

RALPH LAUREN B2B PORTAL

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The particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors of products offered on the Site.

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Some features on this Site require use of a password. You are responsible for protecting your password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your password. If you have any reason to believe or become aware of any loss, theft, or unauthorized use of your password, notify Ralph Lauren immediately. Ralph Lauren may assume that any communications Ralph Lauren receives under your password have been made by you unless Ralph Lauren receives notice otherwise.

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We respect the intellectual property rights of others and request that you do the same. If you think your work has been copied in a manner that constitutes copyright infringement, you may notify our Legal Department, who can be reached at:

625 Madison Avenue

5th Floor

New York, New York 10022

Or by phone at: 212-705-8200

In order for us to more effectively assist you, the notification must include ALL of the following:

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3. Information reasonably sufficient to locate the material in question on the Site;
4. Your name, address, telephone number, email address, and all other information reasonably sufficient to permit Ralph Lauren to contact you;
5. 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
6. 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 are authorized to act on behalf of the copyright owner.

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JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend, and hold harmless Ralph Lauren and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors, and suppliers from and against any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Site and any violation of these Terms of Use. If you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Ralph Lauren reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Ralph Lauren in the defense of such matter.

Applicable Law

The laws of the State of New York govern these Terms of Use and your use of the Site. We recognize that it is possible for you to obtain access to this Site from any jurisdiction in the world, but we have no practical ability to prevent such access. This Site has been designed to comply with the laws of the State of New York and of the United States. If any material on this Site, or your use of the Site, is contrary to the laws of the place where you are when you access it, the Site is not intended for you, and we ask you not to use the Site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Disputes

Ralph Lauren, including its subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, and you agree that any and all disputes or claims relating in any way to these Terms of Use, your use of the Site, or to any products or services sold or distributed by us or through the Site, including disputes concerning the scope or applicability of this agreement to arbitration ("Disputes"), as well as questions as to the arbitrability of any and all Disputes, and even if the events giving rise to Disputes occurred before this Terms of Use became effective, will be resolved in a confidential, individual and fair arbitration process, and not in court. Each of us agrees to give up our right to sue in court (except small claims court), our right to have our claims heard by a jury, and our right to represent, in a class action or otherwise, anyone but ourselves.

The only exceptions to this arbitration agreement are that (i) each of you and we retain the right to sue in small claims court and (ii) each of you and we may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16, and federal arbitration law apply and govern the interpretation and enforcement of this Terms of Use.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

Commencing Disputes

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808. During the first 45 days after we receive your notice (the "Pre-Arbitration Period"), we may try to reach a settlement of the dispute. If we do not resolve the dispute ourselves within the Pre-Arbitration Period, you may commence arbitration. The arbitration will be conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules"), as modified by this Agreement. The JAMS Rules are available at <http://www.jamsadr.com/rules-streamlined-arbitration/> www.adr.org or by calling 1-800-352-5267.

Arbitration firms ordinarily charge fees to both sides to conduct arbitrations. The claimant in arbitration heard by JAMS has to pay \$250 to start a case, whether the claimant wins or loses. In the event you commence arbitration for an amount less than \$10,000, after we receive notice that you have done so, we will reimburse you for your payment of this filing fee and we will pay JAMS any case management fees associated with the arbitration and the professional fees for the arbitrator's services, pursuant to the JAMS Rules. We will not seek to recover the filing fee we reimbursed to you unless the arbitrator determines that you brought your claim frivolously or for an improper purpose.

Each of us may incur attorneys' fees during the arbitration. Each of us will bear our own attorneys' fees, except in the following circumstances. If applicable law permits a prevailing party to recover attorneys' fees, the prevailing party may seek fees as applicable law permits. If applicable law does not permit a prevailing party to recover its attorneys' fees, but you prevail in the arbitration and win an award at least 25% greater than our highest pre-arbitration settlement offer, then we will pay your reasonable attorneys' fees for time reasonably expended at rates that prevail for attorneys in your home county, in an amount not to exceed the greater of \$10,000 or 20% of the arbitrator's damages award to you. If we prevail in the arbitration, we will seek to recover our reasonable attorneys' fees and reimbursement of arbitration costs only if applicable law permits a prevailing party to see fees or if the arbitrator finds that you brought a claim frivolously or for an improper purpose and applicable law does not preclude us from seeking our fees and costs.

The Arbitration

The arbitration will be conducted by one neutral arbitrator selected with the participation and involvement of both parties pursuant to the JAMS Rules.

If your claim is for \$10,000 or less, we agree, pursuant to the JAMS Rules, that the dispute should be resolved without an oral hearing, unless the arbitrator requests otherwise. Any in-person hearing for a claim of less than \$10,000 must be conducted in New York, New York. If your claim is for more than \$10,000, the manner and place of the hearing will be determined in accordance with the JAMS Rules.

Regardless of how the arbitration proceeds, the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

Class Action Waiver: No Consolidation of Arbitral Claims

We agree that the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not order us to pay any monies to or take any actions with respect to persons other than you, unless we explicitly consent in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. Further, unless we both agree in writing, the arbitrator may not consolidate other persons' claims with yours or ours, and may not otherwise preside over any form of a representative, multi-claimant or class arbitration proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial and we each irrevocably consent to the exclusive jurisdiction of the courts located in New York County, New York.

Changes to These Terms of Use

We reserve the right, in our sole discretion, to change these Terms of Use at any time by posting revised terms on the Site. It is your responsibility to check periodically for any changes we may make to these Terms of Use. Your continued use of this Site following the posting of changes to these Terms of Use or other policies means you accept the changes.

In the event we make material changes to the Terms of Use, notice of these changes will be posted on the homepage of this website and the revised Terms of Use will take effect 30 days after their publication on this Site.

Entire Agreement and Admissibility

This agreement and any policies or operating rules posted on this Site constitute the entire agreement and understanding between you and Ralph Lauren with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. In the event that we accept an order or any portion thereof from you to purchase products using the Site, these Terms of Use, solely in their application to such order, shall be deemed amended by and part of the accepted terms of such order, but shall otherwise remain in effect without amendment or modification.

Severability

If any provision of this agreement is unlawful, void, or unenforceable, the remaining provisions of the agreement will remain in place.

How to Contact Us

If you have questions or comments about these Terms of Use or this Site, please contact us at RL-B2B-Support@RalphLauren.com