



Effective April 13, 2015

This Privacy Policy applies to all of our sites. This Privacy Policy does not apply to our in-store public WiFi.

AG Jewelers knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Policy describes how we treat personal information. This includes on the websites where it is located. It also applies to our information collection and tracking practices. Any capitalized terms we don't define in this policy are defined in our Terms and Conditions. By visiting agjewelrydesign.com, you are accepting the practices described in this Privacy Policy.

PLEASE NOTE THAT THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS TO SUE UNDER THIS AGREEMENT.

We collect information from and about you.

The information we learn from customers helps us personalize and continually improve your AG Jewelers experience. Here are the types of information we gather.

Information You Submit to AG Jewelers. We receive and store any information you enter on our Web site or give us in any other way. Types of information that you may submit, and we may collect include:

- Contact Information. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our stores, and communicating with you. For example, we collect your name and email address if you register on our site. We might collect your phone number or zip code. We might also collect your mailing address.



· Payment Information. For example, we may collect your credit card number if you make a layaway order from agjewelrydesign.com. This information is deleted after a purchase is made.

· Information You Submit or Post. We collect the information you post in a public space on our site. We also collect information when you contact us.

· Demographic Information. We may collect information like your gender and age. We may also collect your zip code. We might collect this when you contact us or enter a promotion, sweepstakes or contest, or when you make a purchase from AG Jewelers.

Automatically Collected Information. We receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies," and we obtain certain types of information when your Web browser accesses agjewelrydesign.com or advertisements. We may collect information about the browser you're using. We might look at what site you came from, or what site you visit when you leave us. We may also look at clickstream data. We may combine this information with other information we collect from you. This includes anything we collect from third parties. If you use our mobile website, we may collect your GPS location and your unique device identifier.

We collect information in different ways.

We collect information directly from you. For example, if you sign up for our emails or when you use our website, including AG Jewelers. My Account, we collect information. We also collect information if you contact us. We collect information about you through our websites and retail points of contact.

We collect information from you passively. On our platforms, which include our sites, we collect information passively. We might also collect information passively in our emails or through our apps. We may also collect information passively in connection with third parties. For example, to get purchase information from Affiliates, we may gather information passively on their platforms. Tools we use include browser cookies and web beacons.

What are "cookies"?



Cookies are unique identifiers that we transfer to your device to enable our systems to recognize your device and to provide features, such as AG Jewelers My Account, personalized advertisements on other Web sites, and storage of items in your Shopping Cart between visits.

The Help feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the Web site of its manufacturer. Because cookies allow you to take advantage of some of agjewelrydesign.com essential features, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your Shopping Cart, proceed to Checkout, or use any agjewelrydesign.com products and services that require you to Sign in.

We get information about you from third parties. For example, social media platforms may also give us information about you. This might include getting information from social media plugins. Affiliates or other business partners may also give us information. This might include information they gathered passively.

Notwithstanding any other provision, we may also engage a data provider who may collect web log data from you (including IP address and information about your browser or operating system), or place or recognize a unique cookie on your browser to enable you to receive customized ads or content. These cookies contain no personally identifiable information. The cookies may reflect de-identified demographic or other data linked to data you voluntarily have submitted to us, e.g., your email address, that we may share with a data provider solely in hashed, non-human readable form. To opt-out of these data provider cookies, please go to <http://www.aboutads.info/choices>.

We use information as disclosed and described here.

Information about our customers is an important part of our business, and we are not in the business of selling it to others. We share customer information only as described below.



We use information to respond to your requests or questions. For example, we might use your information to respond to your customer feedback.

We use information to improve our products and services. We may use your information to make our Sites better. We might use your information to customize your experience with us or understand your preferences. We may combine information we get from you with information about you we get from third parties.

We Engage in Interest-Based Advertising.

Agjewelry.com and our partners display interest-based advertising using information gathered about you over time across multiple websites or other platforms. This might include apps.

Interest-based advertising includes ads served to you after you leave our website, encouraging you to return. They also include ads we think are relevant based on your shopping habits or online activities. For example, providing you with promotional materials we think you would like based on your shopping activity. These ads might be served on websites or on apps. They might also be served in emails. We might serve these ads, or third parties may serve ads. They might be about our products or other companies' products.

To decide what is relevant to you, we use information you make available to us when you interact with us, our affiliates, and other third parties. For example, we or our partners might look at your purchases or browsing behaviors. We might look at these activities on our platforms or the platforms of others.

We work with third parties who might help gather this information or with whom we might share your information. These third parties might link your name or email address to other information they collect. That might include past purchases made offline or online. Or, it might include online usage information.

The Self-Regulatory Program for Online Behavioral Advertising program provides consumers with the ability to opt-out of having their online behavior recorded and used for advertising purposes. If you want to opt out, visit <http://www.aboutads.info/choices/>. Your opt-out is both browser and device specific.



We Use Various Tracking Technologies.

We—or third parties we work with—use several common data collection technologies including cookies, pixel tags, and similar technologies. We collect personal information about users over time and across different Web sites when you use this Web site or service. We also have third parties that collect personal information this way. We do this for many reasons, including the following:

- To engage in interest-based advertising as discussed above.
- To understand the activities and behaviors of customers and platform users.
- To recognize new visitors to our websites.
- To recognize past customers.
- To present more personalized content and offers, to improve your website experience, optimize your shopping experience, and provide site and service enhancements. For example, to avoid repeatedly showing you the same advertisements.
- To serve customized advertising (whether on our website or others you visit).
- So we can better understand our audience, our customers, our website visitors, and their respective interests. For example, to understand what ads are of interest to consumers.

We work with third parties who provide us with certain web search services.



We use information for security purposes. We may use information to protect our company, our customers, and our websites.

We use information for marketing purposes. For example, when you register with our sites we might send you information about special offers. We might tell you about new products or services. These might be third party offers or products we think you might find interesting. If you register with us, we'll enroll you to receive our emails. We may send this information by email or text. We may also send through push notifications in apps or notifications by regular mail. We also use information to customize offers you receive. This includes using your shopping history on Affiliates or other third-party platforms.

We utilize Third-Party service providers, and use your information to perform those functions. We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, providing search results and links (including paid listings and links), processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

We use information to communicate with you about your account or our relationship. We may contact you about your account or feedback. We might also contact you about this Policy or our website Terms.

We use information as otherwise permitted by law.

We may share information with third parties.

We will share information within the AG Jewelers family of companies.

We will share information with third parties who perform services on our behalf. For example, we share information with vendors who send emails for us. We may also share information with companies that operate our websites or run a promotion.



We will share information with our business partners. This includes sharing for marketing or advertising or for purposes of running joint promotions. For example, we will share information with our Affiliates to process orders or understand preferences. Or we might share information that third parties can use to serve you with ads they think you will like. This could include sharing with our partners what ads you look at. Third parties may use information for their own marketing or advertising purposes.

We will share information if we think we have to in order to comply with the law or to protect ourselves. We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of AG Jewelers, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. Obviously, however, this does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this Privacy Policy.

We may share information with any successor to all or part of our business. As we continue to develop our business, we might sell or buy stores, subsidiaries, or business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Policy (unless, of course, the customer consents otherwise). Also, in the unlikely event that AG Jewelers, or substantially all of its assets are acquired, customer information will of course be one of the transferred assets

We may share information for other reasons we may describe to you.

You have certain choices about sharing and marketing practices.

You can choose not to provide us with information. You can always choose not to provide information, even though it might be needed to make a purchase or to take advantage of such ShaneCo.com features as Your Account, AG Jewelers. My Account, and Customer Reviews.

You can opt out of receiving our marketing emails. To stop receiving our promotional emails, you may opt-out by one of the following methods:



- Selecting the "Unsubscribe" link in any promotional email
- Logging into your AG Jewelers account and changing your email preference - <https://www.agjewelrydesign.com/MyAccount/Login.aspx>
- Emailing us at office@agjewelrydesign.com

Even if you opt out of getting marketing messages, we will still send you transactional messages. These include responses to your questions. If you receive promotional emails from a third party, you will need to separately opt-out with them. If you participate in AG Jewelers. My Account, you may need to separately opt out of notices and other email content.

You can control cookies and tracking tools. Your browser may give you the ability to control cookies. How you do so depends on the type of cookie. Certain browsers can be set to reject browser cookies. To control flash cookies, which we may use on certain websites from time to time, you can go here. Why? Because flash cookies cannot be controlled through your browser settings.

If you block cookies on your browser, certain features on our sites may not work. If you block or delete cookies, not all of the tracking activities we have described here will stop. Choices you make are both browser and device-specific.

You can control tools on your mobile devices. For example, you can turn off the GPS locator or push notifications on your phone. You can also control these settings in our apps.

Your California privacy rights.

If you reside in California, you have the right to ask us one time each year if we have shared personal information with third parties for their direct marketing purposes. To make a request, please send us at office@agjewelrydesign.com or write to us at the address listed below. Indicate in your email or letter that you are a California resident making a "Shine the Light" inquiry.

Our Sites and children.



Our sites are meant for people at least 18 years old. We do not knowingly collect personally identifiable information from children under 13 without permission from a parent or guardian. If you are a parent or legal guardian and think your child under 13 has given us information, you can email us at office@agjewelrydesign.com. You can also write to us at the address listed at the end of this policy. Please mark your inquiries "COPPA Information Request." Parents, you can learn more about how to protect children's privacy on-line <<here>>.

We store information in the United States.

Information we maintain is stored within the United States. If you live outside of the United States, you understand and agree that we may transfer your information to the United States. This site is subject to U.S. laws, which may not afford the same level of protection as those in your country.

We use standard security measures.

We use reasonable measures to protect the information you share with us. This includes physical measures. It also includes technical and administrative measures. We use firewall encryption where appropriate. We may also use Secure Socket Layer encryption. Please remember that no data security measures are 100% secure all of the time.

We keep personal information as long as it is necessary or relevant for the practices described in this Policy. We also keep information as otherwise required by law.

You can update your information.

To update your information, log into the site and click the "My Account" link at the top of every agjewelrydesign.com page. You can also update it by clicking <https://www.agjewelrydesign.com/MyAccount/Login.aspx> . It may take us up to 10 business days to process account changes.



We may link to other sites or have third party services on our site we do not control.

If you click on a link to a third party site, you will be taken to websites we do not control. This policy does not apply to the privacy practices of that website. Read the privacy policy of other websites carefully. We are not responsible for these third party sites. Our site may also serve third party content that contains their own cookies or tracking technologies. We do not control the use of those technologies. We also do not control the privacy practices of our Affiliates. This includes their use of cookies and other tracking technologies.

Feel free to contact us if you have more questions.

If you have any questions or concerns about this Privacy Policy, you may contact us at:

AG Jewelers

Attn: Privacy

270 Horton Plaza

San Diego Ca 92101

Email: office@agjewelrydesign.com

[Terms of Use](#), [Notices](#), [Revisions](#), [Limitation on Liability](#), [Arbitration](#)



If you choose to visit agjewelrydesign.com, your visit and any dispute over privacy is subject to this Privacy Policy and our Terms of Use, including limitations on damages, resolution of disputes, and application of the law of the state of Colorado. If you have any concern about privacy at agjewelrydesign.com, please contact us with a thorough description, and we will try to resolve it. Our business changes constantly, and our Privacy Policy and the Terms of Use will change also. We may e-mail periodic reminders of our notices and conditions, but you should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

Except where prohibited, by visiting and using agjewelrydesign.com, you agree that: (1) any and all questions, controversies, claims and causes of action arising out of or connected with the construction, validity, interpretation, and enforceability of this Privacy Policy shall be resolved exclusively by means of arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, in Denver, Colorado, and shall be resolved individually, without resort to any form of class action or representative action, and you agree that you shall not seek to aggregate any claims with other individuals; (2) AG JEWELERS LIABILITY ARISING IN CONNECTION WITH THIS PRIVACY POLICY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF \$1.00 AND SHALL BE FURTHER LIMITED TO ACTUAL DAMAGES EQUAL TO OR LESS THAN SUCH AMOUNTS, RESPECTIVELY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, AG JEWELERS SHALL NOT BE LIABLE FOR, AND YOU WAIVE ALL RIGHTS TO CLAIM ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR ATTORNEYS FEES ARISING OUT OF THIS PRIVACY POLICY, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED (EVEN IF YOU OR ANY OF YOUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), AND TO RECOVER OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, NOR SHALL AN ENTRANT BE ENTITLED TO RESCIND THIS AGREEMENT NOR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Denver, Colorado. The arbitration shall be governed by the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules of the State of Colorado or of any other jurisdiction. Depositions shall be limited to a maximum of three per party and shall be held within twenty days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrators, and for good cause shown. Each deposition shall be limited to a maximum of seven hours duration. Time is of



the essence for any arbitration under this agreement and arbitration hearings shall take place within ninety (90) days of filing and awards rendered within one hundred twenty (120) days. The Arbitrator shall agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The prevailing party shall not be entitled to an award of attorney fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.