

Last Updated October 27, 2021

Terms and Conditions

1. Introduction

Welcome to <http://store-us.hugoboss.com>, the United States online store of HUGO BOSS (hereinafter the "HUGO BOSS Site" or "Site"), which is operated by HUGO BOSS Fashions, Inc., 55 Water Street, 48th Floor, New York, NY 10041 (hereinafter referred to as "HUGO BOSS", "we", "us" or "our"). The following terms and conditions and any other terms and conditions, agreements or policies set forth in the Customer Help Center or incorporated by reference, including without limitation, the US Privacy Statement, (collectively the "Terms and Conditions") govern your access to and use of the HUGO BOSS Site, sales of products offered on the HUGO BOSS Site, sales of products ordered through our Order from Store program, and sales through any HUGO BOSS store and/or from HUGO BOSS Retail, Inc., HUGO BOSS Fashions, Inc., HUGO BOSS USA or any other HUGO BOSS entity in the United States.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY.

NOTICE REGARDING DISPUTE RESOLUTION. THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND US WILL BE RESOLVED. SPECIFICALLY, SECTION 13 BELOW CONTAINS AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTIONS WHICH (A) REQUIRES US BOTH TO ARBITRATE MOST DISPUTES INSTEAD OF GOING TO A COURT BEFORE A JUDGE AND JURY, AND (B) REQUIRES THAT ALL SUCH CLAIMS BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, NOT AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE ON BEHALF OF OTHERS IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

2. Scope

These Terms and Conditions only cover the web pages at www.hugoboss.com/us that we control and orders placed through the Order from Store Function in the United States, and otherwise, on which we display a direct link to these Terms and Conditions. They do not apply to any other web page including, without limitation, web pages at <https://group.hugoboss.com/en>.

3. Liability, disclaimer

3.1

You are responsible for all your activities on and in connection with the HUGO BOSS Site.

3.2

The Site and all content, products and services included on or otherwise made available to you through the Site and other services that incorporate these Terms and Conditions

(collectively the “Services”) are provided by HUGO BOSS “with all faults” and on an “as is” and “as available” basis, unless otherwise specified in writing. HUGO BOSS makes no representations or warranties of any kind, whether express or implied, as to the operation of the Services, or any content, included on, or otherwise made available to you through, the Services, unless otherwise specified in writing, including without limitation any warranties of merchantability, fitness for a particular use or purpose, non-infringement, quiet enjoyment, and accuracy. You expressly agree that your use of the Services and products purchased through the Services is at your sole risk. We make no warranty that the Services will meet your requirements, or that the Services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Services, or that defects in the Services will be corrected. We specifically disclaim any liability associated with the use of the Services or the products purchased through the Services (e.g., rashes that may develop from wearing the products or dyes that bleed from the products onto other items) and you agree that you will not sue HUGO BOSS for any claim related to any products purchased through the Services. You understand and agree that you will be solely responsible for any damage to your computer or loss of data that results from the download of any material in any way related to the Services. No advice or information, whether oral or written, obtained by you from us through the Services, or otherwise will create any warranty, representation or guarantee not expressly stated in these Terms and Conditions. Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty will be the maximum permitted under such applicable law.

3.3

While HUGO BOSS continues to make every effort to ensure that the photographs displayed on the HUGO BOSS Site and Services are faithful reproductions of the original products, variations may occur due to the technical and color resolution characteristics of your computer. HUGO BOSS shall not be liable for the eventual inadequacy of the graphic representations of HUGO BOSS products displayed on the HUGO BOSS Site and Services owing to the above mentioned technical issues.

3.4

Please see "Product Guarantees" for details of HUGO BOSS' product warranties.

3.5

HUGO BOSS will ensure proper care and maintenance of the HUGO BOSS Site and Services. However, HUGO BOSS gives no guarantee that the HUGO BOSS Site and Services will be accessible at all times. HUGO BOSS also does not guarantee that the HUGO BOSS Site and Services will always be in the most up to-date condition and free of defects. It is possible that delays, transcription errors or even misinformation could occur. HUGO BOSS takes all possible steps to ensure the accuracy and

timeliness of the information included on the HUGO BOSS Site and Services, but cannot absolutely guarantee the accuracy, completeness or timeliness of the information provided on the HUGO BOSS Site and Service.

3.6

IN NO EVENT, SHALL HUGO BOSS, OR ANY OF ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR LICENSORS OR SUCCESSORS OR ASSIGNEES OF EACH BE LIABLE HEREUNDER, UNDER ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUE, DATA OR PROGRAMMING, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTORY OR OTHERWISE (EVEN IF HUGO BOSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF (A) YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION ACCESSED ON OR THROUGH THE SERVICES, (B) ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE SERVICES, (C) YOUR INABILITY TO USE THE SERVICES FOR WHATEVER REASON, INCLUDING, BUT NOT LIMITED TO, COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED ON OR THROUGH THE SERVICES, (D) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY INFORMATION, (E) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SERVICES, (F) UNAUTHORIZED ACCESS TO THE SERVICES AND UNAUTHORIZED ALTERATION TO TRANSMISSIONS OR DATA, (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, OR (H) ANY OTHER MATTER RELATING TO THE SERVICES. Without in any way limiting the foregoing, our total liability to you for all claims arising from or related to the Services is limited, in aggregate, to the greater of (i) the total amount of your orders placed in the six months on the Site and through the BOSS UNBOXED PROGRAM prior to the date of the event giving rise to our liability, or (ii) one hundred dollars (U.S. \$100.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

3.7

Exclusive remedies. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION, DEFECTS, ERRORS OR PROBLEMS REGARDING (A) THE SERVICES SHALL BE THAT YOU LEAVE THE SERVICE, AND (B) ANY PRODUCTS THAT YOU PURCHASE OR ATTEMPT TO PURCHASE VIA THE SITE SHALL BE AS EXPRESSLY

SET FORTH IN OUR RETURN AND CANCELLATION POLICIES.

3.8

Force Majeure. Except for payment obligations, non-performance or late performance of either party shall be excused to the extent that performance is rendered impossible, commercially unreasonable, or delayed by strike, fire, flood, governmental acts or orders or restrictions, war, acts of terrorism, labor conditions, supply restrictions, communication or shipment problems, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing or late-performing party whether or not similar to the foregoing.

4. User behavior

4.1.

As a user of the Services you are required to comply with the law of the State of New York and of the United States.

4.2

In particular, you are not permitted to send (or otherwise make available) content over the Services or make it available which is libelous, defamatory, obscene, harmful or pornographic, or promotes violence, or violates privacy, infringes commercial protected rights or offer goods or services or solicits financial funds.

4.3

User activities, the purpose of which is to render the Services functionally defective or make use of it more difficult, are prohibited and could give rise to civil and criminal proceedings.

4.4

The Services may also not be used for illegal purposes. It is prohibited to register third parties without their knowledge and explicit consent for the online store services or any other services, contests or sweepstakes advertised on the HUGO BOSS Site.

5. Copyright

5.1

All materials contained in the Services, including web pages, programs, graphics, images, trademarks, logos, sound, video, scripts and texts (“Content”) are intellectual property of HUGO BOSS or its affiliates. All rights are reserved. You may not reproduce, publish, distribute, display, modify, create derivative work from, or in any way, in whole or in part, the Content without the prior express written consent of HUGO BOSS.

5.2

Except as otherwise explicitly indicated on the Services, you should assume that everything which you see or read on the Services is subject to legal protection. Subject to these Terms and Conditions, and except as otherwise indicated on the Services, you may use, access, download, copy, store, manipulate, reformat, print or display any Content to which you have authorized access solely for your personal, informational and non-commercial use. No right, title and/or interest in any material, software or Content may be deemed assigned to you as a result of any such download or copying. Any copies must contain a copyright reference to HUGO BOSS. References given to protected rights must not be removed. Any commercial and/or public use of the Content or any part thereof is prohibited.

5.3

HUGO BOSS and its content providers shall have the exclusive right to authorize or prohibit, in their sole discretion, any reproduction, publication, distribution, display, modification, creation of derivative works from, or exploitation in any way of, in whole or in part, the Content. HUGO BOSS, its affiliates, and its content providers shall have the right, at any time, to claim the authorship of any Content posted on the Services and to object to any use, distortion or other modification of such Content.

5.4

Any reproduction, publication, distribution, display, modification, creation of derivative works from, or exploitation in any way of, the Content expressly authorized in writing by HUGO BOSS, its affiliates, or their content providers shall be carried out by you for lawful purposes only and in compliance with all applicable laws and the Terms and Conditions.

5.5

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright representative the written information specified below:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- (b) A description of the copyrighted work that you claim has been infringed upon.
- (c) A description of where the material that you claim is infringing is located on the Services.
- (d) Your address, telephone number, and e-mail address.
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

(f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

(g) Our copyright representative for notice of claims of copyright infringement can be contacted at the following e-mail address: customerservice@hugoboss-store.com

6. Trademarks, service marks and trade dress

6.1

The trademarks and logos, whether registered or not, displayed on the Services, including, without limitation, BOSS, HUGO, BOSS HUGO BOSS, HUGO HUGO BOSS and all derivative trademarks, are owned by HUGO BOSS or its affiliates. The domain names of the Services are registered domain names in the United States and in other countries owned by HUGO BOSS or its affiliates.

6.2

These and any other trademarks, service marks and trade dress of HUGO BOSS or its affiliates, including, but not limited to any mark that incorporates the above listed marks or the domain names of the Services, may not be used by you in connection with any product or service that does not originate with HUGO BOSS, in any manner that is likely to cause confusion among consumer, or in any manner that disparages, discredits or tarnishes HUGO BOSS or that dilutes the distinctive character of these trademarks.

6.3

All other trademarks, service marks and trade dress not owned by HUGO BOSS or its affiliates that appear on the Services are the property of the respective owners ("Third Party Owners"), who may or may not be affiliated with, connected to, or sponsored by HUGO BOSS or its affiliates.

6.4

HUGO BOSS, its affiliates and all Third Party Owners are entitled to the exclusive use of their respective trademarks, service marks and trade dress.

6.5

You are not authorized to use any of the trademarks, service marks and trade dress that appear on the Services in any manner for any purpose without the prior express written consent of HUGO BOSS or the respective Third Party Owner, as the case may be.

7. No license

7.1

Without the approval of HUGO BOSS or of its relevant licensor in writing, no license or other right to the use of the contents on the Services is granted either explicitly or implicitly or in any other way. Any unauthorized use of the materials is strictly prohibited and will be subject to civil and criminal prosecution by HUGO BOSS.

7.2

The viewing, printing or downloading of any graphic, form, document or other content from the Service grants you only a limited, nonexclusive and nontransferable license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any graphic, form, document or other content may be reproduced in any form or incorporated into any information system, electronic or mechanical, other than for your personal use (but not for resale or redistribution). Any unauthorized use of the Services and their contents terminates the license granted hereby.

8. Submissions

8.1

All notices, proposals, ideas, feedback, comments, complaints and other contents which you provide to HUGO BOSS, will be regarded as provided on a non-confidential basis. HUGO BOSS reserves the right to use this information at its exclusive discretion. HUGO BOSS is not subject to any obligation (i) to treat the submissions as confidential or (ii) to respond to any submissions.

You are responsible for ensuring that none of your submissions infringe the rights of third parties (including copyright, trademark, patent, commercial secrecy, privacy or other personal rights or intellectual property rights) and to that extent indemnify HUGO BOSS from all claims of third parties, including attorneys' fees.

9. Privacy & SMS

9.1

The terms and conditions of our Privacy Statement govern the collection, processing and use of personal data collected from you in connection with your use of the Services.

If you elect to receive marketing text messages from us, either via our website or by sending a text message indicating your consent, you are providing your prior express written consent to receive recurring marketing or promotional text messages from us (each, a "Text Message") sent

through an automatic telephone dialing system. These may include cart abandon messages. Message frequency varies. This service is optional and is not a condition for purchase. You can opt out of receiving any further Text Messages from us at any time by replying "STOP" to any Text Message you receive from us. For help, reply "HELP" to any Text Message you receive from us or email textsupport@wunderkind.co. In addition to any fee of which you are notified, your mobile provider's message and data rates may apply to our confirmation Text Message and all subsequent Text Message correspondence according to your individual rate plan provided by your wireless carrier. Please consult your mobile service carrier's pricing plan to determine the charges for browsing data and sending and receiving Text Messages. Under no circumstances will we or our affiliates be responsible for any Text messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number. If your carrier does not permit Text messages, you may not receive the Text Messages. Neither we nor the wireless carriers (such as T-Mobile) will be liable for any delays in the receipt of, or failure to deliver, any Text Messages, as delivery is subject to effective transmission from your network operator. Text Message services are provided on an "AS IS" basis. Data obtained from you in connection with any Text Message services may include your cell phone number, your provider's name and the date, time and content of your text messages. We may use this information in accordance with our Privacy Policy to contact you and to provide the services you request from us. For more information on how we use telephone numbers, please read our Privacy Policy. If you change or deactivate the phone number you provided, you have an affirmative obligation to update your account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive our standard marketing Text Messages unless you also unsubscribe via the above procedures.

10. Links

10.1

The Services contain links to other websites maintained by affiliates of HUGO BOSS ("Affiliated Sites"), including, but not limited to, links to www.hugoboss.com. These Affiliated Sites are not operated by HUGO BOSS Fashions, Inc., the operator of this Site, but by its affiliates. Please carefully read the terms and conditions of use and other policies of such Affiliated Sites. These Terms and Conditions do not apply to any Affiliated Sites.

10.2

In some circumstances, the Services will contain links to other websites ("Third Party Websites"). HUGO BOSS or its affiliates do not operate, control, endorse or guarantee the contents of any Third Party Websites. HUGO BOSS is not liable either for the accuracy of the content of these websites or for the material which can be obtained from these websites. You agree that HUGO

BOSS and its affiliates are not responsible for any content, services and/or products provided by any Third Party Website. When you access any Third Party Website through a hyperlink posted on this Service, please carefully read the terms and conditions of use and other policies of such Third Party Website. These Terms and Conditions do not apply to any Third Party Website.

10.3

HUGO BOSS provides hyperlinks to Third Party Websites only for the convenience of users. By providing hyperlinks to Third Party Websites, HUGO BOSS does not recommend that its users access such Third Party Websites. **YOU AGREE THAT YOUR USE OF ANY THIRD PARTY WEBSITE IS AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY HUGO BOSS OR ITS AFFILIATES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. IN NO EVENT SHALL HUGO BOSS OR ITS AFFILIATES BE LIABLE FOR DAMAGES ARISING FROM ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY WEBSITE OR FOR ANY INFORMATION APPEARING ON THIRD PARTY WEBSITES.**

11. Purchase of products

11.1

Private use only. By submitting your order, you represent that you are purchasing for private household use only. We do not authorize any sale of our products outside the U.S. or any commercial resale. We reserve the right to reject orders and limit order quantities in our sole discretion.

11.2

Product information and availability. Without limiting the generality of the disclaimers and limitations set forth in these Terms and Conditions, given the unique nature of our products we cannot assume any liability or responsibility for any inaccuracies or errors, or for any loss or damage caused by or arising from your reliance on information obtained from or through this Service and we may change information at any time. We determine product availability upon receipt and automatic acknowledgment of orders.

11.3

Price, payment, taxes. By submitting your order via the Services, you agree to pay the purchase price for the items you selected plus shipping and handling costs, and applicable sales tax, if any. Depending on the tax laws in your state, you may be required to pay use tax on purchases for which we do not collect sales tax.

11.4

Delivery. We will deliver the products you purchased to a common carrier at our warehouse for shipment to the destination in the continental United States that you select (we do not ship to Canada); other details regarding shipping and delivery are described in our Shipping Policy. You receive title and you bear all risks of loss and damage to the products from the time we deliver the products to the carrier at our warehouse.

11.5

Cancellations, returns. We do not accept any cancellations or returns, except as specified in our Return & Cancellation Policies or required by applicable law.

12. Indemnification

12.1

To the extent permitted by law, you agree to indemnify, defend and hold harmless HUGO BOSS, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Services; (ii) your violation of these Terms and Conditions; (iii) your violation of any rights of any other person or entity; (iv) any content, information or materials you upload to the Services; or (v) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Services.

13. Dispute Resolution: Binding Individual Arbitration; Waiver of Class Actions; Waiver of Jury Trial

PLEASE READ THIS SECTION ("DISPUTE RESOLUTION") CAREFULLY. IT IS PART OF YOUR CONTRACT WITH US AND AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

13.1 Scope of Dispute Resolution Process.

This Dispute Resolution section is intended to be given the broadest interpretation and application to encompass all disputes, claims, controversy or differences between you and HUGO BOSS, except as excluded below ("Claims"). You and we agree that all Claims arising out of or relating to the Terms and Conditions, the use of the Services, and your relationship with us that cannot be resolved informally or in small claims court, will be resolved by binding arbitration on an individual basis according to the process described herein, and not in court. Unless otherwise agreed to, all arbitration proceedings will be held in English. This dispute

resolution process applies to you and us, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, assigns, suppliers and licensors as well as all authorized or unauthorized users or beneficiaries of the Services.

You and we agree that this agreement evidences a transaction in interstate commerce governed by the U.S. Federal Arbitration Act and federal arbitration law.

13.2 Notice Requirement and Informal Dispute Resolution.

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the Claim, and the requested relief. A Notice to us should be sent to: HUGO BOSS Legal Dept., 55 Water Street 48th Floor New York, NY 10041. After the Notice is received, the parties may attempt to resolve the claim or dispute informally. If the parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

13.3 Arbitration Rules.

Arbitration will be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties will agree to select an alternative ADR Provider. The rules of the ADR Provider will govern all aspects of the arbitration, including without limitation the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms and Conditions. The AAA Consumer Arbitration Rules (“Arbitration Rules”), along with the AAA “Demand for Arbitration” form for commencing arbitration, are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The Demand must (i) list the participant’s and HUGO BOSS’S name and address; (ii) describe the nature and basis of the claim or dispute; (iii) set forth the specific relief sought and the amount of damages sought, if any, and (iv) identify the requested locale for any in-person hearing. The copy sent to the AAA must also include a copy of this arbitration agreement and the AAA’s applicable filing fee.

The arbitration will be conducted by a single, neutral, impartial arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through “non-appearance-based” arbitration, as discussed in paragraph 13.4 below, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any in-person hearing will be held either in New York County, New York or, at your option, in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you reside at the time the dispute is submitted to arbitration, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S. the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

In any arbitration proceeding, both you and we have the right to be represented by an attorney or spokesperson.

13.4 Additional Rules for Non-Appearance Based Arbitration.

If non-appearance based arbitration is elected, the arbitration may be conducted by telephone, online and/or based solely on written submissions and documentary evidence; the specific manner will be chosen by the party initiating the arbitration. A non-appearance based arbitration will not involve any personal appearance by the parties or witnesses at an in-person hearing unless otherwise agreed by the parties.

13.5 Time Limits.

If either party pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

13.6 Authority of Arbitrator.

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms of Use. The arbitrator will issue a written reasoned award describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

13.7 Waiver of Jury Trial.

The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all Claims will be resolved by arbitration under this Dispute Resolution section. You and we both acknowledge that arbitration awards are typically subject only to very limited review by a court.

IN THE EVENT ANY LITIGATION SHOULD ARISE BETWEEN THE PARTIES IN ANY STATE OR FEDERAL COURT IN A SUIT TO VACATE OR ENFORCE AN ARBITRATION AWARD OR OTHERWISE, THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL, INSTEAD ELECTING THAT THE DISPUTE BE RESOLVED BY A JUDGE.

13.8 Waiver of Class or Consolidated Actions.

All Claims within the scope of this Dispute Resolution section must be arbitrated or litigated on an individual basis and not on a class-action or mass-action basis. Claims of one customer or

user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

13.9 Confidentiality.

All aspects of the arbitration proceeding, including without limitation the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Dispute Resolution section, to enforce an arbitration award, or to seek injunctive or equitable relief.

13.10 Severability. If any part or parts of this Dispute Resolution section are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts will be of no force and effect and will be severed, and the remainder of this Dispute Resolution section will continue in full force and effect.

13.11 Right to Waive.

Any or all of the rights and limitations set forth in this Dispute Resolution section may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Dispute Resolution section as to the parties or to third parties.

13.12 Survival.

This Dispute Resolution section will survive the termination of your relationship with us.

13.13 Small Claims Court.

Notwithstanding the foregoing, either party may bring an action in small claims court to the extent the dispute falls within the scope of such court's jurisdiction.

13.14 Emergency Equitable Relief.

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration, and/or to compel arbitration hereunder. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Dispute Resolution section.

13.15 Claims Not Subject to Arbitration.

For any claim that by law is not subject to arbitration, we and you agree to submit and consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state or federal courts located in New York County, New York.

13.16 Fees and Costs

In any arbitration under this Dispute Resolution section, each party will be responsible for paying any fees in accordance with AAA rules, except that HUGO BOSS will pay for your reasonable filing, administrative, and arbitrator fees if the claim for damages does not exceed the amount paid for the product which is the subject of the dispute, unless the arbitrator determines that your Claim was frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

14. Miscellaneous

14.1

These Terms and Conditions constitute the entire, full and complete agreement between yourself and HUGO BOSS, and supersede all prior oral or written understandings, communications or agreements. These Terms and Conditions are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms and Conditions to anyone else and any attempted assignment or delegation is void. Even after your rights under these Terms and Conditions are terminated, all provisions of these Terms and Conditions which by their nature should survive, will survive, including without limitation ownership provisions, warranty disclaimers, indemnification obligations, and limitations of liability.

14.2

HUGO BOSS reserves the right at any time and from time to time to change the present Terms and Conditions. We will notify you of any changes to our Terms and Conditions by posting the new Terms and Conditions on the Site with the effective date. If you have an order in process on the date the change is effective, the version of the Terms and Conditions in effect on the date you reserved the purchase on your credit card shall apply. Changes to these Terms and Conditions will be effective thirty (30) calendar days following our posting of the changes on our Site. Continued use of the Services, including purchasing products from us, following such changes will indicate your acknowledgement of such changes and agreement to be bound by such changes and the Terms and Conditions as modified thereby. Please regularly check <https://www.hugoboss.com/us/about-hugo-boss/terms-and-conditions/terms-conditions.html> to view the then-current Terms. At our discretion, we may also (but shall not be obligated to) notify you of certain changes by sending you an email to the email address associated with your account. You are responsible for keeping your e-mail address current.

HUGO BOSS also reserves the right to modify or discontinue temporarily or permanently, the Services (or any part thereof) with or without notice. This also includes modifying or completely ceasing specific offers and services with a cost obligation. You agree that HUGO BOSS shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services. If you object to any such changes, your sole recourse will be to cease access to the Services. Continued access to the Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. You agree that we, in our sole discretion, may immediately terminate your access to the Services at

any time, for any reason, in our sole discretion. You agree that we will not be liable to you or any other party for any termination of your access to the Services.

14.3

Each section, paragraph, part, term, and/or provision of these Terms and Conditions shall be considered severable; and if, for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such provision shall not impair the operation, or have any other effect upon, other provisions of these Terms and Conditions as may remain otherwise intelligible, and the latter shall continue to be given full force and effect to bind you and HUGO BOSS; and said invalid provisions shall be deemed not to be part of these Terms and Conditions. The paragraph headings in these Terms and Conditions, are included only to help make these Terms and Conditions easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default

14.4

The law of the State of New York and of the United States, excluding their choice of law provisions, will be applicable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

14.5

The present Terms and Conditions can be downloaded as PDF.

15. **Contacting us**

15.1

Please e-mail us at service-us@hugoboss.com or call us at 1-800-HUGOBOSS (1-800-484-6267) 24 hours, 7 days a week.