

# TERMS OF USE

## Rhone Apparel, Inc.

(Last updated **December 31, 2019**)

- 1. ACCEPTANCE OF TERMS.** Rhone Apparel, Inc. (“**Company**”), which owns and operates [www.Rhone.com](http://www.Rhone.com), and you enter into this agreement subject to the following Terms of Use, as well as the terms set forth in our [Privacy Policy](#) (together, the “**Terms**”). The Terms govern your contractual relationship with Company, including but not limited to your use of Company’s website, [www.Rhone.com](http://www.Rhone.com) (“**Website**”), as well as your use of the Services and Products (defined below), if any. They create legally binding obligations, and you should review them carefully before accessing the Website or using any of the Services or Products. If you are accessing the Website on behalf of a company or other entity, you personally represent and warrant that you are authorized to bind such entity to the provisions hereof. If you do not agree to the Terms, you may not access the Website. The Terms may be revised from time to time with or without notice, and the then-current version of the Terms will apply to any future transaction, action, or omission of you or the Company.
  
- 2. COMMUNICATIONS.** When you visit the Website or send e-mails 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 the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Any comments, materials, or letters sent by you to Company, including, without limitation, questions, comments, suggestions, criticisms or the like (“**Received Materials**”), may be deemed by Company to be non-confidential and free of any claims of proprietary or personal rights. Company shall have no obligation of any kind with respect to such Received Materials and Company will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from and/or distribute the Received Materials without limitation or restriction. Furthermore, Company is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Company for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information or ideas, without compensation or any other obligations to anyone, including you.

3. **DESCRIPTION OF SERVICES AND PRODUCTS.** Company may provide users with a collection of services through the Website, which may include sharing features, chat features, message boards, polls, and surveys (collectively and individually, the “**Services**”). It also sells apparel and other items for personal use (“**Products**”). For purposes of clarity, the term “Services” includes all functionality made available through the Website, including any help desk system, connectivity API’s, and related support services, as well as any new features which augment or enhance the current Services and the release of new features or Products. Company reserves the right at any time to change or discontinue the Services or the sale of any Products with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services or Products. You are responsible for any taxes imposed on the sale or use of Services or Products and applicable taxes may be added to the amount charged for Services or Products purchased on the Website.
4. **ACCESS TO THE WEBSITE.** You are responsible for obtaining access to the Services, which may require transacting with third parties, such as internet providers, including any fees related thereto.
5. **LICENSE AND SITE ACCESS.** Company hereby grants you, subject to the Terms, a limited non-exclusive, non-sublicensable, non-transferable, license to use the Website and Services. You may not download any portion of the Website or use of any Services other than for your own personal use. You may not use any data mining, robots, or similar data gathering tools or otherwise exploit your access to the Services for any commercial purpose. You may not use any of the trademarks, logos, or other proprietary graphics without express written permission, which may be denied in Company’s absolute discretion. Company’s logos, product and service names are trademarks of Company. All other trademarks appearing on the Website or in connection with the Products or Services are trademarks of their respective owners, and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made. You may not attempt to disassemble, decompile, reverse engineer, or otherwise modify or attempt to access the software, related code, or any portion of the Services. You may not use any of the Products in any manner to create any similar items that may compete with the sale of the Products.
6. **YOUR ACCOUNT AND DATA.** You are responsible for maintaining the confidentiality of any account information, including your login and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your

account or password. Company reserves the right (but does not accept any obligation) to refuse service, terminate accounts, or remove or edit content in its sole discretion. You are also solely responsible for the accuracy and currency of the data entered into the Services under your user account. By way of example, and not limitation, you are solely responsible for the information you provide in connection with any Service. The Website may include community features which may include features by which you provide community content, which consists of reviews, comments, posts, blogs, images, or other items you may post on the Website. If you provide any information to us via the community features, you grant us a worldwide, unlimited, royalty-free, perpetual license to use and refer to such information for any and all purposes.

7. **LINKS.** Company may provide links to other websites or resources. Because Company has no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability or content of such external sites or resources.
8. **COPYRIGHT and TITLE.** The Services, Products, and all copyrights, trade secrets and other proprietary rights therein, including any derivative work, are, and will remain the sole property of Company, regardless of the use made by you; and are protected by certain United States and international copyright laws and trademark laws. The Terms confer no title of ownership in the Services and are not a sale of any rights in the Services or Products, including any intellectual property rights related thereto. You agree to be bound by the provisions of the Privacy Policy with respect to Copyright.
9. **WEBSITE WARRANTY.** Company warrants that the Website and software related thereto do not infringe the intellectual property rights of any third party and agree to hold you harmless and indemnify you with respect to any final judgment obtained by a third party based on a claim that the Services infringe on the intellectual property rights of such third party.
10. **PRODUCT WARRANTY.** Company agrees that, at the time of delivery to you, the Products will conform in all material respects to the specifications posted on the Website relative to such Products and any express warranty made on the Website. You acknowledge and agree that Company is not responsible for damage or loss caused by your use of the Products or Services. Company is also not responsible for damage done by repeated use of

the Products that causes damage or loss over time. In addition to this provision, please note the other warranty disclaimers and provisions below.

11. **DISCLAIMER OF WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 9 and 10 OF THIS AGREEMENT, THE WEBSITE, SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY, ACCURACY, OR TRUTHFULNESS OF THE PRODUCTS, WEBSITE, THE SERVICES, OR ANY INFORMATION PROVIDED BY OR WITH RESPECT TO THE SERVICES, AND YOU AGREE TO HOLD COMPANY FROM AND AGAINST ANY SUCH CLAIMS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE WEBSITE AND/OR DELIVERY OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. Because some jurisdictions may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee. Any warranties made in the Terms are for your benefit only.

12. **LIMITATION ON LIABILITY.** IN NO EVENT WILL COMPANY, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE SERVICES OR PRODUCTS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT AND USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF \$250.00. THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY.

13. **GOVERNING LAW, JURISDICTION, GDPR and CCPA.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the United Nations Convention on the International Sales of Goods. The Parties hereby submit to the exclusive personal jurisdiction of the state and federal courts located in the State of Utah. Company complies with all applicable laws and regulations. This may require cooperation with governmental authorities with respect to information we receive from you. If we believe it is necessary, in our sole discretion, to disclose information about you to law enforcement officials or in connection with a court proceeding, you hereby consent to such disclosure. In addition, if we believe a disclosure of such information is necessary to protect our property and rights, to protect public safety, or to prevent potentially illegal or unethical conduct, we may disclose certain information, and you consent to such disclosure. To the extent the General Data Protection Regulation in Europe (“**GDPR**”) and/or the California Consumer Privacy Act (“**CCPA**”) apply to Company, Company complies with such laws. Our commitments in regard to those laws are set forth in our Privacy Policy.
14. **ATTORNEY FEES.** In case of an action to enforce any rights or conditions of the Terms, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party’s reasonable attorney fees and costs incurred.
15. **ENTIRE AGREEMENT; AMENDMENT.** The Terms are a binding contract and constitute the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof; are intended as the parties’ final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral; and may be amended or modified only by an instrument in writing signed by both parties.
16. **NON-WAIVER.** No waiver of any provision of the Terms shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of the Terms shall not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision.

17. **NO THIRD-PARTY BENEFICIARIES.** Nothing in the Terms, express or implied, is intended to confer on any person, other than the parties to the Terms, any right or remedy of any nature whatsoever. Notwithstanding the foregoing, in the event of a dispute between a Service Requester and a Service Provider, these Terms shall be deemed binding on both parties.
18. **SEVERABILITY; BINDING EFFECT.** If any provision of the Terms shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of the terms shall not be impaired. The Terms shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.
19. **FORCE MAJEURE.** Company will not be liable for, or be considered to be in breach of or default under the Terms on account of, any delay or failure to perform as required by the Terms as a result of any cause or condition beyond Company's reasonable control.
20. **INDEMNIFICATION.** You agree to defend, indemnify and hold Company harmless from and against any cost, expense, fee, judgment, ruling, allegation, governmental action, or claim, including attorney fees, related to (1) a claim brought by a third party that your use of the Services, any community features or any community content you provide infringes upon the intellectual property rights of any third party; (2) a claim brought by a third party that your use of the Services, any community features or any community content you provide constitutes libel or slander, or any other tort; or (3) a claim by a third party related to your use of any Product.
21. **LINKING POLICY.** You may create a link to the Website so long as the link does not portray Company or its Products or Services in a false, misleading, derogatory, otherwise offensive manner. You agree to remove any link if requested by Company, in its sole and absolute discretion, and you may not charge to remove such link. If you fail to move such link immediately, you agree to be responsible for Company's attorney fees and court costs expended in enforcing this provision. You may not use any of Company's logos, trademarks, or other proprietary graphics as part of your link.