

## Global Terms of Use

Last Updated: January 24, 2020

These Terms are effective as of January 24, 2020 and apply to all of our customers outside of North American, specifically our European customers.

### 1. **Introduction.**

Welcome to this American Eagle Outfitter's website. [www.ae.com/intl/en](http://www.ae.com/intl/en), which may be a desktop, mobile or tablet site or a mobile application, is owned and operated by American Eagle Outfitters, Inc.. (“AEO” and “we”, “us” or “our”), an entity organized and operating out of the United States, and its subsidiaries and affiliates. The following Global Terms of Use (these “Terms”) set forth the basic rules that govern your use of this Website. This “Website” includes all affiliated sites, mobile apps, and social media pages.

**Please ensure that you read these Terms in conjunction with our [Global Privacy Notice](#), our [Cookies Notice](#), and, if making a purchase via this Website, our [European Terms and Conditions of Sale](#), since all such policies collectively govern your use of and purchase from this Website. In case of conflict between the [European Terms and Conditions of Sale](#) and these Terms, the [European Terms and Conditions of Sale](#) prevail.**

### 2. **Your Acceptance of these Terms.**

- a. Please read these terms carefully before using this website. Your use of this website constitutes your agreement to be bound by them. If you do not agree to these terms, please do not use this website.
- b. The Terms are effective as of the date set forth above. AEO may change, edit, modify, delete, revise, or update these Terms at any time and from time to time. If registered users log-in after having been informed about the changes and do not object to them within thirty (30) days, the new Terms of Use are deemed accepted. The continued use of this Website by unregistered users after the Terms of Use have been updated, constitutes continued acceptance.

### 3. **Protection of Minors, Eligibility, Registered Accounts and Passwords**

- a. This Website as a whole is not directed to individuals under the age of sixteen (16). To sign up for newsletters, participate in sweepstakes/promotions and consent to cookies, we require consent of your parent or other legal representative if you are under the age of sixteen (16).
- b. If you are under the age of eighteen (18), you may only purchase our products on this Website with approval of your parent or other legal representative who agrees to be bound by these Terms. We may ask you to verify your age and you are required to answer truthfully. If you do not meet the age limits above, we will ask for your parent's/legal representative's consent or deny the service.
- c. You are responsible for the personal protection and security of any password or username that you may use to access this Website, and you agree to:
  - i. create only one registered account on this Website;
  - ii. provide accurate, truthful, up to date and complete information when creating your account;
  - iii. maintain and promptly update your account information;
  - iv. maintain the security of your account by implementing a strong password (we recommend that passwords are a minimum of 8 characters long, contain a mixture of upper and lower case letters and numbers and are changed frequently), keep your password safe, not share your password with others and restrict access to your account and your computer;
  - v. promptly notify AEO if you discover or otherwise suspect any security breaches relating to this Website (including to immediately report a lost or stolen password and/or username to AEO); and
  - vi. take responsibility for all activities that occur under your account and accept all risks of unauthorised access, without prejudice to your statutory rights.

- vii. Without prejudice to Section 14, you are responsible for all direct or indirect damages and liable for all activity conducted on this Website that can be linked or traced back to your username and/or password and occurred, directly or indirectly, as a result of a breach of the requirements under iv. or v.

4. **Trademarks.**

The trademarks, trade names, trade dress, logos, and service marks (collectively, the "**Trademarks**") displayed on this Website are the registered and/or unregistered Trademarks of AEO, or such third party that may own the displayed Trademarks. Nothing contained on this Website or in these Terms serves to grant to you, by implication or otherwise, any license or right to use any Trademarks displayed on this Website without the written permission of AEO or such third party that may own the displayed Trademarks.

5. **Proprietary Rights.**

- a. The text, Trademarks, logos, images, graphics, photos, video files, application functionality, or any other digital media, and their arrangement on this Website (the "**Content**") are the property of AEO or an identified third party (*e.g.*, licensors) and may be subject to international patent, copyright, trademark and other intellectual property protection. You may not copy, sell, resell, modify, distribute, reproduce, transmit, publicly display, publicly perform, adapt or edit any of the Content except as specifically set forth in these Terms, but never for any commercial use.
- b. Access to, and use of, this Website are solely for your purchase of AEO products for personal use, information, education, entertainment, and communication with AEO. You may download, copy or print the Content of this Website for your personal non-commercial use only. However, systematic retrieval of Content from this Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from AEO is prohibited.
- c. No right, title or interest in any of the Content of this Website is transferred to you as a result of any downloading, copying, printing or use of this Website.

d. If you breach this **section 5** and/or **section 6** of the Terms, we reserve the right to immediately suspend or terminate your use of this Website and/or your registered account, and you must, at our option, return or destroy any copies of the Content or materials you have made.

## 6. **User Comments and Other Submissions.**

While AEO desires to receive feedback from its customers, please do **not** send AEO any unsolicited creative or original concepts, ideas, materials or products, confidential or proprietary information, or the like ("**Submission(s)**"). AEO is under **no** obligation to use or compensate you for your Submissions. AEO will **not** respond to you regarding your Submissions, and your Submissions will **not** be returned to you and will **not** be treated as confidential information.

## 7. **License to User Content**

This Website, which includes all affiliated sites, mobile apps, and social media pages, may provide you with the opportunity to submit, post, or display content, such as photos, images, text, materials, information, data, opinions, messages, notes, graphics, designs, social media posts or other social media assets, or any other content ("**User Content**", "User Generated Content", or "UGC") materials, sounds, music, information, data, videos, photos, images, opinions, messages, notes, text, graphics, designs, or other content ("**User Generated Content**", "User Generated Content" or "**UGC**"). You can do this either: (i) by uploading User Content directly to this Website; (ii) by responding #YESAE or #YESAERIE (or otherwise by responding in any affirmative manner) to our request for the right to use the User Content you post on Instagram or Twitter; (iii) or by sending us or otherwise permitting us to use User Content through any other means (collectively, "Submitting").

By Submitting User Content you automatically grant to AEO, its affiliates, assigns, licensees, and its third-party service providers (collectively, the "Licensed Parties") a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free, fully paid-up license to use that User Content and your image, likeness, username, social media handle, real name, caption, location or other identifying information in connection with your User Content, in any manner in the Licensed Parties' sole discretion, with no obligation to you whatsoever, for any lawful purpose, including, but

not limited to, any commercial advertising/marketing, in any manner or media now or later developed, offline and online, including, without limitation, the right to display, reproduce, modify, translate, create derivative works, distribute, assign, commercialize, and sub-license that User Content to third parties for their lawful uses and purposes. Licensed Parties are not obligated to feature, post or otherwise use any User Content, or to exercise any rights granted herein, but may do so at their sole discretion.

By Submitting User Content, you represent and warrant that: (i) you own or control unencumbered, transferable rights to your User Content; (ii) you have permission from all persons appearing in your User Content to allow you to provide the photo or video image of such persons as part of your User Content to the License Parties for commercial use; (iii) Licensed Parties' use of the your User Content will not violate or infringe any law or the rights of any third party; and (iv) that you have reached the legal age of majority in your jurisdiction of residence. If your User Content shows a child that is under the age of majority in their state of residence, you represent and warrant that either you are the parent or legal guardian of such child or that you have written permission from the child's parent or legal guardian to provide the photo or video image as part of your User Content to the Licensed Parties for commercial use.

By Submitting User Content, you hereby release, discharge and agree to hold Licensed Parties and any person acting on behalf of Licensed Parties from all actions, claims, damages, liabilities, costs and expenses arising out of the use by Licensed Parties of the User Content.

By Submitting User Content, you hereby release and discharge Licensed Parties from any and all obligation to pay you for any use of your User Content and any of the intellectual property and publicity rights contained therein.

**PLEASE NOTE:** If you delete your #YESAE, #YESAERIE or other affirmative approval post, or otherwise delete your User Content, your agreement to these Terms (including the rights and license grant to such User Content) will remain in effect.

**CONSENT TO PROCESSING OF YOUR PHOTO OR THE PHOTO OF YOUR CHILD**

By uploading and consenting, you agree that AEO uses your UGC for the purpose as explained in context of your upload. If your User Content shows a child that is under the age of majority in their state of residence, you represent and warrant that either you are the parent or legal guardian of such child or that you have written permission from the child's parent or legal guardian to provide the photo or video image as part of your User Content to the Licensed Parties for commercial use. You can withdraw this consent at any time by contacting us as set out in the section "Contact Us" below.

**8. No Endorsement or Liability for User-Generated or Third-Party Content.**

Although third-party content, submissions and/or UGC may be posted on this Website, the posting of such content does **not** constitute AEO's endorsement of it. AEO is **not** responsible or liable for any claim, including, without limitation, loss or injury to real, tangible, or intellectual property, violations of personal privacy or privacy rights, actual, consequential or punitive damages, personal injury, or wrongful death in connection with third-party content, Submissions and/or UGC. All of this only applies to the extent permitted by applicable law.

**9. Third-Party Links.**

- a. Third-party links on this Website may direct you to third-party websites that are not affiliated with AEO and which are not under our control ("**Third Party Sites**"). To the extent permitted by applicable law, we accept **no** liability for the content of any such Third Party Sites.
- b. Third Party Sites may be located in different countries, and those websites and the products sold on those websites may be subject to another country's laws and/or regulatory or product safety requirements. AEO is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions ("**Third-Party Products**") made in connection with any Third Party Sites.
- c. Please review carefully the policies and practices of Third Party Sites and make sure you understand them before you use such sites and/or engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party Sites and/or Third Party Products should be directed to the appropriate third party.

10. **Prohibited Uses.**

- a. In addition to other prohibitions as set forth in these Terms, you are prohibited from using this Website and/or its Content for reasons including, but not limited to, the following:
- i. for any unlawful purpose;
  - ii. to solicit others to perform or participate in any unlawful acts;
  - iii. to violate any international, national, federal, or state regulations, rules, laws, instruments or local ordinances;
  - iv. to infringe or violate our intellectual property rights or the intellectual property rights of others;
  - v. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability or political persuasion;
  - vi. to submit false or misleading information;
  - vii. to upload, unless specifically requested by AEO upon your consent, any “sensitive” personal information about yourself or another person (including, but not limited to, information that relates to health or medical conditions, information concerning trade union membership, sex life, political opinions, criminal charges or convictions, religious beliefs, racial or ethnic origin, or other sensitive matters);
  - viii. to upload or transmit viruses or any other type of malicious code that will or may be used in any way to affect the functionality or operation of this Website, other websites, or the Internet;
  - ix. to collect or track the personal data of others;
  - x. to spam, phish, pharm, pretext, spider, crawl, or scrape;
  - xi. for any obscene or immoral purpose; and

- xii. to interfere with or circumvent the security features of this Website, other websites, or the Internet.

This list is in no way exhaustive. We reserve the right to terminate your use of this Website for violating any prohibited uses (including those listed above).

**11. Website Updates.**

- a. AEO undertakes no obligation to update, amend or clarify information on this Website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on this Website should be taken to indicate that all information on this Website has been modified or updated. Please remember when reviewing information on this Website that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on this Website to become inaccurate or incomplete.
- b. On occasion, information on this Website may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions related to product availability, special offers, product promotions, pricing information, product descriptions, or product shipping charges and transit times. Unless as set forth otherwise in our European Terms and Conditions of Sale (the “**Terms of Sale**”), AEO reserves the right to, at any time without prior notice, correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on this Website is inaccurate (including after you have submitted your order).

**12. Product Information and Availability.**

- a. All European sales processed via this Website are governed by the European Terms and Conditions of Sale. Please read the Terms of Sale carefully before you purchase any products and/or services from AEO. By ordering products through our Website, you agree to be bound by and accept the Terms of Sale. We may change or update the Terms of Sale from time to time so please review the Terms of Sale before you make a purchase from this Website.

- b. All information (including descriptions and pricing) about products, property and services included in or available through this Website, including any links to other sites, is provided in good faith and for information purposes only, and are subject to change at any time without notice at the sole discretion of AEO. AEO reserves the right to discontinue any product at any time. Any offer for any product or service made on this Website is void where prohibited.
- c. The products sold through this Website are intended to comply with the United States of America's laws and regulations. Please note, some products cannot be shipped to certain jurisdictions. Please be aware of specific local laws, regulatory requirements, and product safety requirements.
- d. AEO reserves the right, but is not obligated, to limit the sales of its products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis and subject to applicable laws. We reserve the right to limit the quantities of any products or services that we offer.

13. **Resale of Product.**

This Website sells products to retail consumers **only**. You shall not use this Website to purchase products for re-sale or export. AEO reserves the right to immediately bar access to this Website and terminate your registered account if you violate this provision. Additionally, AEO may also refuse to accept returns of such products.

14. **Limitations on Liability**

- a. You acknowledge, by your use of this website, that such use is at your sole risk, and you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment that you use in connection with your use of this website.
- b. Access to and use of this Website is at your own risk and we do not warrant that the use of the Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. Subject to applicable laws, we accept no liability for viruses or other computer contaminants. You are recommended to take all appropriate

safeguards (such as installing appropriate anti-virus software) and firewalls before downloading information or images from this website.

- c. AEO is liable for damages in the event of personal injury or death, intent or gross negligence.
- d. We shall, however, not be liable to you for any of the following (whether or not we were advised of, or knew of, the possibility of such losses) whether arising from any claim arising out of or in connection with the use of this Website, including without limitation, under any tort, including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement or under any statute or otherwise:
  - i. Any unforeseeable losses;
  - ii. Any loss or damage related to your use of or inability to use our website, including without limitation, failure of performance, error, omission, interruption, computer virus, or network or internet failure;
  - iii. Any losses or damages arising out of changes made to the content of this website by unauthorised third parties; or
  - iv. Any delay in, or failure of, performance of our obligations under these terms arising from any cause beyond our reasonable control including any of the following: act of god, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

**15. Disclaimer For Warranty.**

- a. Except for cases of fraud or fraudulent misrepresentation, the content provided on this Website is provided "as is" and "with all faults". AEO makes no warranty or representation, either express or implied, as to its use, availability, content accuracy, appropriateness or performance of this Website. AEO makes no representation that the content appearing on or downloaded from this website is compatible with your computer or free from error or viruses. No AEO employee,

agent or representative is authorized to modify or amend this warranty. To the extent allowable by existing applicable law, AEO disclaims all other warranties, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, with respect to this website and its content.

AEO reserves the right to alter or remove website content, or suspend or terminate your use in any way, at any time, for any reason with prior notice and for good cause without prior notification.

**16. Indemnification.**

Insofar as permitted by law, you agree to indemnify and hold AEO, its directors, contractors, officers, employees, agents, and affiliates harmless from and against any and all claims, damages, costs, liabilities and expenses (including attorney fees) arising from your use of this website or breach of these Terms.

**17. Termination.**

AEO may terminate the Terms at any time and may do so immediately without notice, and accordingly deny you access to this Website. Upon any termination of these Terms by either you or AEO, you must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as copies of such materials, whether made under these Terms or otherwise. Notwithstanding anything in these Terms to the contrary, the parties understand and agree that all provisions of the Terms that may require continued performance, compliance, or effect beyond the termination date of these Terms will survive termination of the Terms and will be enforceable by the parties, including but not limited to **Sections 2, 5, 6, 8, 15, 16, 17, 18, and 19.**

**18. Severability**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be severable from these Terms and shall not affect the validity and enforceability of the remaining provisions.

19. **Choice of Law and Forum.**

These Terms will be governed and construed in accordance with the laws of the USA insofar as these comply with EU consumer protection requirements. If US law does not provide an adequate level of consumer protection or does in any other way not comply with requirements of EU laws, EU regulations and/or accordant Member State law shall be applicable additionally.

20. **Notice and Consent to Electronic Communications.**

When you visit this Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

21. **Privacy and Cookies.**

AEO is committed to protecting the privacy of the visitors to this Website. For information on how personal data is collected, used and disclosed by AEO in connection with your use of this Website, please consult our Global Privacy Notice and our Cookies Notice which are incorporated into these Terms by reference.

22. **Payment Processing.**

By agreeing to the Terms, you consent that depending on the type of payment method used, the payment processing services for goods and/or services purchased on this Website are provided by AE Direct Co. LLC. In the event you choose to pay with a credit card and the payment will be processed via a European acquirer, these Terms are an agreement between you and AE Direct Co. LLC at principal address, 77 Hot Metal Street, Pittsburgh, Pennsylvania 15203, United States.

23. **Contact Us.**

Should you have any questions concerning these Terms, or if you desire to contact AEO for any reason, please contact us at [privacy@ae.com](mailto:privacy@ae.com) or 1.724.779.5599.