indemnify and hold harmless us, and our directors, officers, employees, agents, Affiliates, authorized bottlers and distributors, shareholders, licensors, and representatives, from and against all claims, losses, costs and expenses (including without limitation attorneys' fees) arising out of (a) your use of, or activities in connection

with, the Sites, (b) any violation of these Terms by you or through your account; and (c) any allegation that any Submission or Creation (defined below) you make available or create through or in connection with the Sites infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

Termination. We may terminate your access to the Sites at our sole discretion, at any time, and without prior notice. We may immediately deactivate or delete all related information and files.

DISCLAIMER AND LIMITATION OF LIABILITY

Disclaimer. THE SITES AND ALL OF ITS TEXT, IMAGES, AND SOFTWARE AND ALL SERVICES, PRODUCTS OR MATERIALS (INCLUDING, WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES, AND SUBMISSIONS AND CREATIONS) MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITES (COLLECTIVELY, "CONTENTS") ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONTENT AVAILABLE THROUGH OR IN CONNECTION WITH THE SITES.

Limitation of Liability We recognize that some laws provide consumers specific rights and remedies and prohibit waiver of the same. Except with respect to such laws, you waive all damages under any cause of action other than actual damage for out-of-pocket loss. For example, except with respect to such laws, you waive nominal damages, liquidated damages, statutory damages, consequential damages, presumed damages, as well as the imposition of costs and attorney's fees.

CONFIDENTIALITY OF COMMUNICATIONS

Personal Information. Any Personal Information you submit on or through the Sites is governed by The Kubes Store Privacy Policy

Additional Communications. Any other information you submit on or through the Sites will be treated as non-confidential and non-proprietary. This includes all information you submit directly or indirectly (for example, through the use on a third-party social media site using a hashtag we promote).

Submissions and Creations. Submissions and Creations (defined below) will be treated as non-confidential and non-proprietary. You acknowledge that any information in a Submission or Creation is public information.

INTELLECTUAL PROPERTY

The Sites and their Contents, including all trademarks, service marks, and graphical elements, are our sole property unless otherwise expressly noted and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. The Sites and their Contents may also contain various third-party names, trademarks, and service marks that are the property of their respective owners. Subject to these Terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the Sites solely for your own personal, non-commercial purposes and solely in accordance with these Terms.

This license is terminable at any time, and does not grant you any additional rights with respect to the Sites or its Contents. The Kubes Store Company reserves all other rights. You may not modify, alter or change any Content, or distribute, publish, transmit, reuse, re-post, reverse engineer, or disassemble the Content or any portion thereof for public or commercial purposes, including, without limitation, the text, images, audio and video. Your use of any Content, except as provided in these Terms, without our written permission of is strictly prohibited.

SUBMISSIONS AND CREATIONS

On-Site Submissions and Creations. The Sites may include a variety of interactive services, such as instant messaging, forums and blogs. You may be able to submit information using these

services (“On-Site Submissions”). You also may be able to create materials using the services (“On-Site Creations”).

Off-Site Submissions and Creations. The same sort of interactive services may be available on certain third-party websites and social media platforms. You may use these services to submit information (“Off-Site Submissions”), e.g., using hashtags we promote or commenting on our social media pages. You may also use those third-party services to create materials (“Off-Site Creations”).

On-Site Submissions and Off-Site Submissions shall, collectively, be referred to herein as “Submissions”; On-Site Creations and Off-Site Creations shall, collectively, be referred to herein as “Creations.”

Grant of Rights for Submission and Creations. You grant us a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license with respect to all Submissions and Creations. We can use this license with no compensation to you. The license allows us: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), derive, transmit, display and perform, publicly or otherwise, any Submission and/or Creation (including without limitation your voice, image or likeness as embodied in such Submission or Creation), in any media now known or hereafter developed, for our business purposes, and (b) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law. The foregoing licenses shall survive termination of these Terms for any reason.

Representation and Warranty For each Submission and each Creation, you represent and warrant that you have all rights necessary to grant these licenses (including without limitation rights in any musical compositions and/or sound recordings embodied or embedded in any Submission or Creation), and that such Submission or Creation, and your provision or creation thereof through the Sites, complies with all applicable laws, rules and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission and Creation that you may have under any applicable law under any legal theory.

You Have Sole Responsibility for Your Submissions and Creations. You acknowledge and agree that you are solely responsible for any Submission or Creation you provide, and for any consequences thereof, including the use of any Submission or Creation by third parties. You understand that your Submissions and Creations may be accessible to other parties, who may be able to share your Submissions and Creations with others and to make them available elsewhere, including on other sites and platforms.

We Are Not Responsible For Third Parties. We Are Not Responsible For Third Parties. We have no control over what third parties may do with your Submission or Creation. We have no legal liability for such misuse. We also do not endorse and are not responsible for any opinions, advice, statements, information, or other materials made available in any Submission or Creation.

Feedback. Please utilize our Contact Us page to submit any ideas or creations.

TERMS OF SALE – All Sites

For Terms and Conditions for the International Kubes Store, see end of document.

Whenever you buy a product through the Sites, you will be contracting with our third party vendor, Vistaprint, a limited liability company incorporated in Lexington, Massachusetts. You will look solely to Vistaprint with respect to any disputes, claims, and causes of action arising out of or connected with your purchase of a product through the Sites.

General Requirements. By placing an order, you represent and warrant that:

You are at least 18 years of age (19 in Alabama and Nebraska; 21 in Mississippi);

If you are an individual consumer, the product is being ordered solely for your personal use, and you will not market, resell or otherwise distribute the product to any third party for commercial purposes.

If you are a business, the product is being ordered on the Sites solely to promote your own products or services by distributing the product to your customers and others at no cost to the recipient as business gifts or advertising items. You will not resell the product.

You will not submit any "objectionable" material for inclusion on personalized product.

"Objectionable" means, among other things, anything that (i) is libelous, defamatory, pornographic, sexually explicit, unlawful, racially or ethnically offensive, (ii) infringes on someone else's patent, copyright, trademark, trade secret or other property right, (iii) is something people would consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, or violent, (iv) would breach a person's privacy or publicity rights, (v) is a misrepresentation of facts, (vi) hate speech, (vii) encourages others to break the law in any way (viii) is intentionally harmful to the Kubes Store company or (ix) is otherwise inappropriate.

The material you submitted for inclusion on personalized product will not infringe any copyright, trademark, patent, literary, privacy, publicity or other property right of any third party. You confirm that any names(s) or phrase(s) selected by you to put on personalized product is your name or the name of a person(s) you personally know or a phrase that is not objectionable as defined above.

Product Descriptions. We use our reasonable endeavors to make sure that every product on the Sites is shown accurately and that prices are correct. However, occasionally there may be small variations in color, typefaces and layout.

Placing Your Order. When you place an order (by choosing your product, personalizing if applicable and completing the online checkout process), we will send you an order acknowledgement by email. This will detail the products you have ordered. Please note that your completion of the online checkout process does not constitute our acceptance of your order. Our acceptance of your order only takes place when we ship it. A 'purchase contract' between you and Vistaprint is therefore made at the point of shipment, rather than at the point of payment. If you have canceled your order, or if we notify you that we cannot accept your order, then no purchase contract will have been made. From time to time, we may not be able to accept an order for the following reasons: (a) Where we cannot obtain authorization for your payment; (b) If you do not meet any eligibility criteria set out in these Terms of Sale; or (c) If the order for personalized products contains reference to any names, words, acronyms, symbols or other content that is not approved by The Kubes Store Company. We reserve the right to cancel your order at any time and issue a full refund.

Personalizing Your Items. Select items, as advertised, may be available for personalization.

Neither The Kubes Store Company nor Vistaprint has an obligation to personalize beyond the rules stated in these Terms of Sale. The Kubes Store Company aims to provide you with a fast, high-quality service, so any products you order are immediately sent for production. Please double-check your order on screen and your acknowledgement email carefully to ensure that all the details are correct. We cannot refund items where the personalization has been misspelled due to an error made by you.

Note that there are certain names or phrases that will not be approved for personalization due to their double meanings or cultural and religious sensitivities. The Kubes Store Company and Vistaprint must and do reserve the absolute right to decline orders for the product that in their sole judgment and discretion contain subject matter that may be considered inappropriate or offensive, including, without limitation, inappropriate, offensive words, acronyms, symbols or other objectionable content as defined above. Products also may not include: (a) product names, trademarks, copyrights, or business names (including but not limited to, restaurant names); (b) celebrity names or specific sports teams having trademark protection; (c) major events, landmarks, religious or political phrases; (d) names of schools or institutions; (e) website names/references; or (f) political content.

Ordering multiple products. Orders containing multiple items may be shipped separately.

Payment. You can pay for your goods using major credit or debit cards, PayPal or Apple Pay.

Prices and Sales Tax. Unless otherwise specified, all prices shown include any deposit fees at the prevailing rate, if applicable. Product prices shown on the Sites do not include sales tax. All applicable sales tax will be calculated and displayed during checkout, based on the shipping destination.

For most items, prices are shown exclusive of postage and packaging charges; these will be shown separately at the checkout stage. In some cases, prices shown may include postage and packaging. If this is the case, it will be clearly stated.

Shipping. Shipping charges will be added to your order during the checkout process. From time to time, we may offer free shipping promotions, the terms of which will be advertised on the Sites and are subject to change without prior notice. If you want to check the postage and packaging cost of your order, simply place the items in the online shopping basket with the correct quantity and address. We will then calculate the charge for you.

Generally, orders are delivered within a week, but please allow 2 to 3 weeks from the date of placing your order for your items to arrive. If any of the details you have given us in your delivery address are incorrect, we are not liable for any items which are not received.

Circumstances Beyond Our Control. Neither we, nor any courier or carrier service that we use, shall be liable for any failure to perform, where such failure or delay results from any circumstances outside our reasonable control; these circumstances to include but not be limited to any adverse weather conditions, such as snow, flood, extreme winds, fire, explosion, accident, traffic congestion, obstruction of any private or public highway, acts of governmental authorities, pandemic, riot, terrorism, act of God, or from any industrial dispute or strike.

Changing or Canceling an Order. We can assist with making changes to order quantities or shipping addresses until 7PM EST on the day the order was placed. Please contact our Customer Service Team at (386) 243-9063, who will be happy to assist.

Returns and Refunds. We want you to LOVE your products. In the rare case that you're not satisfied with your order, please contact us WITHIN 15 DAYS of receipt using the Contact Us form on the Sites or call our Consumer Affairs Department at (386) 243-9063. We generally do not accept returns on customized or consumable products, unless the product differs materially from what was ordered on the Sites or it is otherwise flawed. Unfortunately, we cannot accept any returns outside of 15 days of receipt.

Where an item is faulty, if you are eligible for a refund, we will reimburse the price you have paid for the product or products onto the credit or debit card with which you paid. Alternatively, we may offer a coupon or voucher (if applicable) or replace the item free of charge. Refunds cannot be given if the fault is a result of your own actions such as product misuse or if personalization is misspelled. We reserve the right to refuse a refund request. You can request a refund by calling (386) 243-9063 or by using our Contact Us form. If you created an account, you can also request a refund online in your order history. Abuse or misuse of the refund policy may result in the refusal of future refunds.

Reporting a Problem. If for any reason you are not happy with your order, please contact our Customer Service Team by calling (386) 243-9063 or using our Contact Us form. You will need to quote your order number, and the details of the problem with the order. We aim to acknowledge any complaint within 1 working day and will do our best to resolve it within 28 days.

Credit Card Transactions. Your card details are not recorded or stored in our database. They are encrypted and are transferred securely to Vistaprint's Payment Service Provider for immediate authorization. Once we have received authorization from the Payment Service Provider, we will confirm your order.

Subscriptions. If you enroll in a subscription program, the specific Subscription Terms presented to you in connection with that purchase will supplement these Terms of Use and Sale. In the event of a conflict between the Subscription Terms and these Terms of Use and Sale, the Subscription Terms will control.

DISPUTE RESOLUTION TERMS (PLEASE READ CAREFULLY)

Choice of Arbitrator and Rules. Any disputes, claims, and causes of action arising out of or connected with your use of the Sites (each, a "Dispute"), including without limitation a purchase through the Sites, must be submitted exclusively to the American Arbitration Association (AAA) to be heard under their **Consumer Arbitration Rules**. If for any reason, AAA is unable or unwilling to conduct the arbitration consistent with these terms, you and we will pick another arbitrator pursuant to **9 U.S. Code § 5**.

Mandatory (Individual) Arbitration. You agree that any Dispute between us shall be resolved exclusively in individual (non-class) arbitration. The parties intend to be bound to the **Federal Arbitration Act**, 9 U.S.C. § 1 et seq. An arbitration means there will be no jury, and no judge.

Scope of Arbitration. The arbitrator shall exclusively determine all issues as to the Dispute, applying these Terms. The arbitrator shall also determine any question as to whether any Dispute or issue is subject to arbitration. The arbitrator shall not have the power to hear any Dispute as a class action, mass action, or representative action. The arbitrator shall not have any power to issue relief to anyone but You or us.

Exception to Arbitration (Small Claims Court). Disputes that can be fully resolved in small claims court need not be submitted to arbitration.

Choice of Venue (Fulton County, Georgia). You agree that any Disputes shall be heard exclusively in Fulton County, Georgia unless otherwise agreed to by the Parties or determined by the arbitrator. You consent to jurisdiction in the State of Georgia for all purposes.

Choice of Law (Georgia). These Terms and your use of the Sites are governed by the laws of the State of Georgia, U.S.A., without regard to its choice of law provisions. However, any determination as to whether a Dispute is subject to arbitration, or as to the conduct of the arbitration, shall be governed exclusively by the **Federal Arbitration Act**, 9 U.S.C. § 1 et seq.

Class Action Waiver. You agree that any Dispute between us shall be resolved in an individual action. Under no circumstances will you file, seek, or participate in a class action, mass action, or representative action in connection with a Dispute.

Remedies Available in Arbitration. The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with the law(s) that applies to the case, except injunctive relief.

Injunctive Relief. The arbitrator may not issue any injunction. If either party in a Dispute seeks injunctive relief, the arbitrator will complete arbitration of the Dispute, issue an award of monetary compensation (if any), and then the party seeking injunctive relief may file a new action in state or federal court in Fulton County, Georgia, solely for injunctive relief. The findings of fact and conclusions of law of the arbitrator shall not be submitted as evidence or constitute precedent in this subsequent suit.

MISCELLANEOUS

Notices. Notices to you may be made via posting to the Site, by email, or by regular mail, in our sole discretion. Notices to us should be made using the contact information below.

Evidence. You agree that a printed version of these Terms and of any notice given in electronic form, including by posting to the Site, shall be admissible in judicial or administrative proceedings based upon or relating to these Terms.

Force Majeure. We will not be responsible for any failure to fulfill any obligation due to any cause beyond our control.

Rules for Sweepstakes, Contests, Challenges, Activities, Surveys, and Similar Promotions. Any sweepstakes, contests, challenges, activities, surveys, or similar promotions made available through the Sites may be governed by specific rules that are separate from these Terms. By participating in any such sweepstakes, contest, challenge, activity, survey, or promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. We urge you to read the applicable rules, which are linked from the particular activity, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities. If you engage in any fraudulent or unsportsmanlike activity or act contrary to the applicable rules, these Terms or any laws, your participation and Account privileges may be suspended or terminated, resulting in the loss of offers, prizes or other items.

Claims of Copyright Infringement. For information on how to report a claim of copyright infringement under The Digital Millennium Copyright Act of 1998 (the "DMCA"), please refer to our DMCA Policy.

CHANGES

Changes to the Sites. We may modify or discontinue the Sites and its Contents at any time, in our sole discretion.

Changes to the Terms. We may change these Terms at any time. We will provide reasonable notice, including by posting a revised version of these Terms through the Sites.

Subscriptions

SUBSCRIPTION TERMS

Last Updated: October 29, 2020

The Subscription Terms supplement our Terms of Use and Sale, which also apply to subscriptions we offer. These Subscription Terms apply only with respect to the Subscription program you sign up for and only address elements specific to it; our Terms of Use and Sale and the terms and conditions of the Account you created address all other general matters, including without limitation disclaimers, limitations of liability, dispute resolution (including mandatory arbitration and class action waiver), and issues related to your data (including your payment card information). In the event of any direct and specific conflict between our Terms of Use and Sale or the terms and conditions associated with your Account and these Subscription Terms, these Subscription Terms will control. We reserve the right to make changes to these Subscription Terms at any time. Please check back from time to time to ensure that you are aware of any updates or changes.

PRIVACY POLICY

Last Updated: 10/26/21

We, The Kubes Store Company and its affiliates, take your privacy seriously. Our mission is to refresh the world and we can't do that without your trust. This Privacy Policy explains what information we collect about you, why we collect the information, as well as how we collect and use the information so that we can deliver the best, most refreshing experience that we can.

This Privacy Policy is intended for individuals in the United States. If you live outside of the United States and choose to use the Sites connected with this Privacy Policy, you do so at your own risk and understand that your information will be sent to and stored in the United States. By using any of our websites and mobile applications that link to this Privacy Policy (collectively, "Sites") or otherwise providing Personal Information to us, you agree to this Privacy Policy. Note that there may be other websites that reference the Kubes Store brand but are subject to a different privacy policy.

PERSONAL INFORMATION

Personal Information We Collect

"Personal Information" generally means any information that can reasonably identify you as an individual, and any other information we associate with it. We collect categories of information, from different sources.

1. Profile information and other content you voluntarily provide us, which may include:

- User name and password
- Contact information when you register on our Sites or do business with us, such as your name, street address, demographic information (such as your gender), date of birth, phone number, and/or email address. You may also provide us information about other people, such as when you direct us to send a gift on your behalf. If you submit any Personal Information relating to other people in connection with the Sites, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.
- Similar professional contact information if you interact with us in the scope of your employment, for instance if you place a commercial order or book a corporate event. This may include your employer, job title, work address, phone and/or email, and similar such information.

- Any content or contributions you post in a public space on the Sites. This includes comments, videos and photos that you might submit. If you contact us through a social media site, we may collect your social media identifier.
- Any information you provide in communications with us, such as via social media, e-mail or our customer call center.
- Transaction history, for instance if you make a purchase from our online store or purchase tickets from the Sites to the World of Kubes Store.
- Payment information, such as when you make a purchase with us and we need your billing information to process the transaction.
- Information that is passively collected when you use the Sites, such as by our web servers and by third party analytics tools we use:

Our system logs may record certain information about visitors to our Sites, including the web request, Internet Protocol (“IP”) address, device and mobile ad identifiers, browser information, interaction with the Sites, pages viewed, app usage, and other such information; we may collect similar information from emails you receive from us that can help us track which emails are opened and which links are clicked by recipients.

We use certain cookies, pixel tags and other technologies to help us understand how you use the Sites and enable us to personalize your experience. To learn more about cookies, please visit <http://www.allaboutcookies.org/>. To learn more about The Kubes’s Stores use of cookies, please see our cookie policy. We may ask advertisers or other third party partners to serve ads or services to your devices, which rely on cookies or similar technologies placed on our Sites.

We may detect the physical location of your device by, for example, using GPS information collected by mobile apps or location information shared by your web browser. We collect this information for purposes of enhancing or facilitating our services, such as enabling certain functionalities of the Sites that can provide you with information about promotions or relevant product information near you. We may use your device’s physical location to better understand how our Sites and other services and functionality are being used and to provide you with relevant and personalized location-based services and content, including advertising. Should you wish to opt out of the collection of this information, please adjust the settings of your device so that information about your physical location is not sent to us or third parties by (a) disabling location services within the device settings; or (b) denying certain websites or mobile applications permission to access location information by changing the relevant preferences and permissions in your mobile device or browser

settings. Please note that your location may be derived from your WiFi, Bluetooth, and other device settings. Please consult your device settings for further information.

We may receive information from third parties such as advertising and marketing partners, public databases, and social media platforms, to supplement the information we receive from our consumers. If we do so, this policy governs how we can use that information.

In addition to collecting Personal Information, we may collect information that does not identify you and is not associated with your Personal Information. We may also de-identify information so it no longer identifies you. We can aggregate and use such information to engage in marketing and other activities in a manner that protects our consumers since it does not use their Personal Information and is outside the scope of this Privacy Policy.

How We May Use Personal Information

We may use Personal Information as permitted by law, for the following business purposes:

- to respond to your inquiries and fulfill your requests
- to communicate with you about and to process orders, purchases, returns, services, donations, promotions, campaigns, programs, contests, sweepstakes, rewards and accounts
- to inform you about our brands, products, promotions, events or other promotional purposes
- to re-contact you if we have not heard from you in a while
- to send you advertising/promotional material from any of our affiliates, and on behalf of our promotional and strategic partners
- to improve your experience with our products and services, such as by personalizing your experience with us
- to allow you to participate in polls, sweepstakes, promotions, contests and other promotions and to administer these activities
- to deliver gift cards or gifts to others in accordance with your instructions
- to permit you to participate in social sharing, including live social media feeds

to perform analytics, quality control, market research, and determine the effectiveness of our websites, mobile applications, promotional campaigns, and develop new products and services

We may also use Personal Information as we believe to be necessary or appropriate for certain essential purposes, including:

to comply with applicable law and legal process

to respond to requests from public and government authorities, including public and government authorities outside your country of residence

to detect, prevent, or investigate potential security incidents or fraud

to facilitate the functionality of our mobile applications and websites

to provide important product safety information and notice of product recalls

to enforce our terms and conditions

to protect our operations or those of our affiliates

to protect our rights, privacy, safety or property, security and/or that of our affiliates, you or others

to allow us to pursue available remedies or limit the damages that we may sustain

How Personal Information May Be Disclosed

To the extent permitted by law, all of your Personal Information may be disclosed with the following categories of third parties:

to our affiliates for the purposes described in this Privacy Policy

to our third-party service providers who provide services such as website hosting, data analysis, payment processing, order fulfillment, infrastructure provision, IT services, customer service, email delivery services, credit card processing, auditing services, and other business services, to enable them to provide services

to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings)

in connection with the essential purposes described above (e.g., to comply with legal obligations)

To the extent permitted by law, your name and contact information (and other information you make public) may be disclosed with the following categories of third parties:

to third-party strategic partners with whom we may enter into a special relationship for promotional activities, where permitted by law

to third parties in connection with certain promotions or sweepstakes you may participate in; to the extent that the promotion's rules concerning the treatment of your Personal Information are stricter than this Privacy Policy, the promotion's rules apply

to our suppliers and delivery partners, if you interact with The Kubes Store Company in a business context and sharing your information is reasonably necessary in connection with a corporate order or related inquiry

To the extent permitted by law, information that is passively collected when you use the Sites may be disclosed with the following categories of third parties:

our online and email advertisers or other third-party vendors we use who may provide cookies, pixel tags, web beacons, clear GIFs or other similar technologies for use on our Sites or other websites to manage and improve our online and email advertising campaigns.

For example, a vendor (e.g., Google, Facebook) may provide us with certain digital advertising pixels or other tools to recognize their cookies during your visit to the Sites and to learn which of our online advertisements may have brought you to our Sites, or to serve you with advertisements for The Kubes Store products after you leave the Sites. These third-party vendors may also use other digital advertising tools, as well as your Personal Information, to recognize you across the devices and online services you use. To learn more about Kubes Store's use of cookies, please see our cookie policy.

THIRD PARTY SITES AND INTEGRATIONS

Our Sites may integrate third party video streaming services offered by certain partners, where indicated, such as YouTube, Vimeo, Daily Motion and CNBC. Please be aware that we do not control

the content or privacy practices of such streaming services and you should be aware that such third party functionality may be subject to the privacy statements of such parties.

The Sites may also link to third party websites, mobile applications, and other online services or platforms. These links are provided for your convenience only. We have no control over such third parties and are not responsible for the content, availability, or security of third parties. Third parties may use your information for their own purposes, including behavioral or advertising purposes. If you decide to access any of the third party links available on the Sites, or if you provide Personal Information through these third party sites, app, or platforms, you do so subject to the privacy policies and terms and conditions of use of the owner or operator, and not this Privacy Policy.

SECURITY

We use standard physical, technical and administrative measures designed to reduce the risk of loss, misuse, unauthorized access, disclosure or modification of your Personal Information. Unfortunately, no system or network can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), please immediately notify us in accordance with the “*Contacting Us*” section below (note that physical mail notification will delay the time it takes for us to respond to the problem).

YOUR CHOICES AND ACCESS RIGHTS

Your choices regarding our use and disclosure of your Personal Information

You can opt out of receiving promotional emails and mailings by informing us of your preferences when you sign up for a Kubes Store account or modifying your promotional preferences online in your profile's account management section. To stop receiving phone, mail, SMS, and/or email marketing communications from us, you may text “STOP” to a text message from us or click “unsubscribe” at the bottom of an email from us. In addition, you may let us know as directed below in the “*Contacting Us*” section. Please specify which types of communications you no longer wish to receive, and the relevant telephone number, address, and/or e-mail address. If you do opt-out of receiving marketing-related messages from us, we may still send you important administrative messages, such as emails about your accounts or purchases.

We will not disclose your Personal Information to third parties if we have received and processed a request from you not to do so. To submit such a request, please contact us by clicking here: [Do Not Sell My Personal Information](#). Please note that we may continue to share your Personal Information with our affiliates, service providers, for essential purposes described above and other such circumstances.

How you can access or delete your Personal Information

You may request a copy of the following: (1) The categories of Personal Information we collected about you; (2) The categories of sources from which the Personal Information is collected; (3) The business or commercial purpose for collecting or selling (if applicable) the Personal Information; (4) The categories of third parties with whom we share Personal Information and the categories of Personal Information shared; and (5) The specific pieces of your Personal Information we have collected, used or disclosed (if applicable).

You may request that we delete your Personal Information. Note that deletion requests are subject to certain limitations, for example, we may retain Personal Information as permitted by law, such as for tax or other record keeping purposes, to maintain an active account, and to process transactions and facilitate customer requests.

You have the right not to be discriminated against in service or price if you exercise your privacy rights, and we will love you just as much if you do exercise them. To request a copy of Personal Information we have collected about you, or to request that your information be deleted, please [Make a Request](#) as instructed at the bottom of this page, or by clicking [here](#). You will need to provide your name, email address, and country / state of residence. You may authorize another person (your “agent”) to submit a request on your behalf. Upon submission of your request, we will contact you (via the email address or mobile number provided in your request) with instructions on how to verify the request, after which we will check our records for matching information, and aim to complete requests as soon as reasonably practicable and consistent with any applicable laws. Please note that it may take additional time to verify and fulfill agent-submitted requests. If you have an account with us, you may also make certain changes directly through your account profile page. Please note that changes you make on your account profile page through one of our Sites may not always be reflected on other Sites operated by us.

CALIFORNIA DISCLOSURES

Shine the Light

California law permits customers of The Kubes Store who are California residents to request certain information regarding our disclosure of certain categories of personal information to third parties for their direct marketing purposes. To make such a request, please contact us as set out in the *“Contacting Us”* section below.

Notice of Financial Incentive

We may offer discounts or other benefits to consumers enrolled in certain rewards or promotional programs, including: (1) Consumers can opt-in to email promotions from The Kubes Store Company

by submitting their email address through the Site. Additional terms and conditions are posted there. Consumers who are logged into their KubesStore.com account while participating in Sales or Promotions may save and redeem such rewards. (3) Consumers can create a Kubes Store account and receive 5% off their first order at the Kubes Store, only upon request. (4) Consumers can participate in The Kubes Store's social promotions, contests or sweepstakes for a chance to receive the benefits described in each such promotion.

Consumers can opt-out of individual programs in their account settings or by contacting us as indicated below. You may also submit a request that we delete your Personal Information as described in this Privacy Policy.

The Kubes Store does not generally assign monetary or other value to consumers' Personal Information, and our promotions activity changes continually. To the extent California law requires that a value be assigned to such programs, or the price or service differences they involve, The Kubes Store values the Personal Information collected and used under each program as being equal to the value of the discounts or other financial incentives provided in each such program, based upon a practical and good-faith effort to assess on an aggregate basis for all collected information: (1) the type of Personal Information collected in each program (e.g., email address), (2) the use of such information by The Kubes Store in connection with its marketing activities, (3) the range of discounts provided (which can depend on each consumer's purchases under such offers), (4) the number of individuals enrolled in respective programs, and (5) the products for which the benefits (such as price difference) can apply. These values can change over time. Note that this description is without waiver of any proprietary or business confidential information, including trade secrets, and it does not constitute any representation with regard to generally accepted accounting principles or financial accounting standards.

RETENTION PERIOD

We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by for legal, auditing, or compliance purposes.

CHILDREN'S PRIVACY

We do not knowingly collect or solicit any information on the Site from anyone under the age of 13 or allow minors under the age of 13 to disclose their Personal Information to us through the Sites. The Sites are directed to individuals who are permitted to share their Personal Information without parental consent. If you believe that we might have any information from a child under 13, please contact us as directed below in the "*Contacting Us*" section. You may mark your inquiry "COPPA Information Request." Parents can learn more about how to protect children's privacy online [here](#).

We may query a user's age before granting access to certain portion of our Sites, and the results may be retained and reflected across our other Sites for a period of time. We may ask for additional consent during the account sign-up process from minors who are 13 to 15 years old under relevant and applicable laws if Personal Information may be shared outside of The Kubes Store and its affiliates and service providers.

If you are under the age of 18 and a registered user of the Sites, you may ask us to remove content or information that you have posted to the Sites by contacting us as directed below in the "Contacting Us" section. Please note that your request does not ensure complete or comprehensive removal of the content or information, for example, another user of the Sites may have reposted your public content somewhere else on the Sites or on another website.

UPDATES TO THIS PRIVACY POLICY

We may periodically update this Privacy Policy. Please reference the "LAST UPDATED" legend at the top of this page to see when this Privacy Policy was last revised. Any changes to this Privacy Policy will become effective when we post the revised Privacy Policy on our Sites. Your use of the Sites following these changes means that you accept the revised Privacy Policy.

CONTACTING US

We welcome your questions, comments, and concerns about privacy. If you have any questions about this Privacy Policy or our data practices, please contact us as follows:

1. You may email us at: thekubesstore@gmail.com
2. You may call us at 386-243-9063

Please note that email communications are not always secure, so please do not include credit card information or other sensitive information in any emails to us.

COOKIE POLICY

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Last Updated: October 2021

When you use our websites, mobile applications, and online services (the "Site"), we may store cookies on your web browser. Other third parties you choose to visit may do the same. This Cookie Policy explains what a cookie is, how you can manage your cookies, and what kind of cookies may be on our sites.

1. WHAT IS A COOKIE AND WHY DO WE USE THEM?

Cookies are small pieces of text. They are provided by most websites and stored by your web browser on the computer, phone, or other device that you are using. Cookies serve many purposes. They can help a website remember your preferences, learn which areas of the website are useful and which areas need improvement, and provide you with targeted advertisements or personalized content. Sometimes, cookies are enabled when pixels are placed on a website. Pixels are also referred to as web beacons, clear gifs, and tags. They enable websites to read and place cookies.

First-party cookies and third-party cookies

Cookies can be first-party or third-party. A first-party cookie is one that you receive directly from The Kubes Store Company when visiting our Site. A third-party cookie is one that you have received from another party, such as Google or Facebook. We do not control what third parties do on other sites. However, we may work with certain third-party providers such as Google or Facebook to permit their cookies to function through our Site so we can learn more about your web experience on our Site and better personalize our services for you.

Persistent and session cookies

A persistent cookie is a cookie that is stored by the web browser on your device until it expires or you delete it. The expiration of a persistent cookie is determined by the creator of the cookie and can be upon a certain date or after a length of session time has passed. This means that, for the cookie's entire lifespan, its information will be transmitted to the creator's server every time the user visits the website that it belongs to or another website configured to check for that cookie (such as an advertisement placed on that website). For this reason, persistent cookies are also called "tracking cookies."

A session cookie is created temporarily on your device for use by a website during your visit. This type of cookie may store information you enter and track your activity within the website. A session cookie is deleted after you leave the website or when the web browser is closed. A good example of a session cookie is the shopping cart on an e-commerce site. The session cookie stores the items that you add to your cart so they are not forgotten while you view products on other pages of the website. Using a session cookie, the items will all be in the cart when you go to the checkout page.

2. HOW DO I MANAGE COOKIES?

Most web browsers let you choose whether to accept cookies. Most also let you delete cookies already set. The choices available, and the mechanism used, will vary from browser to browser.

Such browser settings are typically found in the “options”, “tools” or “preferences” menu. You may also consult the browser’s “help” menu. For example:

[Cookie settings in Internet Explorer](#)

[Cookie settings in Firefox](#)

[Cookie settings in Chrome](#)

[Cookie settings in Safari](#)

There are online tools available for clearing all cookies left behind by the websites you have visited, such as www.allaboutcookies.org. Usually, deletion of cookies will anonymize the information associated with the pixel and a website will not receive any further associated information.

3. WHAT KIND OF COOKIES DO WE USE?

The Site may use Strictly Necessary Cookies, Performance Cookies, Functional Cookies, Targeting Cookies and Social Media Cookies. Any of these may be first-party cookies or third-party cookies, persistent or session. Please reference Section 2 of this Cookie Policy for information on how to manage these cookies through your browser.

Strictly Necessary Cookies: These are cookies without which you would not be able to use this Site. For example, Strictly Necessary Cookies adjust the Site data transmitted to match your Internet connection, get you to the secure versions of the Site, and help provide services you specifically request. If you set your browser to block these cookies, some parts of the Site will not work. Strictly Necessary Cookies do not store any Personal Information.

Performance Cookies: We use these cookies to count visits and traffic sources, to measure and improve Site performance. They help us to know which pages are the most and least popular and see how visitors move around the site. Performance Cookies do not store any Personal Information.

Functional cookies: These cookies allow the Site to remember choices you make and provide enhanced functionality and more personalized features. Depending on context,

Functional Cookies may store certain types of Personal Information as needed to provide functionality.

Targeting Cookies: Targeting cookies help us manage and display our advertisements, based on your activity on the Site and other sites; this is known as interest-based advertising.

Targeting cookies mainly rely on uniquely identifying your browser and internet device. We have partnered with the Network Advertising Initiative (“NAI”) to better serve users’ preferences, and by visiting their website at

http://www.networkadvertising.org/managing/opt_out.asp, you can learn more about NAI members who deliver tailored online ads and your choices to opt-out of receiving them.

Opting out of interest-based advertising does not mean you will no longer see advertising online, but it does mean that the companies from which you opt out will no longer show ads that have been tailored to your interests.

Social Media Cookies: Social Media Cookies make social sharing easier for you, provide you with tools to connect with the Site, and help us better understand both the audience for the Site and the effectiveness of our social media outreach. These are third-party cookies. Your choices with respect to such cookies are determined by the social media platforms on which you have accounts.

4. UPDATES TO THIS COOKIE POLICY

We may change this Cookie Policy at any time. Please review the “LAST UPDATED” legend at the top of this page to see the last revision date to this Cookie Policy. Any changes in this Cookie Policy will become effective when the revised Cookie Policy is available on or through the Site.

5. CONTACTING US

If you have any further questions, please contact us by calling us at 386-243-9063

YOUR PRIVACY RIGHTS

At The Kubes Store, we take your privacy very seriously, and we **never monetize your information**; we use it to enhance your experience with opportunities like special promotions and nearby offers. When it comes to your rights as a consumer, we want to make sure you have everything you need to make informed decisions. You have the right to:

Know how your personal information is used;

Access, request and receive the personal information we have collected in a portable manner;

Object to having your data sold or shared; And request that we delete your personal data.

Claims of Copyright Infringement

We respect the intellectual property rights of others. If you believe that any content on our Sites or other activity taking place on our Sites infringes a work protected by copyright, then please notify us as follows:

DMCA Project Manager

The Kubes Store Company

Hibiscus Drive

Edgewater Florida 32168

USA

Email: thekubesstore@gmail.com

Your notice must comply with the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA"). Upon receipt of a DMCA-compliant notice, we will respond and proceed in accordance with the DMCA.

We have also put in place a Repeat Infringer Policy to address situations in which a particular individual is the subject of multiple DMCA notices. If we determine that an individual has violated our Repeat Infringer Policy, then we may, in our sole discretion, take any number of steps, such as issuing warnings, suspending or terminating the individual's account, or any other measures that we deem appropriate.

