

HUGO BOSS

HUGO BOSS Website

Terms of Use

The following Terms of Use apply to the websites offered by HUGO BOSS AG and/or its subsidiaries as well as the associated services (collectively referred to as "HUGO BOSS Sites"). These General Terms of Use may in a specific case be supplemented, modified or replaced by additional terms and conditions, e.g. for the purchase of merchandise. You are deemed to have accepted the application of these Terms of Use at the time you log in or, where no special log in is required, at the time you start using a HUGO BOSS site.

Copyright and Other Intellectual Property Rights

© 1999-2015 Copyright HUGO BOSS AG. All rights reserved. The content of the HUGO BOSS Sites, including, but not limited to, their web pages, programs, graphics, illustrations, audio, videos, scripts, texts as well as the arrangement of same on the Sites are subject to copyright protection and other laws protecting intellectual property.

The content of the HUGO BOSS Sites may not be used for commercial, business and/or public purposes, in particular it may not be copied, distributed, modified or made accessible to third parties. Any copies made of the content must contain a HUGO BOSS copyright notice. Notices of protected rights may not be removed.

You may download selected pieces of music in MP3 format found under the "HUGO Tracks" tab on the HUGO BOSS Sites as long as such pieces of music are designated as "HUGO Tracks" (hereinafter referred to as "HUGO Tracks"). If they are MyAccount registered users, users may select HUGO Tracks online and download the specified number of copies in digital form once per user.

HUGO BOSS grants you a non-exclusive, non-sublicensable, worldwide, perpetual right to use the HUGO Tracks with the following scope: You may download the HUGO Tracks onto your hard disc in order to save and copy them for your own private purposes, you may listen to them as often as you like and you may copy them onto mobile players. You may pass on burned audio CDs free of charge to a small group of family and friends for their private use within the scope described above.

HUGO BOSS

Any use beyond the scope described above is not permitted. In particular, you are prohibited from using the pieces of music for commercial purposes. This applies especially to the distribution, sale or other disposition for a charge of any audio CDs or copies or recordings thereof. You are not permitted to engage in any reverse engineering steps such as modifying or editing the audio material, for example, by playing MP3s and subsequently redigitalizing them.

You may not post audio material on the Internet or in exchanges (peer-to-peer (P2P)) and are not permitted to engage in any other form of network data exchange.

Trademarks

Unless provided otherwise, all trademarks on this Website are protected trademarks of HUGO BOSS or one of its licensors. This applies in particular to brands, collection labels, logos and emblems.

No License

You are not granted an explicit or implicit license or any other right to use the content of the HUGO BOSS Sites unless you first obtain the written consent of HUGO BOSS or the respective licensor. Any improper use of the content is strictly forbidden and HUGO BOSS will institute civil and criminal proceedings in relation thereto.

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.

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.

HUGO BOSS

User Behaviour

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.

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.

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.

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.

Registration and Password

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.

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.

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

HUGO BOSS

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.

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.

Liability

You are responsible for all your actions at or in connection with the HUGO BOSS Sites.

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.

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.

Statutory liability which does not require fault on the part of HUGO BOSS – for example, in the case of statutory liability under a guarantee – will remain unaffected by the limitations of liability stated above.

HUGO BOSS

Links / Content of Third Party Sites

To the extent that the HUGO BOSS Sites mirror other Internet sites which are operated by third parties or contain links to such sites, HUGO BOSS assumes no liability for the content of these sites nor does it endorse them or their content. HUGO BOSS is not responsible for the content of such sites. Your use of such sites is at your own risk.

You are not permitted to post any content to the HUGO BOSS Sites unless HUGO BOSS has requested you to do so or has explicitly made the necessary applications available. As a rule, HUGO BOSS has no control or influence over the content posted by users of the HUGO BOSS Sites or other third parties. The persons responsible for such content are the users or third parties who posted such content, but not HUGO BOSS.

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.

Miscellaneous

The courts of Stuttgart will have jurisdiction if you are a "merchant" within the meaning of the German Commercial Code (Handelsgesetzbuch - HGB).

As stated in the relevant website credits, the individual web pages of the HUGO BOSS Sites are operated by HUGO BOSS AG, Dieselstraße 12, 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.

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.

H U G O B O S S

17 January 2017