

## UNITED STATES TERMS OF USE

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Welcome to American Eagle Outfitter's website. This site is offered as a service to our customers. American Eagle Outfitters, our subsidiaries and our affiliates (collectively "AEO," ("we," "us," or "our") appreciate your interest in AEO and your visit to this site. The following Terms of Use (these "Terms") set forth the basic rules that govern your use of this site and your generated or provided content. This "Site" includes all affiliated sites, mobile apps, and social media pages.

SECTION 22 OF THESE TERMS CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL.

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**1. Introduction; Conditions; Age Requirements.**

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE. THEY GOVERN YOUR USE OF THIS SITE. IF YOU DO NOT AGREE TO THE TERMS STATED BELOW, YOU MAY NOT USE THIS SITE. Your use of this Site constitutes your knowledge, understanding, and acceptance of the Terms, and your agreement to be bound by the Terms.

We will post a notification on this Site in the event of any material changes to these Terms. Such changes, whether in the form of modifications, additions, or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on this Site. Please check these Terms periodically for changes. Your continued use of this Site following our posting of any changes to these Terms means that you accept those changes. Without limitation to the foregoing, this provision does not apply in New Jersey.

Age Requirements for General Use: Registration and participation on this Site is restricted to those individuals that are at least the age of majority in their state of residence and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. By registering or participating in services or functions on this Site, you hereby represent that you are the age of majority in your state of residence. If you are not of age, then you may use this Site only if your legal parent or guardian has accepted these Terms on your behalf and consented to your use.

Age Requirements for Purchases: YOU MUST BE AT LEAST THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE AND FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS AND WARRANTIES HEREIN, IN ORDER TO PURCHASE PRODUCTS ON THIS SITE. BY PLACING AN ORDER, YOU REPRESENT AND CERTIFY THAT ARE LEGALLY ABLE TO ENTER INTO ANY AND ALL PURCHASE AGREEMENTS WITH US AND OUR PARTNERS, VENDORS, AGENTS, AND SERVICE PROVIDERS.

Children’s Privacy: We are a general audience site and do not direct any of our content specifically at children under 13 years of age. By using this Site, you affirm that you are at

least 13 years of age. IF YOU ARE UNDER 13 YEARS OF AGE, DO NOT USE THIS SITE. We understand and respect the sensitive nature of children's privacy online. If we learn or have reason to suspect that a Site user is not at least 13 years of age, we will promptly delete any personal information in that user's account.

## **2. Intellectual Property; Site Content.**

When accessing this Site, you agree to obey the law and to respect the intellectual property rights of others. You agree that you shall be solely responsible for any violations of any relevant laws and for any infringement of third-party rights caused by any User Content (defined below) that you provide or transmit to us.

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

The text, Trademarks, logos, images, graphics, photos, video files, application functionality, or any other digital media, and their arrangement on this Site ("**Content**") are all subject to patent, copyright, trademark and other intellectual property protection. Content may not be copied for commercial use or distribution, nor may Content be modified, processed, or reposted to other websites. Access to and use of this Site are solely for your purchase/use of AEO products and/or services for personal use, information, education, entertainment, and communication with AEO. You may download, copy or print the Content of this Site for your personal, non-commercial use only. No right, title or interest in any of the Content of this Site is transferred to you as a result of any downloading, copying, printing or use of this Site. Except as expressly provided herein, you may not modify, create derivative works, copy, redistribute, publish, transmit, display or in any way exploit any content or material from this Site without express written permission from us and, if applicable, the respective copyright owner. You acknowledge that you do not acquire any ownership rights by using, downloading or printing copyrighted material.

## **3. 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)**"). If received, 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.

#### 4. License to User Content.

We 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"). You can do this either: (i) by uploading User Content directly to this Site; (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.

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

Although third-party content and User Content may be posted on this Site, these postings do not constitute AEO's endorsement. 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 or the User Content.

**6. Third-Party Links.**

Third-party links on this Site may direct you to third-party websites ("**Third-Party Sites**") that are not affiliated with AEO or that may be located in different countries, and those websites and the products sold on those websites are likely to be subject to the originating country's regulatory or product safety requirements. These Third-Party Sites and store locations are only for your convenience and therefore you access them at your own risk. We have not reviewed all of the Third-Party Sites linked to this Site and are not responsible for the content of or any products or services offered on such Third-Party Sites, and AEO is therefore not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any Third-Party Sites ("**Third-Party Products**"). Complaints, claims, concerns, or questions regarding Third-Party Products should be directed to the third party. Also, access to participating retailers does not constitute an endorsement by us or any of our subsidiaries or affiliates of any retailers, or the resources, products, or services offered by them. We have no responsibility or liability for these Third-Party Site's independent policies or actions and are not responsible for the privacy practices or the content of such Third-Party Sites or retailers. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. For avoidance of doubt, if we provide links to social media platforms, such as Facebook or Twitter, and you choose to visit those websites through our links, please note that the personal information you post, transmit or otherwise make available on those websites may be viewed by the general public. We do not control user-posted content on social media sites and are not responsible for any third-party use of your personal information that you have posted, transmitted or otherwise made available there.

**7. Copyrights; DMCA; Copyright Agent.**

You agree that we have the right, but not the obligation, to monitor, edit, disclose, refuse to post, or remove at any time, for any reason in our sole discretion, any material and content anywhere on this Site. Notwithstanding this right, we do not and cannot review

all materials submitted to this Site. If notified, we may investigate an allegation that content transmitted to us is in violation of these Terms and determine whether to have the communication removed. However, we are under no obligation to remove content and assume no responsibility or liability arising from or relating to any actions or content transmitted by or between you or any third party within or outside of this Site, including, but not limited to, any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein.

We may, in appropriate circumstances and at our sole discretion, terminate the access of users who infringe the copyright rights of others.

Pursuant to our rights under the Digital Millennium Copyright Act ("**DMCA**"), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on this Site. Our copyright agent is:

American Eagle Outfitters, Inc.  
Attention: Alexander Walsh  
Re: DMCA Complaint  
77 Hot Metal Street  
Pittsburgh, Pennsylvania, 15203  
Email: [copyrightalert@ae.com](mailto:copyrightalert@ae.com)  
Telephone: (412) 432-3300

To be effective, your infringement notification must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, including address, telephone number and email address where you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law (e.g. I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law"); and

- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (e.g. "The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.").

Upon receipt of the written notification containing the information as outlined above:

- AEO will remove or disable access to the content that is alleged to be infringing;
- AEO will forward the written notification to the alleged infringer; and
- AEO will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

#### **8. DMCA Infringement Counter Notification.**

Pursuant to the DMCA, after the alleged infringer receives a notice of infringement from AEO, the alleged infringer will have the opportunity to respond to AEO with a counter notification ("**Counter Notification**"). To be effective, a Counter Notification must be a written communication provided to AEO's designated copyright agent, and must include the following:

- A physical or electronic signature of the subscriber;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- A statement that under penalty of perjury that the material was removed by mistake or misidentification (e.g. "I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled"); and
- The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the federal district court for the judicial district in which the subscriber address is located, or if the subscriber's address is outside of the United States, or any judicial district in which AEO may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon the copyright agent's receipt of a Counter Notification containing the information as outlined above, the DMCA provides that the removed material will be restored or

access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party that an action has been filed seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our network.

## **9. Prohibited Uses.**

Solely for Personal Use: You may browse this Site and all associated content solely for your personal use and enjoyment. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

Accuracy of Information as Condition to Site Access: To access parts of this Site or some of the resources it offers, you may be asked to provide certain, sometimes personal, information. It is a condition of your use of this Site that all the information you provide on this Site is correct, current and complete.

Restricted Transmission: You agree not to use any device, software or routine to interfere with the proper functioning of this Site. In using this Site, you may not:

- transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including images and language;
- transmit any message that constitutes, or encourages or incites conduct that would constitute, a criminal offense or gives rise to civil liability;
- transmit or solicit any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder;
- transmit any information, software or other material which contains or delivers a virus or other harmful component;
- use any software, tool, data, device or other mechanism to navigate or search this Site other than a generally available browser;
- use any software, tool, data, device or other mechanism to “scrape” or otherwise compile data on this Site;



- frame or utilize framing techniques to enclose any aspect of this Site, including any trademark, logo, or other proprietary information (including, but not limited to, images, text, page layout, or form) without our express written consent; or
- use any metatags or any other "hidden text" utilizing our name or Trademarks without our express written consent.

Other Restrictions: Additionally, you are prohibited from violating or attempting to violate any security features of this Site, including, without limitation:

- accessing content or data not intended for you or logging onto a server that you are not authorized to access;
- attempting to probe, scan, or test the vulnerability of this Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- interfering or attempting to interfere with service to any visitor, host, or network, including, without limitation, by means of submitting a virus to this Site, overloading, "flooding, " "spamming, " "mail bombing," or "crashing";
- using this Site to send unsolicited communications, including, without limitation, promotions, or advertisements for products or services;
- forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting; or
- attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing this Site.

Any violation of system or network security may subject you to civil and/or criminal liability.

## **10. Registration, Accounts and Passwords.**

You must treat your username, password, and any other piece of information required as part of our security procedures as confidential, and you must not disclose the foregoing to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security, including, but not limited to, if you lose your user name or

password. You agree to be responsible for any use of this Site or portions of it using your username, password or other security information. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name or password whether chosen by you or provided by us, at any time if you have violated any provision of these Terms.

#### **11. Site Updates.**

AEO undertakes no obligation to update, amend or clarify information on this Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on this Site should be taken to indicate that all information on this Site has been modified or updated. Please remember when reviewing information on this Site 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 Site to become inaccurate or incomplete.

#### **12. Shopping Online; Product and Pricing Information.**

In order to shop on this Site, simply select the product you want to purchase, the desired quantity, and click "ADD TO BAG." When you've completed shopping, click the "CHECKOUT" button and follow the instructions to checkout and complete your order. Please note that you may change the contents or edit the quantities of items in your shopping cart until you click "PLACE ORDER", after which your order will be processed. After submitting your order, if accepted, a confirmation page will be displayed and your order number will be provided. You will also receive an email confirmation shortly after your order has been submitted. If your email confirmation does not arrive within 48 hours after you have placed your order, please contact us via e-mail for assistance. You may track your order by using your tracking number included in your shipping confirmation e-mail.

On occasion, information on this Site 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. AEO reserves the right to, at any time and without prior notice, correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on this Site is inaccurate (including after you have submitted your order).

Products offered through this Site are offered subject to availability. While we do our best to ensure that product and pricing information is current and complete, we are not liable for inaccurate information or for any information that has been omitted or is out of date. Prices for products and services are quoted in US Dollars. We may, from time to time, offer promotions for shipping and other discounts on purchases. We reserve the right to

suspend any such promotions, update product information, change prices and adjust shipping and handling fees at any time without notice. Furthermore, we reserve the right to change, limit, refuse, or cancel any order you place with us in our sole discretion. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

By entering into any transaction through this Site, you warrant and represent that all information you provide is true and correct (including, without limitation your credit card information and billing address), that any credit card transactions submitted by you are authorized, and that you are the legal holder of any credit card or payment account used to enter into any transaction through this Site. If, in our sole discretion, we determine that (i) your means of payment is not valid, (ii) a transaction is not authorized, (iii) your means of payment cannot be processed or verified at the time of any charge, (iv) a charge is disputed for any reason other than failure by us to deliver the product purchased by you, (v) you have abused or misused promotions or promotion codes, or (vi) you have otherwise used this Site to enter into an improper transaction, we reserve the right to immediately terminate any pending transactions, suspend your access to this Site, and terminate all of our obligations hereunder.

By entering into any transaction through this Site, you consent to receiving email communications from us regarding this transaction, including purchase receipts, notices, or transactional messages. You agree that all agreements, notices, disclosures, and other email communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, and that you may retain copies of these communications for your record keeping purposes. Further, you acknowledge and agree that all purchase receipts and purchase-related communications will be provided electronically only, and paper copies of receipts will not be provided.

If you have any questions or concerns when placing an order or if you wish to inquire about a previously placed order, please email us at [customercare@ae.com](mailto:customercare@ae.com) using your order number.

Usage of Coupon Codes/Discount Codes: Limited one (1) time use per coupon and/or discount code per customer. Discounts will be applied at checkout. Online offers have no cash value and are not redeemable for cash. Not valid on previous purchases or when combined with any promotional offers.

**Customization:** For certain items, AEO may provide an opportunity to customize or personalize a product. If so, please know that the product will be altered based upon your request and is therefore non-returnable, non-refundable and non-exchangeable. Prior to ordering, please ensure that you are satisfied with your customized/personalized products. If not, please do not place your order; all such orders are final. Additionally, due to product customization and personalization, the shipping time to receive your products will be increased.

This Site, Content, product information, and any products sold through this Site are intended to comply with United States state and federal laws and regulations. Some products cannot be shipped to certain jurisdictions. If you are a non-U.S. based user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those in the United States.

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.

### **13. Returns & Resale of Product.**

Please visit our [Return Policy](#) for more information on acceptable returns. Additionally, this Site sells products to retail consumers only. You shall not use this Site to purchase products for re-sale or export. AEO reserves the right to immediately bar access to this Site and terminate the account of any user who violates this provision.

### **14. Limitations on Liability.**

YOU ACKNOWLEDGE, BY YOUR USE OF THIS SITE: (A) THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK; (B) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT/DEVICE THAT YOU USE IN CONNECTION WITH YOUR USE OF THIS SITE; AND (C) THAT AEO AND OUR LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, SHAREHOLDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS (COLLECTIVELY, “**SERVICE PROVIDERS**”) WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES RELATED TO YOUR USE OF OR INABILITY TO USE OUR SITE, INCLUDING WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF AEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF AEO AND OUR SERVICE PROVIDERS FOR ANY CLAIMS RELATED TO THIS SITE, EXCEED FIFTY (\$50) DOLLARS.

BECAUSE SOME JURISDICTIONS, SUCH AS THE STATE LAW OF NEW JERSEY, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AEO'S AND ITS SERVICE PROVIDERS' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **15. Disclaimer.**

THE CONTENT PROVIDED ON THIS SITE 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 SITE. AS A USER, YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR YOUR USE OR NON-USE, AND AEO MAKES NO REPRESENTATION THAT THE CONTENT APPEARING ON OR DOWNLOADED FROM THIS SITE IS COMPATIBLE WITH YOUR DEVICE 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 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 SITE AND ITS CONTENT. SOME JURISDICTIONS, SUCH AS THE STATE LAW OF NEW JERSEY, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

AEO RESERVES THE RIGHT TO ALTER OR REMOVE SITE CONTENT, OR SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND AEO WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF THAT ACTION.

## **16. Indemnification.**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AEO, OUR SUBSIDIARIES AND AFFILIATES, AND OUR AND THEIR SERVICE PROVIDERS FROM AND AGAINST ALL CLAIMS (WHETHER OR NOT SUCH CLAIMS ARE MERELY ALLEGED OR OTHERWISE), LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES RESULTING FROM ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THIS SITE USING YOUR ACCOUNT. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE OR OTHERWISE DISPOSE OF ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

## **17. Disabling Your Account.**

You may disable your account at any time by contacting us at [customercare@ae.com](mailto:customercare@ae.com). Additionally, we may, in our sole and absolute discretion, disable your account at any time and for any reason, including, but not limited to, if you breach these Terms. Upon disabling of your account, we will retain your data in accordance with our [Privacy Notice](#).

Even if your account is disabled and you cease visiting/using the Site, be aware that these Terms, to the extent any provisions by their nature will survive any expiration or termination of these Terms, shall survive.

#### **18. Choice of Law.**

These Terms will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules.

#### **19. Notice.**

When you visit this Site or send communications to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. 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.

#### **20. Privacy Notice.**

For information on how information is collected, used, or disclosed by AEO in connection with your use of this Site, please consult our [Privacy Notice](#), which is incorporated into these Terms by reference.

#### **21. 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 Site are provided by either AE Direct Co. LLC or by AMERICAN EAGLE NL SERVICES CO. B.V. on behalf of AE Direct Co. LLC. In the event you choose to pay with credit card and the payment will be processed via a European Acquirer, these terms are an agreement between you and AMERICAN EAGLE NL SERVICES CO. B.V. at principal address, Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands.

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

#### **22. Disputes.**

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

Arbitration and Venue: For all disputes arising out of or relating to the Site or these Terms, you submit and consent to the exclusive personal jurisdiction and venue in Allegheny County, Pennsylvania. Any dispute relating in any way to your visit to this Site shall be submitted to confidential arbitration in Allegheny County, Pennsylvania, except that, to

the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, including in Allegheny County, Pennsylvania. Arbitration under these Terms shall be conducted under the rules then prevailing of the American Arbitration Association in accordance with its Commercial Arbitration Rules and before a single arbitrator. Ultimately, the selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard each party shall pay for and bear its own costs and legal fees, costs and expenses. The arbitration shall be completed within one hundred twenty (120) days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur). To start an arbitration proceeding, use the form on AAA's website ([www.adr.org](http://www.adr.org)) or call the AAA at 1-800-778-7879.

Final Arbitration: The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose, or divulge any such information unless otherwise required by law.

Class Action Waiver: To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER VISITORS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

### **23. Miscellaneous.**

Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you and without your express consent. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 23 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. If any

provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, together with our [Privacy Notice](#), constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. Some people who endorse our products may receive consideration for their endorsement.

#### **24. Pennsylvania Use.**

This Site is controlled and operated by us from our offices in the Commonwealth of Pennsylvania. We make no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to this Site should not be construed as us purposefully availing ourselves of the benefits or privilege of doing business in any state or jurisdiction other than Pennsylvania. Those who access or use this Site from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions, such as the State of New Jersey, do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above provisions may not apply to you; all other provisions of these Terms remain in full force and effect.

#### **25. Notice for California Users.**

California consumers can learn more about their additional rights at [California Disclosures](#).

In particular, under California Civil Code Section 1789.3, users of this site from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. AEO may be contacted via email at [customercare@ae.com](mailto:customercare@ae.com).

#### **26. Electronic Signatures.**

You acknowledge and agree that by agreeing to this Terms electronically that you are expressly agreeing to the terms and conditions set forth herein. You acknowledge and agree that by affixing your electronic signature that you are submitting a legally binding electronic signature and entering into a legally binding contract. You acknowledge that your electronic submission constitutes your agreement and intent to be bound by the terms and conditions of these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “**E-Sign Act**”) or other



similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THIS SITE OR SERVICES OFFERED BY AEO. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

**27. Questions.**

If you have any questions or comments regarding these Terms, our [Privacy Notice](#), or this Site, please feel free to contact us by e-mail at [customercare@ae.com](mailto:customercare@ae.com).