

Free Shipping with FG Consolidation Terms and Conditions

Effective August 2024

General

This Free Shipping with FG Consolidation offer (“Offer”) allows FASHIONGO buyers (“Buyer” or “you”) to obtain free shipping on qualifying consolidated shipping orders placed with participating FASHIONGO vendors. These Free Shipping with FG Consolidation Terms and Conditions (“Terms and Conditions”) shall apply to matters relating to the Offer as outlined below. These Terms and Conditions incorporate by reference NHN Global, Inc., dba FASHIONGO’s (“FASHIONGO”) Terms of Use, Buyer Services Agreement, and guidelines and policies (“Additional Terms”). By accepting the Offer, you agree to be bound by these Terms and Conditions. FASHIONGO reserves the right to change, modify, amend, or terminate the Offer and/or these Terms and Conditions at any time in its sole discretion without prior notice.

Offer General Terms

FASHIONGO offers Buyers free shipping on orders containing eligible items from two (2) or more vendors participating in FG Consolidation when the qualifying \$500 threshold amount (“Threshold”) is reached (“FG Consolidation Order”). Information regarding whether an item is eligible for free shipping under the Offer can be located by filtering by “FG Consolidation” on the product list page, on each product detail page that qualifies for this benefit, in Buyer’s online shopping cart, and at order checkout. Threshold is calculated based on the total eligible item amount of items at checkout prior to deducting any applied coupons or vendor promotion discounts. For example, if an order contains two eligible items from two participating vendors – Item A with an item amount of \$300 and Item B with an item amount of \$200 – and a coupon is used that reduces Item A’s item amount to \$200 and Item B’s item amount to \$100, the order will still qualify for free shipping. This is because the total eligible item amount before the application of the coupon (a total eligible item amount of \$500) satisfies the required Threshold. Pre-order items and ineligible category items are excluded when calculating the Threshold. FASHIONGO reserves the right to change or update the Threshold criteria at any time, in its sole discretion, and without prior notice.

If the total eligible item amount for the FG Consolidation Order drops below the qualifying Threshold amount due to Buyer’s actions after the order is placed, the free shipping benefit will not be provided even if indicated otherwise during Buyer’s order checkout. If any free shipping is applied on an FG Consolidation Order that is later found to be ineligible for free shipping, FASHIONGO reserves the right to charge the Buyer’s credit card or other payment method or Buyer’s FASHIONGO account for the applicable shipping fees. Actions that may result in failure to receive free shipping or otherwise make an FG Consolidation Order ineligible, include, but are not limited to the following:

1. Part of an FG Consolidation Order is canceled by Buyer and the remaining total eligible item amount falls below the required Threshold;
2. FG Consolidation order is canceled by agreement and the remaining total eligible item amount falls below the required Threshold;
3. Buyer’s credit card or other payment method declines; or
4. Buyer is found to engage in any misconduct or circumvention of the Offer.

If Buyer previously designated “Consolidated Shipping” as their default shipping method, FG Consolidation will be automatically applied as the shipping method at checkout. This may render the order eligible for free shipping under the Offer, provided it meets the eligibility criteria. If Buyer did not previously select “Consolidated Shipping” as their default shipping method, Buyer must properly select FG Consolidation as the Shipping Method at checkout in order to receive free shipping. Any incorrect selection of the Shipping Method at checkout may not qualify for benefits under the Offer.

FASHIONGO reserves the right to modify, terminate, suspend, or revoke the Offer at any time, without prior notice, and based on its sole discretion.

Shipping

Orders eligible for free shipping through the Offer are usually shipped within three (3) business days of vendor’s drop off to FASHIONGO’s Consolidation Center. Orders will be shipped through UPS Ground with a UPS tracking number. FASHIONGO reserves the right to use and/or change any shipping service provider at its sole discretion.

Free shipping via the Offer is available only for delivery addresses within the contiguous United States of America, and therefore **does not include delivery addresses located in the following areas:**

1. Alaska;
2. Hawaii;
3. U.S. territories, including Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa; and
4. Minor outlying islands, which include Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Atoll, Palmyra Atoll, and Wake Island in the Pacific Ocean, as well as Navassa Island in the Caribbean Sea.

FASHIONGO is not liable for any delays in shipping outside of its control including but not limited to unforeseen circumstances, terrorism, war, governmental mandates or lockdowns, act of God, earthquakes, floods, fires, epidemics, pandemics, riots, failures or delays in transportation or communications logistics.

Offer Disqualifications

Notwithstanding the conditions to accept the Offer, the Offer will be revoked if Buyer is found to engage in any bad faith acts to circumvent the Offer, including but not limited to breaching any terms herein. FASHIONGO reserves the right to modify, terminate, suspend, or revoke Buyer's acceptance of the Offer if FASHIONGO, in its sole discretion, deems that fraudulent behavior or any other unethical conduct has occurred in any way that compromises the fairness or integrity of the Offer.

Governing Law

If any provision of these terms and conditions is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. The laws of the State of California, without reference to conflict of law rules, govern these terms and conditions.

Additional Terms

By accepting the Offer, you agree to release and hold harmless FASHIONGO, its affiliates and subsidiaries, parent company, directors, officers, employees, and agents, and any other entity associated with the Offer (collectively, the "Released Parties") from any and all claims, loss, or damages arising out of, or in connection with the Offer. THERE ARE NO REPRESENTATIONS OR WARRANTIES INCLUDING BUT NOT LIMITED TO STATUTORY WARRANTIES AND CONDITIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THIRD PARTIES RIGHTS, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. IN NO EVENT WILL FASHIONGO BE LIABLE TO ANY PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS.

Superseding Terms

Notwithstanding anything to the contrary herein, the Additional Terms shall prevail over these Terms and Conditions to the extent there is any inconsistency between these Terms and Conditions and FASHIONGO's Terms of Use, Buyer Services Agreement, and guidelines and policies.