

## **Real Rewards by American Eagle & Aerie™ Rewards Program Terms and Conditions for Mexico**

The Real Rewards by American Eagle & Aerie™ Rewards Program (the “Program” or the “Real Rewards program”) is American Eagle Outfitters’ (“AEO”, “We” or the “Company”) rewards program in which members earn points on purchases (after discounts and before taxes and fees and shipping and handling) made at American Eagle Outfitters, Aerie, and OFFLINE by Aerie stores located in Mexico and certain online transactions through AEO’s owned and operated Mexico e-commerce channels. See “Earning Points” section for details. For every 2,500 points earned by a member, a \$100 M.N. (one hundred Mexican pesos 00/100) Reward is issued, good for use at American Eagle Outfitters stores, Aerie stores, OFFLINE by Aerie stores, AEO Factory stores, Aerie Factory stores, through online transactions on AEO’s owned and operated Mexico online channels (including purchases made through the Mexico AEO | Aerie mobile app) and via direct phone orders in Mexico (each an “AEO Mexico Location”, collectively the “AEO Mexico Locations”) in Mexico. Additional benefits include: an exclusive birthday offer and other member-only sales / events that will be announced by AEO in the future, in its sole discretion. See “Rewards” section for details.

### **General**

The Real Rewards program membership is open to legal residents of Mexico who as of the date of their membership, are at least 18 years of age or older. By joining the Program and becoming a member, you represent that you are at least 18 years of age, that you understand you can earn benefits as a member of the Real Rewards program and that you have read and agree to these Real Rewards program Terms and Conditions, the [Terms of Use](#) and [Privacy Policies](#) (collectively, “Terms”). These Terms are void where and to the extent prohibited by law.

If you are under 18 years of age and wish to participate in the Real Rewards program membership, a parent’s or guardian’s consent must be given to the Terms in the corresponding section of such Terms. AEO will not be responsible for any false information provided.

The Program is digitally operated. AEO sends Program-related information to the email address that you associate with your account. All Program emails will be sent from [AE@e.ae.com](mailto:AE@e.ae.com). If you would like to cancel your membership in the Program and opt-out of future emails you may do so at any time contacting contact us at 77 Hot Metal Street, Pittsburgh, PA 15203, USA or email us at [RealRewards@ae.com](mailto:RealRewards@ae.com).

Updates to the Program Terms and Conditions (“Terms”) will be published on the Real Rewards program website. The Terms contained on the Real Rewards program website will be the applicable Terms for the Program. You will be responsible for checking for updates to the Terms. These Terms may be amended from time to time, by AEO at its sole discretion, and will supersede all previous versions of these Terms. These Terms will be posted on <https://www.ae.com/realrewards/Terms>, or can be obtained by calling 1 (800) 340-0532.

Individuals under the age of 18 years (“Eligible Minors”) are required to get a parent or legal guardian’s permission before joining the Program. Eligible Minors may only participate under the supervision of a parent or legal guardian who agrees to be bound by these Terms. AEO will investigate any suspected violation of this provision, which may result in immediate termination of the Program account and forfeiture of corresponding benefits, points, credits, and Rewards.

These Terms apply to your membership and participation in the Real Rewards program in Mexico, which is operated by AEO Management Co. and its parent, subsidiaries, affiliated

companies, and third-party service providers (collectively, “Administrators”). Points, credits and Rewards have no cash value or other monetary value.

The Program and its benefits are offered at the sole discretion of Administrators. Administrators reserve the right at any time without notice, including retroactively, to expand, alter, terminate, modify, limit, continue or discontinue the Program or merge the Program, or any part of the Program, into another rewards program at a later date. In the event that the Program is discontinued or merged into another rewards program before you have accumulated enough points or to earn a Reward, AEO may determine (in its sole discretion at any time) that any unused points or other benefits cannot be carried over into any new program. Similarly, and unless otherwise determined by AEO (in its sole discretion at any time), you will not be entitled to any compensation (in any form whatsoever) for any unused points and the points may have a lesser or different value under any new program.

In order to enroll into the Real Rewards program, you have to provide your name and a unique email address that you have the right to use. Only one Real Rewards program membership may be associated with a single email address. You may have one and only one Real Rewards program membership. There is no fee to join the Real Rewards program, and a purchase is not required to become a member. By providing your information, you consent to Administrators collecting, using and sharing your information in accordance with AEO's Privacy Notices; your information will be used to tailor content to you and your interests.

#### *Employee Participation*

Employees, officers, and directors of Administrators (collectively the “associates”) are eligible to participate in the Program. Participation by associates is entirely voluntary and is not a condition of employment. There are no expectations that an associate will sign-up for the program, actively participate, or maintain a membership.. Should associates choose to participate, they are subject to all terms of the Real Rewards program, as well the following additional terms:

Associates may not use their Real Rewards program membership on any transactions other than their own purchases. Any violation of this policy or suspicious use of the Real Rewards program membership may result in: the closure of the associate's Real Rewards program account, forfeiture of all current Real Rewards program benefits and removes their capability to participate in all current and future evolutions of the Program, and disciplinary action up to and including termination of employment. Fraudulent, abusive, or improper conduct in connection with the Program may also result in disciplinary action up to and including termination.

Any promotion offering a percent-off discount, whether a single item or a discount on a total purchase, may not be used in combination with the AEO Associate Discount. The associate must choose whether to use their associate discount or the specific offer/member discount on each transaction.

#### **Term of the Real Rewards Program**

Real Rewards program will start the day you activate your account and will last as long as such account remains active (as explained in these terms), or as otherwise announced by AEO.

#### **Keeping Your Account Active**

Points earned will not expire so long as you maintain an active account (“Active Account”). An Active Account is maintained as long as at least 1 qualifying purchase (as defined below) is made within a 375-day rolling period. If no qualifying purchase is made in a 375-day rolling

period, all points will be expired and your account will be deactivated (by AEO in its sole discretion). A deactivated account is defined herein as an 'Inactive Account.'

The following activities qualify to keep account active (each a "Qualifying Activity", collectively "Qualifying Activities"):

1. Making a qualifying purchase within a 375-day rolling periods at any AEO Mexico Location

All decisions made pursuant to the following section are at AEO's sole and final discretion.

### **Reactivating Your Account**

To reactivate an Inactive Account, you must make a qualifying purchase at any AEO Mexico Location ("Reactivating Activity"). All previous earned points will be expired and new points will begin to accumulate as from the reactivation of your account. All decisions made pursuant to this section are at AEO's sole and final discretion.

### **Account Limitations**

Limitations (including but not limited to reviewing, freezing, suspending, deactivating or terminating an account) are implemented to help protect AEO, its customers, and its Real Reward program members when AEO notices activities that appear as unusual or suspicious. Limitations also help AEO collect information necessary for keeping your Real Rewards program membership open.

Please note when AEO notices, or otherwise suspects or is informed of any potential unusual or suspicious activity is occurring with regard to or related to your account, AEO reserves the right in its sole discretion to apply limitations (including but not limited to reviewing, freezing, suspending, deactivating, and/or terminating your account), with or without notice to you.

Should you notice or suspect that limitations have been applied to your account, please call 1 (800) 340-0532 or email us at [RealRewards@ae.com](mailto:RealRewards@ae.com). All decisions made pursuant to this section are at AEO's sole and final discretion.

## **Earning Points**

### **Overview**

Points will be earned for qualifying purchases made at any AEO Mexico Location. Regardless of AEO Mexico Location, the qualifying amount ("net qualifying purchase") for earning points is the transaction total for qualifying merchandise. No points are issued for gift card purchases and/or charitable items or contributions. Points will be applied to the loyalty account that is provided for each transaction at checkout. Points are calculated for your order after any and all discounts and/or rewards have been applied, but before sales or other taxes, state fees, and shipping charges (collectively "Taxes and Fees") have been applied. Points will be applied to the loyalty account provided for each transaction.

Please note, points will not be earned for, and points and/or Rewards will not be redeemed at: (a) any purchases made via channels other than AEO Mexico Locations; (b) any purchases made via any US-based AEO stores or US online transactions; or (c) any purchased made via any AEO licensee, franchise partner, international partner, or market place (including but not limited to purchases from Liverpool, **Coppel**, and Mercado Libre).

Similarly, Rewards are not valid for use at: (a) any channels other than AEO Mexico Locations; (b) any US-based AEO stores or via US online transactions; or (c) any AEO licensee, franchise partner, international partner, or market place (including but not limited Liverpool, **Coppel**, and Mercado Libre) channels.

### **Specific Points Benefits**

- **Standard Points Earning:** As a Real Rewards program member, you earn points for every qualifying \$1 M.N. (one Mexican peso) spent, rounded to the nearest peso.
  - Members earn 1 point per peso
- **Earning Double Points on Qualifying Jeans:** For purchases of qualifying jeans, you earn double points for every qualifying \$1 M.N. (one Mexican peso) spent, rounded to the nearest peso:
  - Members earn 2 points per peso;

For purposes of earning double points, qualifying jeans exclude third party and all other denim items, such as jackets, skirts, shorts and shirts.

Please note, the awarding of double points is limited to the qualifying peso amount spent on qualifying jeans (and not to the entire transaction at issue). For example: if your transaction at an AEO Mexico Location AEO Mexico Location includes both a pair of qualifying jeans and another qualifying item, you will receive: (a) double points for the qualifying jean; and (b) standard points for the qualifying item.

- **Additional Points Opportunities:** Administrators may, in their sole discretion, establish and offer limited-time opportunities to earn additional bonus points. However, Administrators are under no obligation to either establish or offer any additional bonus points. Some point-earning opportunities may be based on other actions (e.g., updating profile information, downloading the AEO | Aerie mobile app) on an ongoing and/or promotional basis. These opportunities will be featured on AEO digital channels (including the AEO website or the Real Rewards program website or), and will be subject to their own terms and conditions communicated in any way, without notice, at any point in time, by the sole discretion of the Administrators.

## Returns and Exchanges

When a member returns merchandise or exchanges for items of lesser items those returned items will also see a deduction of the point balance earned for that purchase. If such is the case, points, credits, benefits earned on any purchases at AEO Mexico Location AEO Mexico Locations, will be deducted from your Real Rewards program member account in the case of a return or exchange.

## Missing Transactions

In order to request missing points for a net qualifying purchase, you must have the receipt information available, which includes: (1) store number (2) transaction number or online order number (3) register number and (4) date of purchase.

You may request a credit for any transactions that are missing from your account within, sixty (60) days of the original purchase date. To request credits, go to the website <https://www.ae.com/us/en/myaccount/real-rewards/earning-history> and fill out the Missing Points form. Other options include filling out the form in the AEO | Aerie mobile app or calling 1 (800) 340-0532.

If new to the Real Rewards program, you may request credit for transactions made within 7 days prior to the day you enrolled in the Program, as long as you request them within 60 days of the original purchase date.

**Rewards**

**Overview**

Rewards are for discounts off future eligible purchases at AEO Mexico Locations (unless otherwise specified) (each a “Reward”, collectively “Rewards”). Rewards may contain terms and conditions that must be completed prior to use or may contain other limitations that will be applied during use, which will be clearly displayed to members in due time.

Rewards are automatically generated and typically issued at least monthly. There is a no waiting period on points after purchases are made, before they become eligible for reward issuance. You should typically receive your Reward within 30 days after you have reached the reward threshold. Returns made after rewards are issued will result in a negative points balance regardless of reward use.

Rewards may not be given, transferred or sold. You may be asked to present proof of membership or identification to use your Reward.

Unless otherwise indicated on the Reward, Rewards will expire at 11:59 PM Eastern Time on the expiration date reflected on the Reward certificate (this date is set as 60 days from the date of issuance, rather than the date the Reward was received by you).

**Reward Types**

- **Dollar-Off Reward:** For every -2,500 points you earn, you’re eligible for a \$100 M.N. (one hundred Mexican pesos) Off Reward. Peso-Off Rewards will be issued in-\$100 M.N. (one hundred Mexican pesos ) increments, from an initial \$100 M.N. (one hundred Mexican pesos) increment up to a \$1,200 M.N. (one thousand two hundred Mexican pesos) increment. More than 1 Peso-Off Reward may be issued at a time. A summary of the Peso-Off Rewards and points required to earn is included below:

Peso-Off Rewards	Points Required to Earn
MXN\$100	2,500
MXN\$200	5,000
MXN\$300	7,500
MXN\$400	10,000
MXN\$500	12,500
MXN\$600	15,000
MXN\$700	17,500
MXN\$800	20,000
MXN\$900	22,500
MXN\$1,000	25,000
MXN\$1,100	27,500

MXN\$1,200	30,000
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- You may use your Peso-Off Reward for regular, marked down or clearance merchandise. The Peso-Off Rewards may not be used for the purchases of gift cards or charitable items. The Rewards cannot be used toward third-party, Todd Snyder, gift cards or charitable items. Rewards will be subject to its own terms and conditions outlined on the Reward as well as this Program terms and conditions. If the total purchase amount upon which the Reward is applied is less than the amount of the Peso-Off Reward, the difference will be forfeited after the transaction is completed. Other exclusions and restrictions may apply, see terms and conditions on the Reward certificate for more information.

You must provide a current, unique to the program, email address that you have authority to use to be an active member in the program and receive program benefits. You could receive some Rewards and program benefits via email, text, the website and/or the AEO | Aerie Mobile app, so to get the most of the program, it is recommended that members opt in to all communication channels. You are responsible for ensuring that your email, mobile number, and app stay updated, opted-in, and deliverable. Rewards will not be mailed. Any member requesting, or otherwise requiring, a mailed reward will need to contact [RealRewards@ae.com](mailto:RealRewards@ae.com) or call 1 (800) 340-0532.

### **Redeeming Rewards**

Please know, as the member earning rewards, only you may redeem or use your rewards. These rewards are intended for only you. Additionally, for security and fraud purposes, we may ask for an additional level of validation (in-store and online) prior to redeeming (*i.e.*, sign into your AEO account; enter your email address; ID, etc.)

### **Member Communications**

Administrators reserve the right to communicate and make promotional offers and benefits available to members, based on their purchase activity, Program participation or other factors. If such is the case, Administrators will display and make available to members the terms and conditions of such promotional offers.

*EMAIL:* By providing your contact information, you agree to receive marketing communications, including offers, benefits and promotional messages related to your membership, from the Real Rewards program. You may unsubscribe from/opt out of receiving marketing and promotional communications at any time by emailing [RealRewards@ae.com](mailto:RealRewards@ae.com) or calling 1 (800) 340-0532. If you opt out of marketing communications, you will still receive your core benefit program Rewards and exclusive birthday offer coupons to all deliverable email addresses associated with your account, and you will not receive additional program promotions, reward opportunities and offers. If you no longer want to receive your rewards and birthday coupon offers, you will need to call and request your account be closed.

### **Birthday Benefit**

As a member, you'll receive annually, a one-time use, birthday offer of \$100 M.N. (one hundred Mexican Pesos) off a single total purchase within your birthday month. The birthday offer will typically be sent on or around the first day of your birth month. To redeem the birthday offer, you must present the birthday offer discount coupon sent via email or text. You may also access your birthday offer via your online account on [ae.com/mx/es](http://ae.com/mx/es) or through the AEO | Aerie Mobile

App. The birthday offers are valid at participating AEO Mexico LocationAEO Mexico Locations. The birthday offers are for one-time use only. See coupon for additional terms and disclosures.

### **Membership Cancellation**

You may cancel your membership in the Program at any time by emailing [RealRewards@ae.com](mailto:RealRewards@ae.com) or by calling 1 (800) 340-0532. When you cancel your membership, you will forfeit all program benefits including existing/pending points and rewards.

### **Fraud**

The Program may not be used for reselling or profit. AEO will investigate any suspected violation of this provision, which may result in immediate termination of the Program account and/or forfeiture of corresponding points, benefits, and Rewards. AEO reserves the right to void Program accounts and/or Rewards, points, or benefits associated with anyone who has engaged in deception, forgery, fraud (including, without limitation, fraudulent use of the "Missing Points" feature or any type of earning for purchases not made by the member), or other abuses of the Program, including reselling clothing or Rewards, excessive earning on a single account, or violations of AEO intellectual property or other rights. Any corporations, groups, associations or commercial customers and others purchasing items for resale are not eligible for membership in the Real Rewards program. AEO may terminate any account that it determines in its sole discretion to be a corporation, group, association, commercial customer, or other entity purchasing items for resale. Multiple accounts corresponding to the same person will be subject to termination without notice. There may be only one account per person. If you have more than one account, AEO may terminate all accounts. If an account is terminated, all existing points, benefits and Rewards will be forfeited. Administrators reserve the right to deny or terminate membership if we deem your conduct to violate these Terms, program rules or general conditions.

### **Privacy Notices**

To administer the Program, you agree that we may collect and process identifiers (such as your name, email address and telephone number), personal characteristics (birth date) and commercial transaction information (your purchase history and Program points, credits, benefits and Rewards). If you are under 18 years of age, a parent's or tutor's consent to the below Privacy Notice will be required.

Please see the [Mexico Privacy Notice](#)

For more information, see our Terms of Use, or Contact Us.

### **Warranty and Limitation of Liability**

THE PROGRAM, ANY PLATFORM AND SYSTEMS USED BY ADMINISTRATORS TO PROCESS DATA OR OTHER INFORMATION RELATING TO THE PROGRAM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY

ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR PARTICIPATION IN THE PROGRAM AND THE RESULTS AND PERFORMANCE THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ADMINISTRATORS' CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT, IF ANY, PAID BY YOU TO USE THE PROGRAM. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS SHALL BE TO DISCONTINUE ANY USE OF THE PROGRAM.

YOU ACKNOWLEDGE AND AGREE, OR IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN ACKNOWLEDGES AND AGREES, BY YOUR MEMBERSHIP OR PARTICIPATION IN THE PROGRAM THAT ADMINISTRATORS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, COMPENSATORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGES TO PROPERTY OF ANY KIND ARISING OUT OF OR RELATED TO THE PROGRAM, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF ADMINISTRATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ADMINISTRATORS' AND THEIR OFFICERS', DIRECTORS' AND EMPLOYEES' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLY TO AND GOVERN THIS PROGRAM AND ANY CLAIMS RELATED TO THE PROGRAM OR THESE TERMS MUST BE EXCLUSIVELY RAISED AND RESOLVED IN THE COURTS LOCATED IN ALLEGHENY COUNTY, PENNSYLVANIA, UNITED STATES.

## **DISPUTES**

**Timing of Claims:** Any cause of action or claim you may have with respect to the Program (including, but not limited to, the purchase of products/services, the earning of points/rewards, etc.) must be commenced within one (1) year after the claim or cause of action arises.

**Voluntary Engagement:** You are always welcome to speak to a member of our Customer Care team at 1 (800) 340-0532 . They have the ability to resolve certain issues, and will gladly do so. You can reach out to them without any concern that you are giving up any of your rights.

**Arbitration or Small Claims Actions:** If We are not able to mutually resolve your issue through Voluntary Engagement (described above), You and AEO both agree to resolve disputes only by arbitration or in small claims court as discussed below. You understand that you are giving up the right to bring a claim in court or in front of a jury. While the procedures in arbitration may be different, an arbitrator can award you the same damages and relief, and must honor the same terms in this Agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. The same defenses are also available to both parties as would be available in court, including any applicable statute of limitations.

### **By participating in the Program, you agree that:**

- The Federal Arbitration Act (FAA) applies to this Agreement. Except for small claims court cases, any dispute that in any way relates to or arises out of your transactions with AEO,

including use of the ae.com Website (and/or participation in the Program through any of AEO Mexico Location AEO Mexico Locations), or from any product you receive from AEO, or from any advertising for any such products, including any disputes you have with our associates or agents, will be resolved by one or more neutral arbitrators before the American Arbitration Association (“AAA”). You can also bring any issues you may have to the attention of federal, state, or local government agencies and, if the law allows, they can seek relief for you.

- Unless you and AEO agree otherwise, the arbitration will take place in the county of your billing address. The AAA’s consumer arbitration rules will apply. You can get procedures, rules, and fee information from the AAA ([www.adr.org](http://www.adr.org)) or 800-778-7879. For claims of \$1,000 or less, you can choose whether you would like the arbitration carried out based only on documents submitted to the arbitrator or by a hearing in person or by phone.
- Alternatively, for claims within the jurisdictional limit of the small claims court in the state where your billing address is located, either you or AEO can choose to bring an individual action in small claims court instead of proceeding in arbitration. Furthermore, if the claims in any request or demand for arbitration could have been brought in small claims court, then either you or AEO may choose to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed by notifying the other party of that choice in writing. If this provision or the limitation on bringing actions to small claims court is found to be invalid, then this provision shall be severable and the matter will proceed in arbitration. In no way will this provision allow for an action to be brought on a class or collective basis.
- This Agreement doesn’t allow class or collective arbitrations even if the AAA procedures or rules would. Notwithstanding any other provision of this Agreement, the arbitrator may award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. No class, representative, or private attorney general or general injunctive relief theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement. Any question regarding the enforceability or interpretation of this paragraph shall be decided by a court and not the arbitrator.
- If either you or AEO intends to seek arbitration under this agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 60 days in advance of initiating the arbitration. Notice to AEO should be sent to [Legal@ae.com](mailto:Legal@ae.com). The notice must include enough information to allow AEO to identify your account as well as to assess and attempt to resolve your claim, including the name of the AEO customer, a description of the claim, the specific facts supporting the claim, the damages You claim to have suffered, and the relief you are seeking. This notice requirement is designed to allow AEO to make a fair, fact-based offer of settlement if it chooses to do so. You cannot proceed to arbitration unless you provide this information. The sufficiency of this notice is an issue to be decided by a court prior to the filing of any demand for arbitration.
- You may choose to be represented by an attorney or other person as part of this process, but if you do you must submit a letter or other communication authorizing Us to discuss Your issue with this attorney or other person.
- We will reimburse any filing fee that the AAA charges you for arbitration of the dispute at the conclusion of the arbitration if you fully participate in the proceeding. We also will pay any administrative and arbitrator fees charged by the arbitration tribunal. If the arbitrator determines that your claim was filed for purposes of harassment or is frivolous, the

arbitrator will require you to reimburse AEO for any filing, administrative, or arbitrator fees associated with the arbitration.

- If 25 or more customers initiate notices of dispute with AEO raising similar claims, and counsel for the customers bringing the claims are the same or coordinated for these customers, the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the customers and counsel for AEO shall each select five cases to proceed first in arbitration in a bellwether proceeding. The remaining cases shall not be filed in arbitration until the first ten have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the bellwether proceeding, each side may select another five cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties are able to resolve all of the claims, either through settlement or arbitration. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against AEO.
- An arbitration award and any judgment confirming it apply only to that specific case. It cannot be used in any other case except to enforce the award itself.
- If for some reason the prohibition on class or collective arbitrations set forth above cannot be enforced as to all or part of a dispute, then the agreement to arbitrate will not apply to that part of the dispute.

If for any reason a claim proceeds in court rather than through arbitration, you and AEO agree that there will not be a jury trial and you and AEO unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement in any way. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

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