

# SALES & REFUNDS

Thanks for shopping at CycleWerks. We appreciate your business. We want you to have a great experience while you're exploring, evaluating, and shopping in Our locations, or on the phone with Us. (CycleWerks Bicycle & Fitness together with its subsidiaries and affiliates including but not limited to TNHMultisport LLC, collectively "We", "Us" or "Our" in this policy.)

As with any shopping experience, there are terms and conditions that apply to our transactions and interactions. Please remember that by making a purchase at CycleWerks Bicycle & Fitness, you agree to the revised terms below as well as Our **Privacy Policy** and **Terms of Use**. Terms last updated on January 21, 2021.

## Standard Return Policy

We carry an exciting array of products, but understand, however, that sometimes a product may not be what you expected. In that unlikely event, please review the terms below regarding returning a product.

For unused, undamaged products, simply return it with all included accessories and original packaging and the original receipt (or gift receipt) within 30 days for exchange or refund based upon the original payment method. NOTE the following:

- Bicycles, ElliptiGOs, car racks, electronics (excluding Bontrager), food & nutrition products, gift cards, wetsuits sales are final, and not eligible for return.
- Special Order items are not eligible for refund or return, no exceptions.
- For returns to any CycleWerks Bicycle & Fitness location for cash, cash equivalent, and check transactions over \$50, CycleWerks will mail a refund check to you within 15 business days.
- Items should be returned to the CycleWerks Bicycle & Fitness location where originally purchased.
- In the case of any items returned with a gift receipt, CycleWerks Bicycle & Fitness will offer a CycleWerks Gift Card.
- All sales are final after 30 days from the date of purchase.
- CycleWerks Bicycle & Fitness may refuse any return or exchange at our discretion.

## **Additional Product Terms**

Making any unauthorized modifications to any product sold will violate the original warranty implied or in writing. Should any product become damaged or non-functional due to an unauthorized modification, repairs are not covered under warranty.

## **Pricing and Price Reductions/Corrections**

CycleWerks Bicycle & Fitness reserves the right to change prices for products displayed at/in Our locations at any time, and to correct pricing errors that may inadvertently occur. Additionally, products are not eligible for price adjustments inside the return period for any limited-time price reductions, such as those that occur during sales or special promotional pricing, such as Black Friday or Cyber Monday.

Prices shown are in U.S. dollars. If you are paying for your order with an international Visa, MasterCard, or American Express credit card, please note that the purchase price may fluctuate with exchange rates. In addition, your bank or credit card issuer may also charge you foreign conversion charges and fees, which may also increase the overall cost of your purchase. Please contact your bank or credit card issuer regarding these fees.

## **Orders**

CycleWerks Bicycle & Fitness may, at its sole discretion, refuse or cancel any sale and limit product quantities. We may also require additional information prior to accepting or processing any sale. We also reserve the right to cancel any transaction for any reason.

## **Delivery**

Since delivery of your product(s) can be impacted by events beyond Our control, CycleWerks Bicycle & Fitness cannot be held liable for late deliveries.

## **Pickup**

Only you or a person designated by you may pick up item(s) purchased. A government-issued photo ID and receipt will be required for pickup. If items purchased are not picked up within 14 days of notice, We may cancel the transaction(s). Additionally, any item left for more than 30 days may be subject to storage fees at our discretion.

Risk of loss, or damage to any product(s) pass to you when you, or a person designated by you, acquires physical possession of the product(s) upon leaving our stores.

Please note that certain products and payment methods are not eligible for pickup by a third party. CycleWerks Bicycle & Fitness is not responsible for actions taken by the third party once your item(s) have been picked up.

## **Consumers Only**

CycleWerks Bicycle & Fitness sells to end-user customers only, and reserves the right to refuse or cancel your sale if we suspect you are purchasing products for resale.

## **Product Availability and Limitations**

Given the popularity and/or supply constraints of the products we carry, We may have a limited number of products available for purchase, and reserve the right to change quantities available for purchase at any time. Furthermore, there may be occasions when We confirm your sale but subsequently learn We cannot supply the ordered product.

# **PRIVACY POLICY/TERMS OF USE**

Please read carefully before using this site. This site is owned and operated by CycleWerks Bicycle & Fitness together with its subsidiaries and affiliates including but not limited to TNHMultisport LLC, (collectively "We", "Us" or "Our"). By using this site, you signify your agreement to the **Privacy Policy** and **Terms of Use**. If you do not agree with these terms, please do not use this site. We reserve the right, at Our discretion, to change, modify, add, or remove portions of these terms at any time. Please check periodically for changes. Your continued use of this site following the posting of changes to these terms will signify your acceptance of the revised terms. They were last updated on January 21, 2021.

# Privacy Policy

Your privacy on the Internet is important to Us. As a part of the operation of this site, We gather certain types of information about users. We want you to know the types of information We gather and what we do with it.

## Information We Collect

We collect two general types of information from users: personal data (such as names and e-mail addresses); and aggregate data (such as information about traffic patterns on this site; for example, how many users log into this site on a daily basis).

## Personal Data

Personal data is collected when users provide information to Us, for example in registering for electronic newsletters or other membership services, in answering surveys, and/or registering for contests and other promotional opportunities provided by Us. When you register or request information on this site, We generally need you to provide your name, e-mail address, mailing address, and phone number, as well as create a username and password. In addition, if you send Us personal correspondence, such as e-mails or letters, We may collect such information into a file specific to you.

## Aggregated Information and Usage Information

Aggregate information, such as which page users access and information volunteered by users, such as survey information and/or site registration information, is collected through various methods. In the course of using Our site, We also automatically track certain information about you. This information includes the URL that you just came from, which URL you next go to, what browser you are Using, and your IP address. An IP address is a number that is automatically assigned to your computer whenever you're surfing the web. Web servers, the computers that "serve up" web pages, automatically identify your computer by its IP address, and when you request a page from Us, WIX servers log your IP address. We do not link IP addresses to anything personally identifiable, so although your session will be logged, you will remain anonymous to Us.

# Use of Cookies

## What is a cookie?

Cookies are small files that our website may place on your computer or mobile device ("Device") via your web browser. Cookies contain information that is transferred to your Device's hard drive. Some of the cookies store information required for this website to function properly. Other cookies help us improve the website for you by tracking how many people visit the website, which pages they visit, and how frequently.

Some cookies are deleted at the end of each browser session. These are called "session cookies". They allow website operators to link your actions during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window.

Other cookies remain on your Device for a longer period (as specified in the cookie). These are called "persistent cookies". They are activated each time you visit the website that created that particular cookie.

## How to delete and block cookies

You may block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon you visit our site. Turning off or deleting cookies will not prevent device identification and related data collection from occurring.

Turning off the browser's cookies will prevent web beacons and cookies from measuring the relevance and effectiveness of our site/emails and advertising as well as the tailored advertising brought to you by our partners. You may also not be able to use all the interactive features of our site/emails if cookies are disabled. If you no longer wish to receive tailored advertisements from us, third party advertising networks, or if you would like more information about this practice, please visit: [www.aboutads.info](http://www.aboutads.info).

## Can I withdraw my consent?

Once you have consented to our use of cookies, we shall store a cookie on your Device to remember this for next time. This will expire periodically. If you wish to withdraw your consent at any time, you will need to delete your cookies using your internet browser settings.

For further information about deleting or blocking cookies, please visit:  
[www.aboutcookies.org](http://www.aboutcookies.org).

## **What happens if I block or refuse to accept cookies?**

Accepting cookies is a condition of using this website, so if you refuse or block cookies, we can't guarantee your ability to use this site or how it will perform during your visit.

## **What cookies do we use and why?**

The cookies used on our site are categorized as follows:

### **Strictly Necessary**

Strictly Necessary cookies let you move around the website and use essential features. Without these cookies, services you have asked for cannot be provided. Please note that these cookies do not gather any information about you that could be used for marketing or remembering where you've been on the internet.

We use these Strictly Necessary cookies to:

Remember selections you've made or information you've entered on forms when you navigate to different pages during a web browser session;

Identify you as being logged in to our website;

Make sure you connect to the right service on our website when we make any changes to the way the website works;

Remember selections you've made that allow us to deliver you the correct content, such as your language and region preferences.

Route users to specific applications of a service or specific servers.

### **Performance**

Performance cookies collect information about how you use our website (e.g., which pages you visit and if you experience any errors). These cookies do not collect any information that could identify you and are only used to help us improve how our website works, understand what interests our users, and measure how effective our advertising is.

We use Performance cookies for:

Web Analytics: To provide statistics on how our website is used;

Ad Response Rates: To see how effective our advertisements are, including those pointing to our sites;

Affiliate Tracking: To provide feedback to partners that one of our visitors also visited their website. This can include details of any products purchased;

Error Management: To help us improve the website by measuring any errors that occur;

## **Functionality**

Functionality cookies are used to provide services or to remember settings to improve your visit.

We use Functionality cookies to:

Remember settings you've applied, such as layout, text size, preferences, and colors;

Remember if we've already asked you if you want to fill in a survey;

Show you when you're logged in to the website.

## **Targeting**

Targeting cookies are linked to services provided by third parties, such as 'Like' buttons or 'Share' buttons. Third parties provide these services in return for recognizing that you have visited our website.

We use Targeting cookies to:

Link to social networks like Facebook, who may subsequently use information about your visit to target advertising to you on other websites;

Provide advertising agencies with information on your visit so that they can present you with advertisements in which you may be interested.

Some of the cookies used on this site are managed by third parties. You may refer to the third parties' website privacy notifications for further information. We do not control these sites or their use of cookies and we bear no responsibility or liability for them.

## **Use of Information Collected by Us**

We use both the personal and aggregated and usage information We collect for multiple purposes. For example, We collect this information for fulfilling prizes, administering information requests and providing information services, tracking/ verifying compliance with Our policies as well as federal, state and local laws, and for editorial and feedback solicitation purposes. We may use your e-mail address and, in rare situations, your mailing address or phone number, to contact you regarding customer service issues or billing matters. Personal and aggregated information is also used to: improve the content of the site; perform system administration activities; customize the content and/or layout of the site for each individual user; and notify users about updates to the site or promotional offers or opportunities that We believe will be of interest to you. We will always try to provide you with an opportunity to decline this service when such information is requested from you online. If you later decide you would rather not receive this information, or would like to opt-out of any other information request or distribution, you may simply reply to any e-mail sent to you and type UNSUBSCRIBE as the subject of your reply or in the message of the e-mail. We may also use your information and activity on the site to resolve disputes, troubleshoot problems and enforce Our Terms of Use.

## **Disclosure of Collected Information to Third Parties**

We do not sell, trade, rent or otherwise provide your personal data to third parties without prior permission from you, provided however, that third parties does not include Our subsidiaries, affiliates, licensees, partners, website hosting partners or other parties who assist Us in operating this site. We may, however, share your data in an aggregate format, as well as aggregate usage information, with third parties for both advertising and promotional purposes. Further, We cooperate with all law enforcement inquires, and with all third parties, to enforce their intellectual property or other legal rights.

## **Links to Other Sites**

It is important to note that this site might contain links to other sites, and that those sites may not follow the same privacy policies as Us. For instance, if you clicked on an advertisement on site, this might take you away from this site and to an entirely different site. This includes links to advertisers, bicycle dealers, content providers, and business partners, who may use Our name and/or logos as a result of a co-branding or other agreement. These sites may send their own cookies to you, and may collect data and make uses of it that We would not. We do not control these sites or use, or bear any responsibility or liability for them.



## **Security**

The security of all personally identifiable information associated with users of this site is of great concern to Us. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, we can't ensure or warrant the security of any information you transmit to Us, and you do so at your own risk.

## **Terms of Use**

### **Ownership; Restrictions on Use of Materials**

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## **Blog**

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