

TERMS OF USE

HUGO BOSS Website

(Issued: 1 July 2022)

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4. INFORMATION SENT TO HUGO BOSS

All comments, suggestions, ideas and other content which you send to or otherwise make available to HUGO BOSS (Information Sent) will be treated as non-confidential. HUGO BOSS is not obliged to treat the Information Sent confidentially. HUGO BOSS will be entitled to use and exploit the Information Sent free of charge.

5. Liability for Information Sent

You will be liable for ensuring that none of the information you send violates the rights of third parties, including, but not limited to, copyrights, trademarks, patent rights, business secrets, privacy or other personal rights or intellectual property rights. In connection with the foregoing, you will be required to indemnify HUGO BOSS against all third-party claims, including the reasonable costs of legally defending its rights.

6. USER BEHAVIOUR

- 6.1** You are prohibited while using the HUGO BOSS Sites (I) from inflicting damage on people (especially on minors) and from violating their rights of personality, (II) from behaving in a manner that violates public policy, (III) from sending content that is libelous, defamatory, obscene, insulting, pornographic or which glorifies violence or invades the privacy of another person, and (IV) from infringing industrial property rights or copyright or other proprietary rights and from advertising goods or services and from soliciting transfers of economic benefit.
- 6.2** User activities which are aimed at disabling the HUGO BOSS Sites or at least making their use more difficult are forbidden and may lead to HUGO BOSS instituting civil or criminal proceedings.
- 6.3** You are also prohibited from using the HUGO BOSS Sites for any purpose that is unlawful. In particular, you are not permitted to register third parties at the HUGO BOSS Sites for a subscription to a newsletter or similar publication (e.g. My Account) without their knowledge and express consent or to register them for a competition without their knowledge and express consent.
- 6.4** HUGO BOSS may block your access to the HUGO BOSS Sites at any time, including, but not limited to, where you breach your duties under these Terms of Use.

7. REGISTRATION AND PASSWORD

- 7.1** Some of the HUGO BOSS Sites may be password protected or some Sites that were previously freely accessible may now require that you register. You have no right to demand that HUGO BOSS register you. HUGO BOSS may at any time revoke your login authorization and block your login data without giving reasons, including, but not limited to, where (I) you made a false statement at the time you registered, (II) you violated the law when using the HUGO BOSS Sites or (III) you have, for an extended period of time, not used the HUGO BOSS Sites.
- 7.2** All information that you supply when registering must be truthful and you must notify HUGO BOSS without delay of any changes which subsequently affect the information supplied.
- 7.3** After you have successfully registered, you will automatically receive an e-mail notifying you that your account has been set up. Your e-mail address will at the same time be your user name for your account. During the registration process you will be asked to choose and submit a password. After you log into your account, you may change your password if you

wish. You must keep your user ID and password confidential, may not make them available to any third party and must protect your user ID and password from access by unauthorized third parties. You will be responsible for any misuse of your user ID or password.

8. ENTRY RULES FOR COMPETITIONS

These HUGO BOSS Sites may contain invitations to enter competitions. The following rules apply to all competitions: (I) competitions are not open to employees of HUGO BOSS AG or of its affiliates or to any of their relatives, (II) you will not be entitled to claim the cash value of a prize or to exchange your prize for another prize, and (III) no recourse may be had to the courts. These rules may be modified or replaced by other rules in specific cases.

9. LIABILITY

- 9.1** You are responsible for all your actions at or in connection with the HUGO BOSS Sites.
- 9.2** HUGO BOSS strives to ensure that these Sites are administered and maintained with due care. Nonetheless, HUGO BOSS does not warrant that the information contained on the HUGO BOSS Sites is error-free or accurate or that access to the HUGO BOSS Sites will be uninterrupted. Furthermore, it disclaims any liability for lost, damaged or deleted downloads.
- 9.3** HUGO BOSS accepts no liability for any damage arising directly or indirectly from the use of the HUGO BOSS Sites or the downloading of HUGO Tracks. Nothing in these Terms of Use excludes or limits HUGO BOSS's liability in cases of intentional harm, gross negligence, injury to life, body or health, fraudulent concealment of a defect or breach of a material contractual obligation where liability is mandatory. HUGO BOSS's liability for damages for breach of a material contractual provision will, however, be limited to the usual foreseeable damage except in cases involving its intentional wrongdoing or gross negligence.
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11. CHANGES / IMPROVEMENTS

HUGO BOSS reserves the right to amend these Terms of Use as well as to modify the content and structure of the HUGO BOSS Sites at any time. The right reserved above will also include the right to make certain offerings and services subject to payment or to discontinue them entirely.

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12.2 As stated in the relevant website credits, the individual web pages of the HUGO BOSS Sites are operated by HUGO BOSS AG, Holy-Allee 3, D-72555 Metzingen, Germany, and/or its subsidiaries. The aforementioned are also responsible for the individual pages of the HUGO BOSS Sites. The web pages comply with the requirements in the country in which the responsible company has its domicile. HUGO BOSS assumes no responsibility for the fact that information and/or content made available on the HUGO BOSS Sites can be accessed or downloaded at places outside of the relevant country. Where users access HUGO BOSS Sites from places outside of the relevant country, they will bear sole responsibility for compliance with the pertinent laws of such country.

12.3 The laws of the Federal Republic of Germany will apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.