## WINNAMONEY GENERAL POLICIES

This document discloses the following Winnamoney's Policies:

- 1. Privacy Policy
- 2. Purchases and Refund Policy
- 3. VoIP Service Fair Use Policy

### 1. WINNAMONEY PRIVACY POLICY

### WHAT INFORMATION DO WE COLLECT?

When you register at WINNAMONEY.COM as a Website Owner or WINNAMONEY CONSULTANT, you may be asked to enter personal Identifiable Information as your name, email address, mailing address, phone number and other personal information. This Personally Identifiable Information is securely stored in your Personal Profile. You select a username and pick a password which will enable you to enter your Web Site where you can access and modify your Personal Profile.

### **HOW DO WE USE YOUR INFORMATION FOR?**

Any of the information we collect from you may be used in one of the following ways:

- To personalize your experience (your information help us to better respond to your individual needs)
- To improve our Website and yours (we continually strive to improve both: our Website and your Personal Website based on the information and feedback we receive from you)
- To improve Customer Service (Your information help us to more effectively respond to your customer service request and support needs)
- To Process Transactions (We use this information to deliver your order, process payment, and to communicate with you about the status of your order. Credit card information submitted with your order is used only for payment processing by the Merchant Service Provider and it is not stored anywhere.)
- To send periodic Emails (The Email address you provide will only be used to send you
  periodic information and to updating the status of your orders. If you decide to opt-in
  to our mailing list, you will receive emails that may include Company News,
  updates, related product offers and service information, etc., If at any time you

would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email)

### **HOW ORDERS ARE PROCESSED?**

If you choose to purchase products, the Merchant Service Provider will ask you to provide credit card, billing and other transaction information. We use this information to deliver your order, process payment, and to communicate with you about the status of your order. Credit card information submitted with your order is used by the Merchant Service Provider only for payment processing. This information will not be stored anywhere and will be used only for processing your transaction one time. Your transaction will be securely processed trough encrypted gateway provided by the Merchant Service.

### **HOW DO WE PROTECT YOUR INFORMATION?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Merchant Service Payment Gateway Providers.

After a transaction, your private information used for payment processing will not be kept or stored anywhere.

### DO WE DISCLOSE OR SHARE ANY INFORMATION TO OUTSIDE PARTIES?

We do not sell, trade or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our Website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. Our own, (and Third party) Fulfillment centers – We will disclose your Personally Identifiable Information to third parties to charge your credit card, fill your order, deliver your order, provide customer service, and provide you with credit. For example, we must release your credit card information to the card-issuing bank to confirm payment; and release your address and telephone information to the delivery service to deliver products that you ordered.

We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety.

### YOUR CONSENT

By using our WINNAMONEY Website, you consent to our Website General Policies.

### **CHANGES TO OUR PRIVACY POLICY**

WINNAMONEY may update this policy. If this Privacy Policy changes, we will post those changes and/or the Privacy Policy modification date below. We recommend that you check the policy when you visit our site to be sure you are aware of and understand our current policy.

This Policy was last modified on May/1/2009

### **CONTACT INFORMATION**

If you have any questions or concerns regarding our privacy policy, you may contact us at:

Email: support@winnamoney.com

### 2. PURCHASES AND REFUND POLICY

Our company offers only the finest products available and we make every effort to meet your high standards for quality products, accurate descriptions, reliable shipping and exceptional customer service. If you should experience a problem, question or concern, please contact us immediately.

## **RETURN POLICY**

If for any reason you are not satisfied with a product, please contact us before sending the item back. Since we deal with several sources, we will need to send you proper instructions on how and where to return the item(s).

We guarantee that all products you buy are free of defects or you may return it immediately for a new replacement. If your item was damaged during shipment, please contact us and we will send you proper instructions on how to file a claim.

If you are not satisfied with your item, you may return it to us within a period of 8 calendar days from receiving date. For orders shipped to the UK, the period allowed for returning an item is 3 days. Shipping cost is non-refundable for undelivered, unclaimed, returned and refused packages, unless we made an error.

When returning an item, please make sure to use all the original packaging wherein the shipment has come to you, with all accessories and owners manual. Do not write, stick or glue anything on the product package that can damage the package.

You can include a separate letter to explain your returning reason with a reference to the RMA number.

There will be a 50% restocking fee on non-damaged items that are returned in damaged package.

If a shipment is refused at the door or cannot be delivered for whatever reason we will deduct these fees from the refund which will be added to the normal restocking fee.

There is also a 20% restocking fee on non-damaged items that are returned in exception for hand made jewelry items which cannot be returned or refunded from the time the fabrication begins.

# ALL RETURNS WILL REQUIRE A RMA NUMBER. A 50% RESTOCKING FEE WILL BE APPLIED IF AN ITEM IS RETURNED WITHOUT A RMA NUMBER.

RMA numbers can be requested through our online ticketing system. Simply click on the CONTACT US link to create a ticket and please make sure to include your order number and a clear description of why you need to return the item.

### **International Shipments**

Orders that are shipped outside the supplier country might incur custom and sales taxes. It is the buyer's responsibility to pay for these additional fees at the time of delivery. If a shipment is refused we will deduct these fees from the refund which will be added to the normal restocking fee.

### **Typographical Errors**

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers or from staff error, we shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account in the amount of the charge. In order to capture as much detail in our images for your benefit, actual jewelry size may be different than the size they appear in the site due to extreme close ups of the images.

### ADDITIONAL TERMS WHICH APPLIES FOR THE JEWELRY SECTION

We are sorry we cannot normally ship to the following countries: Afghanistan, Iran, Angola, Iraq, Bangladesh, Poland, Bulgaria, Romania, Burma Rwanda, Burundi, Seychelles, Congo, Slovenia, Cuba, Sudan, Ethiopia, Syria India, Yemen, and Indonesia.

Due to varying custom laws, we cannot tell you if you will incur custom fees. We do know that USA customers do incur up to a 6.5% custom fee which must be paid upon receipt of the item when receiving items sent from outside the US. European customers incur a 20% VAT tax. If you are in the USA or Europe, please check with your local customs department for the particulars in your case!

Hand made jewelry items cannot be returned or refunded from the time the fabrication begins.

## ADDITIONAL TERMS WHICH APPLIES FOR LINGERIE ITEMS

For hygiene and health purposes, we do not accept any returns and/or exchanges on lingerie items. Please make sure that you have picked the correct size of the item before placing your order.

### ADDITIONAL TERMS WHICH APPLIES FOR FRAGRANCE ITEMS

Please note, we do not accept returns for cosmetics and skincare items due to health reasons, please make your selections carefully.

### ADDITIONAL TERMS WHICH APPLIES TO CELL PHONES

We will not accept returns for non-damaged Cell Phones and Cell Phone Accessories. If your item is defective, please contact the manufacturer. For damaged cell phones, we must receive a request for a RMA within 7 days from the date of delivery otherwise the RMA will be declined.

### Cell Phones Information: GSM vs CDMA and Frequency concerns.

This supplier tries to provide the best quality of support, and with the large variety of cellular phones offered, there are some factors you should be aware of. A large part of their cellular inventory consists of GSM phones.

Some GSM (Global System for Mobile Communications) providers include Cingular, Tmobile, AT&T, etc... A GSM network differs from a CDMA (Code Division Multiple Access) network in several ways, the easiest to distinguish by being that a GSM phone requires a SIM card (which is not included). SIM cards can be obtained from your provider.

When purchasing a GSM phone you should take into consideration which bandwidth frequency is available in your area. Please contact your service provider for assistance.

The frequency coverage depends on the area and your service provider.

GSM cellular phones only run on 4 possible frequencies, 850/900/1800/1900.

Quad Band phones can run on all 4 frequencies, Tri Band phones will only work on 3 out of the 4 frequencies, and Dual Band phones will only work on 2 out of the 4 frequencies.

850/1900 are US frequencies, and 900/1800 are international frequencies.

The majority of the Tri Band phones are 900/1800/1900 which means they work internationally as well as on a US 1900 frequency (850 frequency will not work). Please check with your provider for details on the frequency in your area prior to placing your order.

Phones returned due to frequency issues are subject to approval and a 20% restocking fee.

All phones intended for use with carriers other than GSM networks are marked accordingly.

As the majority of phones are international models, and are not assigned to one specific carrier, unless marked otherwise, the GSM phones can be used on any GSM network: Cingular, Tmobile, AT&T, etc... However for best service from your cellular phone, the above frequency regulations must be observed.

\*Cell phones which are marked as unlocked (being international phones) are not capable of working on the internet. They are not enabled to browse the internet and will not be able to access it.

This supplier also provides you with certain CDMA and IDEN phone models which work with the provider specified ion the item description.

All phones intended for use with CDMA and IDEN networks are specifically marked.

PLEASE NOTE: All cellular phones are sold as is and do not include manufacturer warranties. Please refer to the return policy for further information.

Also, please note that we will not accept returns for non-damaged Cell Phones and Cell Phone Accessories. For damaged cell phones, we must receive a request for a RMA within 7 days from the date of delivery otherwise the RMA will be declined.

Finally, please note that all Nintendo and PS3 consoles are not eligible for returns. All sales on these items are final.

### ADDITIONAL TERMS WHICH APPLIES FOR THE "AS SEEN ON TV" PRODUCTS

**Packaging:** We have taken additional precautions to ensure the product is shipped safely and arrives to the customer undamaged.

**Returns:** Due to the extremely low price of this product, we do not accept returns.

**Damage, DOA and missing parts:** If a product arrives damaged or DOA, you must contact us immediately. We will determine if the product needs to be replaced or if a replacement part needs to be sent out. If the product needs to be replaced, you will need ship the product back to us and we will send you a replacement item via UPS Ground service.

### 3. VoIP Service Fair Use Policy

Winnamoney VoIP Service is a consumer plan to be used for private, personal and non-commercial purposes. This policy is designed to protect the quality and integrity of the VoIP network and in doing so ensure all customers receive fair and equitable access.

Winnamoney VoIP Service defines fair, consumer usage as a reasonable mix of mobile and landline calls; the majority of calls being made outside of normal office hours; call length not to last longer than 60 minutes and the amount of calls made not to exceed a reasonable amount per day.

You may not use your Winnamoney VoIP Service account - in, or connected to - any other device; or in a way that adversely impacts the service to other Winnamoney VoIP Service customers. If for any reason Winnamoney reasonably suspects that you are not acting in accordance with this policy, Winnamoney reserves the right to impose further charges, or transfer you to a tariff which does not include unlimited calls, or disconnect your account.

We retain the right to vary the terms of the Fair Use policy at our discretion from time to time.