cricut

Shop

**EULA** 

Claims of Infringement

**Patents** 

**Online Policies** 

**Cricut Access Policy** 

**Submission Agreement** 

Accessibility

the https://cricut.com website ("our Site") and related services and Cricut products (collectively, our "Services").

For additional regional disclosures, please see our <u>Regional-Specific Privacy Notices page</u>. For purposes of this Privacy Policy, "Personal Information" means any information relating to an identified or identifiable individual. PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE USING OUR SERVICES. By using our Services, you acknowledge that you have read this Privacy Policy, and agree to be bound by it. If you do not agree to any of the procedures described in this Privacy Policy, please refrain from using our Services.

## 1. Personal Information we collect

- a. Personal Information you provide to us. Many areas and features on our Services do not require registration and may be accessed by you without having to disclose any Personal Information. However, to the extent you voluntarily provide your Personal Information to us, we collect such Personal Information. For example, we collect Personal Information from you:
  - i. When you register to become a member on our Services (in such event, we collect your first and last name, email address, password, country of residence, and commercial information, such as Cricut products purchased).
  - ii. When you register to participate in an event, contest, or sweepstakes (in such event, we collect your first and last name, email address, phone number, and mailing address).
  - iii. When you join our electronic mailing list (in such event, we collect your first and last name and email address). If we send you emails, we may track whether you open them to learn how to deliver a better customer experience and improve our Services.
  - iv. When you purchase a product or service from us online (in such event, a third-party service provider that handles payments for us collects your credit card, bank account, or other payment account information in order for us to accept, process, manage, and fulfill a purchase order as well as to process a return and refund request from you after the purchase).
  - v. When you submit a request or inquiry to us on our Services, such as when you interwith Member Care (in such event, we collect details regarding your interactions we Member Care, such as the date, time, and reason for contacting us, transcripts of any chat conversations, and if you call us, your phone number).

vi. If you decide to apply for a job with us, you may submit your contact information and your resume online. We will collect the Personal Information you choose to provide us as part of your job application, such as your contact information, education, and employment experience. If you apply for a job with us through a third-party platform, we will collect the Personal Information you make available to us through such third-party platform.

Each of the above means of furnishing Personal Information is referred to as a "Transaction or Request." You control the decision to disclose your Personal Information. However, without your Personal Information, we will not be able to process your Transaction or Request.

- b. Personal Information we collect when you use our Services. We collect Personal Information about user activities on our Services. For example, our Services automatically collect and log:
  - i. "Clickstream data" or usage data for all visitors to our Services, such as IP addresses (which are numerical numbers that are automatically assigned to users' computers and mobile devices when they are surfing the Internet), page requests, pages visited, content viewed, clicks and search queries made, etc. This user activity information includes your activity on Design Space such as selections, design history and search queries, etc. We also use cookies and web beacons to collect user activity information on our Services (see Section 6 below for more information).
  - ii. Device information about your machine(s) used to access or use our Services, such as web browser type, operating system version, phone carrier and manufacturer, application installations, device identifiers, mobile advertising identifiers, and push notification tokens.
  - iii. Location information inferred from the general location of our users' devices when they use our Services. For example, your IP address may indicate your general geographic region.
- c. Personal Information we receive from third parties.
  - i. You may also post photos, comments, or reviews on our pages available through third-party platforms, including Facebook, Twitter, Pinterest, or Instagram. If you do so or if you otherwise provide Personal Information to our ads hosted on third-party platforms, we and other users may be able to view the Personal Information you make available through these third-party platforms.
  - ii. We may receive additional Personal Information about you, such as demographic information, from third parties, like data or marketing partners and combine it with other information we have about you.

## 2. Our use of Personal Information

We use Personal Information for the following purposes:

- a. To provide, maintain, enhance, and improve our products and our Services.
- b. To improve the pages and content of our Services.
- c. To administer and maintain operations of our Services.
- d. To communicate to our users and members.
- e. To administer and manage transactions and relationships with our users and members. For example, if you:
  - i. Provide Personal Information to us in connection with a Transaction or Request we will use your Personal Information to process, administer, manage, and communicate with you regarding, such Transaction or Request.
  - ii. Register as a member on our Services, we will use your Personal Information to set up, administer, service, and communicate with you regarding, your account.
  - iii. Register to participate in an event, contest, or sweepstakes, we will use your Personal Information to process your entry and to conduct and administer the event (including, in the case of a contest or sweepstakes, communicating with you in the event you are selected as a winner).

- iv. Join our electronic mailing list, we will use your Personal Information to send you our electronic communications, including our newsletters and our company announcements, notices, and updates.
- v. Purchase a product from us, we will use your Personal Information to process and fulfill your order, to communicate with you regarding the same, and to provide member care to you
- vi. Submit a request or inquiry to us, we will use your Personal Information to respond to your request or inquiry.
- vii. Provide your email address or mailing address to us, we may use such address to send you notices of a transactional, administrative, or relationship nature or as required by law, such as notice of a material change in this Privacy Policy and/or the Terms of Use for our Services, notice of a security breach that affects your Personal Information stored by or for us, etc.
- f. For marketing and advertising purposes, such as developing and providing promotional and advertising materials that may be useful, relevant, valuable, or otherwise of interest to you.
- g. To personalize your experience on our Services, such as presenting tailored content.
- h. To de-identify, anonymize and/or aggregate Personal Information collected through our Services and use it for our business purposes.
- i. To find and prevent fraud and respond to trust and safety issues that may arise.
- j. For compliance purposes, including enforcing our Terms of Use or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency; and
- k. For other purposes for which we provide specific notice at the time the Personal Information is collected

### 3. Disclosure to Third Parties outside Cricut

We share or otherwise disclose Personal Information we collect from or about you as described below or otherwise disclosed at the time of the collection.

- a. Disclosure to Affiliates. We may share any Personal Information we receive with our affiliates for any of the purposes described in this Privacy Policy.
- b. Disclosure to Co-Sponsors. From time to time, we may co-sponsor (online and offline) events and/or product/service offerings with non-affiliated third parties. If you participate in such co-sponsored events or offerings, any Personal Information we collect from you based on your participation may be shared with our co-sponsors who may use such Personal Information for their own marketing and advertising purposes.
- c. Disclosure to Service Providers. We may disclose your Personal Information to our outside vendors, service providers and contractors who need to access such Personal Information in order to perform their services (including, without limitation, transaction/payment processing, financing offers, order fulfillment, survey/contest/sweepstakes administration and prize fulfillment, data research and analysis, data collection and processing, data storage, data security, hosting and technical support for our Services, and marketing and advertising support) to us (hereinafter collectively as "Service Providers"). For example, we may use a marketing firm to conduct online surveys from time to time.
- d. Disclosure to Other Users. Please note that any Personal Information that you post in any public, community, or interactive areas on our Services (e.g., chat rooms, bulletin boards, message boards, and discussion groups) will be accessible to, and may be collected and used by, others and may result in unsolicited or unwanted messages or contact from others. Accordingly, please exercise caution when providing Personal Information in any public, community, or interactive areas on our Services.
- e. Disclosure to Analytics Partners. We use analytics services such as Google Analytics to collect and process certain analytics data. These services may also collect Personal Information about your use of other websites, apps, and online resources. You can learn about Google's practices by going to <a href="https://www.google.com/policies/privacy/partners/">https://www.google.com/policies/privacy/partners/</a> and opt-out of them by downloading the Google Analytics opt-out browser add-on, available at <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a>.

- f. Disclosure to Advertising Partners. We work with third-party advertising partners to show you ads that we think may interest you. These advertising partners may set and access their own cookies, pixel tags and similar technologies on our Services and they may otherwise collect or have access to your Personal Information which they may collect over time and across different online services. Some of our advertising partners are members of the Network Advertising Initiative (<a href="http://optout.networkadvertising.org/?c=1#!/">http://optout.networkadvertising.org/?c=1#!/</a>) or Digital Advertising Alliance (<a href="http://optout.aboutads.info/?c=2&lang=EN">http://optout.aboutads.info/?c=2&lang=EN</a>). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member companies.
- g. Disclosure As Required by Law and Similar Circumstances. We may access, preserve, and disclose your Personal Information to others if doing so is required by law or, in our good faith belief, is reasonably necessary to: (i) comply with legal process (including a court order or subpoena); (ii) cooperate with law enforcement; (iii) enforce this Privacy Policy and/or the Terms of Use for our Services; (iv) respond to an emergency; or (v) protect the rights, property, or safety of Cricut, one or more members of our users and members, and/or the public.
- h. Disclosure in a Merger, Sale, or Other Asset Transfers. In addition, we may disclose and transfer your Personal Information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we (or parts of our businesses) are sold or transferred to, merged with, or acquired by a third party. Upon such transfer, the privacy policy of the acquiring entity may govern the further use of your Personal Information.
- i. Disclosure with Consent. We may also disclose Personal Information from or about you or your devices with your permission.

### 4. Your Choices

- a. Information Access. If you wish to check, update, or correct your Personal Information (such as name, address, phone number, or payment information) previously provided to us, you may send your request to us via email at <a href="mailto:privacyrequest@cricut.com">privacyrequest@cricut.com</a> or via postal mail at Cricut, Inc. Attn: Privacy Data Processor, 10855 South River Front Parkway, Suite 300, South Jordan, Utah U.S.A. 84095. We will endeavor to process your request as soon as possible after receipt. Also, if you have an active account on our Services, you may log in to your account to review, update, and correct your account information. For other Personal Information, we will provide you with access, except as follows; (i) we may decline to process requests that are frivolous/vexatious, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by law.
- b. Opt-Out for Email Marketing. You can unsubscribe from receiving marketing emails from us by sending your request to us via email at privacyrequest@cricut.com or via postal mail at Cricut, Inc. Attn: Privacy Data Processor, 10855 South River Front Parkway, Suite 300, South Jordan, Utah U.S.A. 84095, or by using any opt-out means (e.g., an "unsubscribe" link) provided in a marketing email. Please note, however, that unsubscribing will not stop email communications from us relating to your Transaction or Request, of a transactional, administrative or relationship nature, or as required by law, such as notice of a material change in this Privacy Policy and/or the Terms of Use for our Services.
- c. Cancellation of Account/Deletion of Information. If you wish to cancel your account on our Services and delete your Personal Information previously provided to us, you may do so by (1) <a href="mailto:logging">logging into your Cricut account</a> and selecting "Delete Account", or (2) sending your request in writing to us via email at <a href="mailto:privacydelete@cricut.com">privacydelete@cricut.com</a>. Doing so by way of your Cricut account settings happens systematically, whereas doing so via e-mail may require identity verification and will be processed as soon as possible after receipt.

  Notwithstanding the above, we reserve the right to retain your Personal Information if doing so is required by law or to comply with legal process (including a court order or subpoena), a legitimate law enforcement need, or for legitimate business purposes.
- d. Regional-Specific Privacy Rights. For additional disclosures of your privacy rights for residents in specific regions or countries, including California, the European Economic Area (EEA) & United Kingdom (UK), and the mainland of People's Republic of China, please review our Regional-Specific Privacy Notices page.

# 5. <u>Data Retention</u>

We make it a priority to protect your Personal Information and to use it in the way our members would expect us to. Your Personal Information is retained to allow for financial transactions and to allow Cricut to provide our Services for up to 5 years after you have actively engaged with our Services, or until you request otherwise, unless we are required by law to keep this Personal Information for a longer period. When determining the specific retention period, we take into account various criteria, such as the type of service provided to you, the nature and length of our relationship with you, and mandatory retention periods provided by law and the statute of limitations.

#### 6. Security

Cricut understands the importance of protecting the security and integrity of Personal Information shared with us and will endeavor to safeguard your Personal Information. It is also important for you to protect against unauthorized access to your password and to your computer. We urge you to keep your account login information in a safe place and not to divulge it to anyone. Also, remember to sign off your account and close your browser window when you have finished your visit. This is to ensure that others cannot access your account, especially if you are sharing a computer with someone else or are using a computer in a public place such as a library or an Internet cafe.

Unfortunately, however, no data transmission over the Internet and no data storage can be 100% secure. Consequently, while Cricut will endeavor to safeguard your Personal Information, Cricut cannot guarantee the absolute security of such Personal Information.

### 7. <u>Use of Cookies & Similar Tracking Technologies</u>

We treat information collected by cookies and other technologies (such as pixel tags and web beacons) as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered Personal Information by local law, we also treat these identifiers as Personal Information.

Cookies. We may send cookies, which are small pieces of data, to your web browser to facilitate your use of our Services. Cookies help us deliver content specific to your interests and permit our servers to recall information from your prior visits to our Services. Cookies are also used to direct members to social ads and initiate emails based on your shopping preferences. We may use information collected from cookies together with Personal Information we have collected from you. You can choose whether to accept cookies by adjusting the settings of your browser. If your browser is set to reject cookies, you may not have full functionality of all areas within our Services. By using our Services, you consent to our use of cookies and our processing of Personal Information collected through such cookies, in accordance with this Privacy Policy. You can withdraw your consent at any time by deleting placed cookies and disabling cookies in your browser, or as explained below. You can change your browser settings to block or notify you when you receive a cookie, delete cookies, or browse our Services using your browser's anonymous usage setting. Please refer to your browser instructions or help screen to learn more about how to adjust or modify your browser settings. If you do not agree to our use of cookies or similar technologies which store information on your device, you should change your browser settings accordingly

Below is an overview of the types of cookies we and third parties may use to collect information.

- Strictly necessary cookies. Some cookies are strictly necessary to make our Services available to you. We cannot provide you with our Services without this type of cookies.
- Functional cookies. These are used to recognize you when you return to our Services. This
  enables us to adapt our content for you, and remember your preferences (for example, your
  choice of language or region).
- Analytical or Performance cookies. We also use cookies for website and app analytics
  purposes in order to operate, maintain and improve our Services. We may use our own
  analytics cookies or use third party analytics providers such as Google Analytics to collect
  and process certain analytics data on our behalf. These providers may also collect
  information about your use of other websites, apps, and online resources.

Where required by local law, we obtain your consent to use cookies.

Web Beacons. Web beacons are small bits of code embedded in web pages or in emails. We may use web beacons to deliver or communicate with cookies, to count users who have visited a web page, and to understand usage patterns. We also may include web beacons in emails to learn if messages have been opened, acted on, or forwarded. Web beacons cannot be declined when

delivered via a regular web page. However, web beacons can be refused when delivered via email. If you do not wish to receive web beacons via email, you will need to disable HTML images or refuse HTML (select Text only) emails via your email software.

Third-Party Advertisements. We also may use third-party advertisements and advertisers on our Services. Some of these advertisers may use technology such as cookies and web beacons when they advertise on our Services, which will also send these advertisers (such as Google through the Google AdSense program) information including your IP address, your ISP, and the browser you used to visit our site. This is generally used for geotargeting purposes (showing New York real estate ads to someone in New York, for example) or showing certain ads based on specific sites visited (such as showing cooking ads to someone who frequents cooking sites).

#### 8. Third-party Websites and Third-party Applications

Our Services may (i) contain links to third-party sites; and (ii) include applications that are developed and hosted by third parties that are not owned or controlled by or affiliated with Cricut. Cricut is not responsible for the privacy practices of such third-party sites or applications. Once you enter such a third-party site or enlist such a third-party application, this Privacy Policy will no longer apply, and any Personal Information collected from or about you on that third-party site will be governed by the privacy policy of that third-party. You access such third-party sites and applications entirely at your own risk. We encourage you to read the privacy policy for a third-party site and application before disclosing any Personal Information on such site.

#### 9. International Visitors

Our Services are hosted in the United States and intended for visitors located within the United States. If you choose to use our Services from the European Economic Area, the United Kingdom, or other countries or regions of the world ("Other Regions") with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your Personal Information outside of those regions to the United States for storage and processing. We may transfer Personal Information from Other Regions to the United States as needed to perform our Services that you have requested from us, or with your consent. Also, we may transfer your data from the U.S. to Other Regions in connection with storage and processing of data, fulfilling your requests, and operating our Services. By providing any Personal Information on or to our Services, you consent to such transfer, storage, and processing.

For additional disclosures for specific regions or countries, please review our <u>Regional-Specific Privacy Notices page</u>.

# 10. Children's Privacy

Our Services are not designed or intended for children under the age of 18 years of age, and we do not knowingly collect, maintain, or use Personal Information from children under 18. Children under the age of 18 are not permitted to register on our Services. If you learn that a child has provided us with Personal Information in violation of this Privacy Policy, then you may alert us at <u>privacyrequest@cricut.com</u>.

# 11. Changes to Privacy Policy

We reserve the right to modify this Privacy Policy from time to time in our sole discretion. For example, we may amend this Privacy Policy in order to address new developments in applicable consumer privacy laws, or to conform to changing industry practices. If we materially change the ways in which we use or share Personal Information previously collected from you through our Services, we will announce and post such changes on our Services for the general public. If you are a registered user, we may also notify you of the changes via email and may ask you to affirmatively consent to and accept the changes at the time of your next account login on our Services. By continuing to use our Services, you are bound by this Privacy Policy as modified.

## 12. Our Contact Information

Should you have questions about this Privacy Policy or our Personal Information collection, use and disclosure practices, you may contact us as follows: <u>privacyrequest@cricut.com</u> orvia postal mail at Cricut, Inc., Attn: Privacy Data Processor, 10855 South River Front Parkway, South Jordan, Utah 84095, USA.

About Cricut Products

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Warranty

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Sign Up

Contact us: 1-877-7CRICUT

(1-877-727-4288)

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TO THE MOVIES, WONDER WOMAN, WONDER WOMAN 1984, ARROW, BATWHEELS, BATWOMAN, BLACK LIGHTNING, DOOM PATROL, THE FLASH, HARLEY QUINN, LEGENDS OF TOMORROW, STARGIRL, SUPERGIRL, SUPERMAN AND LOIS, TEEN TITANS GO!, TITANS, YOUNG JUSTICE, WATCHMEN, PEACEMAKER and all related characters and elements ⊚ & ™ DC and Warner Bros. Entertainment Inc. (sXX); All DC characters and elements © & ™ DC. (sXX); A CHRISTMAS STORY, TOONAMI, CASABLANCA, CAPTAIN PLANET AND THE PLANETEERS, THE WIZARD OF OZ and all related characters and elements © & ™ Turner Entertainment Co. (sXX); ELF, DUMB AND DUMBER and all related characters and elements © & ™ New Line Productions, Inc. (sXX); FROSTY THE SNOWMAN and all related characters and elements © & ™ Warner Bros. Entertainment Inc. and Classic Media, LLC. Based on the musical composition FROSTY THE SNOWMAN @ Warner/Chappell Music, Inc. 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<sup>°</sup> Product financing and payment options are provided through Affirm and these lending partners: <u>affirm.com/lenders</u>. A down payment may be required and payment options depend on your purchase amount, are subject to an eligibility check and other exclusions, and may not be available in all states. Rates from 0% APR or 10-36% APR. For example, an \$800 purchase could be split into 12 monthly payments of \$73 at 15% APR, or 4 interest-free payments of \$200 every 2 weeks. CA residents: Loans by Affirm Loan Services, LLC are made or arranged pursuant to a California Finance Lenders Law license.

<sup>\*</sup>Discount applied in cart. Excludes machines and extensions, bulk, bundles, Protection Plans, and new products launched in the last 90 days. Holiday shipping deadline not a guarantee. Date is for estimated delivery before December 25. Actual delivery date may vary depending on origin, destination, time, and other conditions. Some restrictions apply. \*To qualify for "get \$20 when you spend \$100" promotion, customer must complete a transaction with a required \$100 minimum order subtotal between November 21 - December 02, 2023. Email address associated with the order must be subscribed to Cricut emails. Coupon is limited to one per customer. Order minimum is after all other discounts are applied. Offer ends 12/02/2023 at 11:59 pm MT. Coupon will be sent on December 17, 2023 and will be valid from December 17 - December 31, 2023. Coupon Details: Excludes Cricut Access. Coupon code can only be used on orders of \$50+. Coupon code does not work in Design Space. No cash value. Code expires 12/31/2023 at 11:59 pm MT and is non-transferable. One time use per customer.

<sup>\*\*</sup>Must be signed in with a valid Cricut Access account to participate in the sale. Discount applied in cart. Excludes bulk, bundles, and new products launched in the last 90 days.