

TERMS OF USE

Effective as of January 2025.

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THE CRAYTHORN FITZ PLATFORM.

Welcome to the Craythorn Fitz Community! This website is owned and operated by Craythorn Fitz and these Terms and Conditions apply to visitors and users. The term “We” refers to Craythorn Fitz, the provider of this website and “You” as a user who accepts these Terms and Conditions. If you do not agree to these Terms and Conditions, please refrain from using this website.

Eligibility

You are only eligible to use the Platform if you are of legal age in your country/region or if you have consent from your parent or guardian. There may be certain age restrictions for specific Platform services in various countries or regions.

Rules for Registration

When you register for an account with us, the following rules apply:

- **Be True:** Provide accurate and current registration information.
- **Be You:** Keep your registration personal. Do not register for more than one Craythorn Fitz account, register a Craythorn Fitz account on behalf of someone else, or transfer your account.
- **Be Secure:** Keep your username, password and other login credentials secure and do not allow anyone else to use your account.
- **Be Responsible:** Inform Craythorn Fitz immediately of any unauthorized use of your Craythorn Fitz account. You are responsible for anything that happens through your Craythorn Fitz account – with or without your permission. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CRAYTHORN FITZ IS NOT RESPONSIBLE FOR ANY LOSS OR ACTIVITY THAT RESULTS FROM THE UNAUTHORIZED USE OF YOUR ACCOUNT.**

Privacy Policy

You agree that all information and personal data you have submitted to Craythorn Fitz through the website, email, telephone, and other forms of communication may be collected, stored, and processed in accordance with our Privacy Policy. We have the right to change or update the Privacy Policy at any time and publish the updated version on the website.

Ownership of Content

Except for User Content (defined below), all of the content on our Platform - including text, scripts, code, designs, graphics, photos, interactive features, articles, sketches, animations, stickers, general artwork and other content ("Content") - is owned by Craythorn Fitz or others we license Content from, and is protected by copyright, trademark, patent and other laws. Craythorn Fitz reserves all rights not expressly described in these Terms.

All trademarks, service marks and trade names (e.g., the Craythorn Fitz, the Logo design, and the patterns) are owned, registered and/or licensed by CRAYTHORN FITZ. You do not acquire a license or any ownership rights to any trademarks, service marks, or trade names through your access or use of the Platform or Content.

You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform.

To the extent Craythorn Fitz approves the download or use of Content comprised of copyrights or copyrightable works, Craythorn Fitz grants you a limited, personal, non-transferable, non-sublicensable, and revocable license to access and use such copyrights or copyrightable works solely for their intended purpose and solely for as long as Craythorn Fitz makes such Content generally available to the public. You do not acquire any ownership rights in the Content (including any trademarks or other intellectual property included in the Content), and all such Content is intended for personal, non-commercial

use. Craythorn Fitz reserves the right to monitor your use and to alter or revoke this license or your access to the Content at any time and for any reason. Craythorn Fitz reserves the right to take down any Content in violation of these terms or Craythorn Fitz' intellectual property rights. Craythorn Fitz allowing you this limited use does not constitute a waiver of any of Craythorn Fitz' rights to the Content.

Outside of the specific usage rights granted to you by Craythorn Fitz in connection with the Platform, you agree not to use, copy, edit, translate, display, distribute, download, transmit, sell, create derivative works of, or in any way exploit any Content, including User Content (unless it is your own User Content that you legally post on the Platform), without Craythorn Fitz' prior written consent. Unauthorized use of the Content may constitute a breach of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties.

License and Access to Website

CraythornFitz.com and all content provided on the website is the property of Craythorn Fitz and its licensors or content providers, and under the protection of copyright, trademark, and the law of the United States of America and other applicable domestic and foreign rules and regulations. Craythorn Fitz grants you a limited license to access and make personal use of CraythornFitz.com. Unless stated otherwise, you have permission to access, copy, download, and print content provided on the website for personal and non-commercial use, as long as you do not change or remove any copyrights, trademarks, or ownership information in the content. Craythorn Fitz and its licensors or content providers reserve the rights to all content provided on the website, including intellectual property rights, and provide this content by a license that can be revoked at any time in accordance with CraythornFitz.com.

User Code of Conduct

We're excited to have you contribute to the Craythorn Fitz community. Here are a few basic rules:

- **Be Original.** Only post User Content to the Platform if you have all permissions and rights needed to make that User Content available, including from any individuals who appear or are mentioned in your User Content.
- **Be Safe.**
 - Do not do anything that may expose Craythorn Fitz or its users to any type of harm, including anything that may disrupt, damage, disable, tamper with, overburden or limit the functionality of the Platform.
 - Do not post User Content that contains software viruses, programs or other computer code, and do not circumvent or modify any Platform software or security technology.
 - Do not use any data mining, robots, scraping or similar data gathering methods.
 - Unless we indicate otherwise, our Platform is a public place. Do not post personal information to the Platform - yours or anybody else's.
- **Be Personal.**
 - Do not post any advertising, solicitation or commercial content on the Platform or accept payment from a third party in exchange for performing commercial activity on the Platform.
 - Do not collect or solicit personal information from other Platform users or send unsolicited messages.
 - Do not use automated technology to interact with the Platform.
 - Be Appropriate. Respect the community and do not post User Content, link to a website, or do anything that is illegal, misleading, malicious, harassing, inaccurate, discriminatory, or otherwise objectionable or inappropriate or which violates any applicable laws. Craythorn Fitz has the right to prescreen, monitor, or remove User Content – but we have no obligation to do so.
- **ENJOY!**

TERMS OF SALE

Product Information

1. All material and information relating to products presented by Craythornfitz.com is intended to be used for personal educational or informational purposes only.
2. The product statements are not intended to treat, cure, boost, support, or prevent any health, sport, and/or fitness condition. References to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Craythorn Fitz.
3. All products should be used strictly in accordance with their instructions, precautions, and guidelines.
4. Use of our website is not meant to serve as a substitute for professional health, sport, and/or fitness advice; Craythorn Fitz is solely an online store for sport, fitness, and lifestyle products. Please consult with your own health, sport, and/or fitness professional regarding the use of any products or information received from CraythornFitz.com before using or relying on them. Your health, sport, and/ and/or fitness professional should address any and all health, sport, and/or fitness questions, concerns and decisions regarding the possible approach of any health, sport, and/or fitness condition.
5. Product image as seen on the Craythorn Fitz Website may slightly differ from the actual product that you receive. There may be a 1-2cm difference in measurements depending on the development and manufacturing process. Actual colors may also vary. This is due to the fact that every electronic device has a different capability to display color thus we cannot guarantee that the color you see accurately portrays the true color of the product.
6. Whilst we make the best efforts to ensure that all details, descriptions, and prices which appear on CraythornFitz.com are accurate, we do not warrant that the descriptions, colors, information, pricing, promotions or other content available on the website is accurate, current or free from error. Craythorn Fitz may correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the website is inaccurate at any time without prior notice, including after you have submitted your order.

Placing Order

1. To place an order, you must submit your information to us which is accurate and true. You must also keep your information up to date by informing us of any changes.
2. To submit an order, you will be required to follow the online shopping process on CraythornFitz.com. After that you will receive an order confirmation/invoice which will act as an acknowledgement of your order.
3. Whilst we make the best efforts to ensure that all details, descriptions, and prices which appear on CraythornFitz.com are accurate, there may be instances where errors may occur. If we discover an error in the price of any products which you have ordered, we will inform you of this and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel your order before we have shipped it to you and you have already paid for your order, you will receive a full refund.
4. We are under no obligation to fulfill your order if the price listed on CraythornFitz.com is incorrect.
5. To minimize the risk of unauthorized access, we encrypt your card data. Once we receive your order, we will request pre-authorization on your card to ensure sufficient funds are available to complete the transaction. Order will not be confirmed until this pre-authorization check has been completed. Your card will be debited once we have sent you the order confirmation. Cards are subject to validation checks and authorization by card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.
6. Upon authorization of the payment, by clicking the **"Proceed to Checkout"** button you are confirming that you have reviewed your order (product color, size, quantity (as relevant)), that the card belongs to you and that you have sufficient funds or credit facilities to cover the cost of your order.
7. We reserve the right to withdraw any products from CraythornFitz.com at any time and/or remove or edit any materials or content on CraythornFitz.com. We will make our best efforts to always process all orders but there may be exceptional circumstances wherein, we may need to refuse to process an order after we have sent you the order confirmation/invoice, which we reserve the right to do at any time, at our sole discretion.
8. We will not be liable to you or any other third party by reason of our withdrawing any product from CraythornFitz.com whether it has been sold or not, removing or editing any materials or contents on CraythornFitz.com or for refusing to process or accept an order.

9. Payment Method

Craythorn Fitz accommodates several payment methods to ease your shopping experience. The payments methods available are:

- Paypal
- Cash app
- Venmo
- Zelle
- Credit Card

You can use your Mastercard and Visa credit card for payment. You need to input your card details on Checkout page.

The required data you need to input are:

- Card holder's name.
- Card number.
- Card's expiry month and year.
- CVV Numbers: 3 digits of confidential numbers on the back of the card.

Note: Orders that use a different name than stated on the card will be cancelled by the system as fraud prevention mechanism.

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Delivery

1. We aim to deliver the product to you at the place of delivery stated in your order.
2. We will attempt to notify you if there is a delay in delivery, but to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.
3. We deliver in our standard packaging. You acknowledge that the products are standard and not made bespoke to fit any particular requirements that you may have.

Return Policy

Criteria

1. Products are purchased at normal prices. We do not accept returns for products purchased at discounted prices and for heated items.
2. Products must be in their original condition, unworn and unwashed with complete accessories, and the original packaging and tags must also be intact and their original condition without any damage.
3. Product must have no stains, broken seams, missing buttons, loosened threads or other conditions that deem the product to be defective or damaged.
4. Products must have its brand box and packaging in its original condition. The box and packaging must not be broken or dented, not attached to any adhesive material, and complete with other items from the original packaging such as cartons, clothes hangers, stickers, ribbons, ropes, polybags, plastic, and other objects.
5. Request for product return must be made within 7 (seven) days of when the order is received. Returned products must be received at the pre-determined location no later than 14 (fourteen) days after the date of return is approved by Craythorn Fitz.
6. When returning the product, please use the outer/packaging box as we sent you and cover the product packaging with a sturdy wrapper and add a **"FRAGILE"** sticker to the shipment to damage on the original box during shipment. We do not accept any form of returns where there is damage to the product and the product packaging/box.
7. Refund process takes 7 (seven) to 14 (fourteen) working days. It may vary depending on the refund method. Refund will be made as soon as we have received the returned products and according to your initial payment method selected during purchase. We do not refund the shipping costs of returned products.

8. Please contact our Customer Service Team via email to craythorn.fitz@gmail.com to submit the return request.

Exceptions

1. We do not allow return requests based on the color differences between the received physical product and product photo caused by lighting effects or computer screens.
2. We do not allow return requests based on a wrong purchase or a change of mind after purchase. We strongly recommend you to review the shopping cart before completing an order.

Faulty Products

1. All product descriptions, information, and materials posted on CraythornFitz.com are provided 'as is' and without warranties expressed, implied, or otherwise howsoever arising.
2. If the product that you receive is faulty, please contact our Customer Service Team and provide us with your order number, name and address, product details, and the reason for return, and an information on a refund request.
3. Upon receipt of the faulty product, we will examine it and advise you on the status of the refund or exchange (if any).
4. Craythorn Fitz may at its discretion refuse to process an exchange. However, we may offer a refund as a substitute remedy.
5. In the event the product returned is not faulty, we may at our discretion decide not to exchange or refund for the product.
6. For more information on exchange policy, please refer to our [Return Policy](#).

Disclaimer

Unless stated in these Terms and Conditions or by the applicable law, Craythorn Fitz does not make any statements, representations, warranties or guarantees, and offers no other conditions, express or implied, about any matter, including but not limited to, the merchantability, suitability, fitness for any specific use or purpose, for all content and all products or services available through CraythornFitz.com as well as implied guarantees from a course of performance or dealing. In certain areas, the law does not permit the disclaimer of guarantees, so the above disclaimer is limited to the extent that the law permits.

You may use this website at your own risk. We reserve the right to limit or revoke your access to the whole website, or some features, or some parts, at any time. Craythorn Fitz does not guarantee that there will not be any interruptions while accessing the website; that the website is safe; or free of viruses; or the accuracy, truth, punctuality, benefit, reliability, completeness and correctness of the information provided by the website. Should you download content from this website, be sure it is your own decision and that you understand the risk. You hold responsibility for any damage to your computer system or any loss of data caused by downloaded content.

Indemnity and Release

You will indemnify and release Craythorn Fitz from and against any and all fines, penalties, liabilities, losses, and other forms of damage of any kind whatsoever, including attorneys' and experts' fees incurred by Craythorn Fitz and any related parties, and must defend Craythorn Fitz and any related parties against any and all claims arising from:

1. Your violation of the Terms and Conditions,
2. Your misconduct or commission of fraud or negligence, or
3. Your violation of the rights of any third party

Craythorn Fitz will control the defense of any claim to which this indemnity may apply, and in any event, you must not resolve any claim without the prior written consent of Craythorn Fitz.

Complaints Management

Craythorn Fitz places great value on our customer satisfaction. You may contact us at a designated time using the contact details from the [Contact Us](#) information. We will attempt to address your concerns and will contact you on receipt of any relevant enquiry or complaint. In the event of a complaint, it will help us if you can describe the object of your complaint as accurately as possible and, where applicable; send us copies of the order or the order number that was sent to you in the order confirmation email.

Electronic Communications

When you use the website or send emails to Craythorn Fitz, you are communicating with Craythorn Fitz electronically. You agree that all agreements, notices, disclosure, and other means of communications sent to you electronically are legally valid as written communications. All notices from Craythorn Fitz are deemed to have been delivered and received by you when sent to the email address you provide to Craythorn Fitz.

Password Protected Website Access

Access to parts of the website which are protected by passwords is limited to authorized users only. You are responsible for protecting your login details, including your password. You agree that you are responsible for any and all statements made, and for acts and omissions that occur through the use of your login details. If you have any reason to suspect your login details have been misused or stolen, please inform CraythornFitz.com immediately. Craythorn Fitz will assume that any communications we receive from your email or other communication tools related to you or your login account on the website, have been made by you unless we receive notice stating otherwise.

Copyright Infringement

Please consult your legal advisor before filing a notice with us because there may be penalties for false claims. Craythorn Fitz may terminate the accounts of Platform users found to infringe third party copyrights.

If you believe that your work has been improperly copied to the Platform, such that it constitutes infringement, please provide us with the following information:

- (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf;
- (2) a description of the copyrighted work that you claim has been infringed;
- (3) a description of where on the Platform the content that you claim is infringing is located;
- (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (5) a statement by you, made under penalty of perjury (depending on applicable law), that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Send copyright infringement complaints to:

Legal Department (Copyright)
Attorney Arnold Winetrob
18000 W 9 Mile, Suite 1505, Southfield, Michigan 48275
aweintraub@weintraub-group.com
Telephone: 248 – 809 – 2005

Trademarks and Copyrights

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Craythorn Fitz. You may not use framing techniques or technology to enclose any content on the website without the prior written consent of Craythorn Fitz. Furthermore, you cannot take advantage of the website's content in the meta tags or by using "hidden text" techniques without the express written consent of Craythorn Fitz. All and any content, including software programs, available on or through the site are protected by copyright, trademark, and the other applicable laws and regulations of the United States of America.

Intellectual Property Right Infringement Claims

Craythorn Fitz respects the intellectual property rights of others, and we ask our users to do the same. You are hereby informed that Craythorn Fitz has adopted and implemented the policy of terminating users, in the appropriate circumstances, who commit copyright infringements. Craythorn Fitz may, in certain circumstances and at its discretion, disable and/or terminate your account and/or the membership of users who may be infringing the intellectual property rights of third parties.

Continuity of Terms After Agreement Ends

Provided it does not conflict with any provisions contained in these Terms and Conditions, or any applicable general legal principles, any provision of these Terms and Conditions will continue to impose an obligation on any party after the expiry of these Terms and Conditions.

Force Majeure

Craythorn Fitz is free from fulfilling these Terms and Conditions, in part or as a whole, as a result of an event or series of events caused by:

- Fire, explosion, storm, flood, earthquake, other weather conditions or acts of nature
- Acts of war, terrorism, insurrection, riots, civil disturbance or uprising
- Quarantines or embargoes
- Strikes
- Epidemic
- Impossibility of the use of railways, shipping aircraft, motor transport or other means of public or private transport
- Impossibility of the use of public or private telecommunications networks, or
- Other causes beyond the control of Craythorn Fitz

In the case such events should occur, Craythorn Fitz may temporarily be unable to deliver the products you have purchased, you will be given the option to delay delivery or cancel the purchase and receive a refund.

Waiver

No failure or delay by us or you in exercising any right under these Terms and Conditions shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms and Conditions.

Assignment

You may not assign these Terms and Conditions (or any rights, benefits or obligations) by operation of the law, or otherwise, without the prior written consent of Craythorn Fitz, which may be withheld at Craythorn Fitz' discretion. Any attempted assignment that does not comply with these Terms and Conditions shall be null and void. Craythorn Fitz may assign these Terms and Conditions, in whole or in part, to any third party at its discretion.

Severability

If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of

any clause. All of which shall remain in full force and effect, so long as these Terms and Conditions shall be capable of continuing in effect without the unenforceable term.

Modification and Alteration

You acknowledge and agree that Craythorn Fitz can, according to its own policies, modify, add, or eliminate part of these Terms and Conditions at any time and in any manner by posting the revised Terms and Conditions to the website. You may not change or modify these Terms and Conditions under any circumstances. You are responsible for periodically checking any changes we make to these Terms and Conditions. Due to your continued use of this site after any changes to the Terms and Conditions are made indicates that you have accepted the changes.

Governing Law

These Terms and Conditions shall be governed and construed in accordance with the law of the United States of America. Both we and you hereby agree to submit to the non-exclusive jurisdiction of the American courts. All dealings, correspondence, and contacts between us shall be made or conducted in the English language.

Contact Us

If you have any questions or comments about this Terms and Conditions or if you would like us to update the information we have about you or your preferences, please contact us by email at craythorn.fitz@gmail.com or come to our office at 9149 E Jefferson, Detroit, Michigan 48214, United States of America.

Last update as of January 2025.