

JAFFE AWARDS TERMS OF USE

Updated & Effective as of: March 1, 2019

These terms of use (“Terms of Use”) only cover sections of ascenaretail.com that are specific to the Jaffe Awards program (www.ascenaretail.com/our-culture/ascena-foundation/jaffe-awards, and related subpages), and any related application, feature, page, form, or online service that posts or expressly indicates it is governed by these Terms of Use (the “Site”). The Site is provided by or on behalf of Ascena Foundation, a 501(3)(c) charitable organization (“Ascena Foundation”).

By visiting or using our Site, you agree to these Terms of Use. Certain features of the Site, such as the Jaffe Awards contest (“Contest”), may be subject to additional rules, guidelines, or terms (“Additional Terms”), which will be posted on the Site in connection with such features. All such Additional Terms are incorporated by reference into this Agreement. In the event of any conflict between these Terms of Use and any Additional Terms, the Additional Terms will govern unless they expressly state otherwise. These Terms of Use and any Additional Terms are referred to collectively as the “Agreement.” Please also read the Site’s [Privacy Policy](#).

THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT, IF ANY) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SITE.

These Terms of Use address:

- [Ownership and Feedback](#)
- [Licenses](#)
- [User Content](#)
- [Indemnity](#)
- [Disclaimers](#)
- [Limitation on Liability & Release](#)
- [User Accounts](#)
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OWNERSHIP AND FEEDBACK

- 1 Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site (and all graphics, layout design, text, images, audio, video, designs, artwork, trade- and service marks, data, domain names, "look and feel" and any other materials making up any past, present, or future versions of the Site) are owned by Ascena Foundation or Ascena Foundation's licensors. The provision of the Site does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Ascena Foundation and its suppliers reserve all rights not granted in this Agreement.
- 2 If you provide Ascena Foundation any feedback or suggestions regarding the Site ("Feedback"), you hereby assign to Ascena Foundation all rights in the Feedback and agree that Ascena Foundation will have the right to use, reproduce, license, distribute, and otherwise commercialize such Feedback and related information in any manner it deems appropriate without any attribution or compensation to you. Ascena Foundation will treat any Feedback you provide to Ascena Foundation as non-confidential and non-proprietary. You agree that you will not submit to Ascena Foundation any information or ideas that you consider to be confidential or proprietary or that you know (i) is a trade secret or is subject to a patent, copyright, or other intellectual property claim or right of any third party or (ii) is subject to open-source or other license terms that seek to require any products incorporating or derived from such Feedback to be licensed to or otherwise shared with any third party.

LICENSES

- 1 **License.** Subject to the terms of this Agreement, Ascena Foundation grants you a non-transferable, non-exclusive, revocable license to use the Site for your personal, noncommercial use.
- 2 **Certain Restrictions.** The rights granted to you in this Agreement are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse

engineer any part of the Site; (c) you will not access the Site in order to build a similar or competitive service; and (d) except as expressly stated in this Agreement, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site will be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site content must be retained on all copies thereof.

- 3 Modification/Discontinuance.** Ascena Foundation reserves the right, at any time, to modify, suspend, or discontinue the Site or any part thereof with or without notice. You agree that Ascena Foundation will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any part thereof.

USER CONTENT

- 1 User Content.** “User Content” means any and all information and content that a user submits to or posts on the Site (e.g., video, photos, audio, messages, text, files, or other content you provide us). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Ascena Foundation. Because you alone are responsible for your User Content (and not Ascena Foundation), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Ascena Foundation is not obligated to backup any User Content and User Content may be deleted at any time. Ascena Foundation has no obligation to host or store your User Content and may delete it at any time. You are solely responsible for creating backup copies of your User Content if you desire. Under no circumstance will Ascena Foundation be liable for any inaccuracy or defect in any User Content.
- 2 License.** You remain the owner of your User Content, but you acknowledge that Ascena Foundation must have a license from you in order to accept your User Content. Accordingly, you hereby grant (and you represent and warrant that you have the right to grant) to Ascena Foundation and its parents, affiliates, subsidiaries, production partners, successors in interest, licensees, and assigns,

and each of their officers, directors, shareholders, agents, representatives and employees (each an “Ascena Foundation Party” and, collectively, the “Ascena Foundation Parties”) an irrevocable, nonexclusive, royalty-free and fully paid, worldwide, sublicensable and transferable license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, for any purpose in all formats and on or through any medium, technology, or device now known or hereafter developed. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution you may have with respect to your User Content (even if such User Content is altered or changed in a manner not agreeable to you) and you consent to the actions or inaction of any Ascena Foundation Party that may otherwise constitute an infringement of your moral rights.

- 3 **Acceptable Use Policy.** The following sets forth Ascena Foundation’s “Acceptable Use Policy” for the Site:

You agree not to post, submit, email, or otherwise make available User Content that:

- is unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, libelous, or invasive of another’s privacy, or harmful to minors in any way;
- harasses, degrades, intimidates or is hateful toward an individual or group of individuals, including, without limitation, on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- is inappropriate for display in a public forum;
- is false, deceptive, misleading, deceitful, misinformative, constitute “bait and switch” or impersonation of any person or entity, including impersonating any Ascena Foundation employee or representative;
- solicits donations or contains your own or any third party’s advertising or promotional materials (except as may be expressly solicited by Ascena Foundation as part of a contest or other promotion);
- is junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

- violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- restricts or inhibits any other user from using and enjoying the Sites or the services offered on it;
- includes your or any other person's personal information, such as telephone number, street address, last name, URL or email address (except as may be expressly solicited by Ascena Foundation as part of a contest or other promotion);
- that is a "cut and paste" of private messages from other users;
- that re-broadcasts any User Content that violates this Agreement; or
- that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to use the Site to:

- upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data;
- harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or violate the regulations, policies or procedures of such networks;
- attempt to gain unauthorized access to the Site, other computer systems or networks connected to or used together with the Site, through password mining or other means;
- tamper with any copyright protection mechanisms applicable to content on the Site;
- introduce software or automated agents or scripts to the Site so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely

to the extent necessary for creating publicly available searchable indices of the materials.

- 4 **Enforcement.** We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such acts may include removing all or a portion of your User Content and reporting you to law enforcement authorities. If Ascena Foundation elects to remove all or a portion of your User Content, Ascena Foundation nonetheless assumes no responsibility for the User Content. You agree that Ascena Foundation has no obligation to monitor or enforce your intellectual-property rights to your User Content, but has the right to protect and enforce its and its licensees' rights to your User Content. You further acknowledge and agree that Ascena Foundation may or may not display your User Content and may delete it at any time.
- 5 **Other Users.** Your interactions with other Site users are solely between you and such user. You agree that Ascena Foundation will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved. You acknowledge that other users may post comments about your User Content that may be derogatory, and Ascena Foundation has no obligation to monitor or delete any such User Content.

INDEMNITY

You agree to indemnify and hold each of the Ascena Foundation Parties harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your User Content (or any information or material transmitted through your computer or device, even if not submitted by you), (c) your violation of this Agreement or any misrepresentation made by you; or (d) your violation of applicable laws or regulations. Ascena Foundation reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Ascena Foundation. Ascena Foundation will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

DISCLAIMERS

THE SITE IS PROVIDED "AS-IS" AND "AS AVAILABLE" AND THE ASCENA FOUNDATION PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. NO ASCENA FOUNDATION PARTY MAKES ANY WARRANTY THAT THE SITE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. DUE TO THE INHERENT NATURE OF THE INTERNET, WE CANNOT GUARANTEE THAT INFORMATION, DURING TRANSMISSION THROUGH THE INTERNET OR WHILE STORED ON OUR SYSTEM OR OTHERWISE IN OUR CARE, WILL BE ABSOLUTELY SAFE FROM INTRUSION BY OTHERS, SUCH AS HACKERS. THE ASCENA FOUNDATION PARTIES ASSUME NO LIABILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER CONTENT. THE ASCENA FOUNDATION PARTIES ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR FAILURE OF ANY EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE SITE OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION IN ANY ACTIVITIES ON THE SITE OR DOWNLOADING MATERIALS. YOU UNDERSTAND THAT IF YOU DOWNLOAD ANY MATERIAL, YOU DO SO AT YOUR SOLE RISK.

LIMITATION ON LIABILITY & RELEASE

WITHOUT LIMITING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL ANY ASCENA FOUNDATION PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE OF ANY KIND (INCLUDING, WITHOUT LIMITATION (i) ANY INJURY, LOSS, DAMAGE, OR DEATH TO/OF PERSONS OR PROPERTY OR (ii) ANY LOST PROFIT OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES) ARISING FROM OR RELATING TO: (A) THIS AGREEMENT; (B) YOUR USE OF, OR INABILITY TO USE, THE SITE; (C) USER CONTENT; (D) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE ASCENA FOUNDATION PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITE; (E) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY

OWNERS; (F) DISPUTES AMONG SITE USERS; AND/OR (G) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUG, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, EVEN IF FORESEEABLE AND EVEN IF THE ASCENA FOUNDATION PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES, OR INJURIES THAT ARISE OUT OF AN ASCENA FOUNDATION PARTY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING OR RESTRAINING ANY EXPLOITATION OF THE SITE OR ANY WEBSITE, PROPERTY, PRODUCT, OR SERVICE OWNED OR CONTROLLED BY THE ASCENA FOUNDATION PARTIES.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY PORTION OF THE SITE IS TO STOP USING THE SITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ASCENA FOUNDATION PARTIES' COLLECTIVE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SITE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO TEN US DOLLARS (\$10). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

USER ACCOUNTS

Certain areas of the Site may ask or require you to register or otherwise provide information to participate, such as Promotions (as defined below). When you choose to provide information to the Site, you agree to provide only true, accurate, current, and complete information. You agree to be responsible for any activities that occur under your account or password (if any), and you agree you will not sell or otherwise transfer your account or any associated rights. We reserve the right to terminate your account or otherwise deny you access in our sole discretion without notice and without liability.

THIRD PARTY SITES

The Site might contain links to third party websites and services for third parties or other third-party content. In addition, content and products offered by the Site might be made accessible via applications and technologies supplied by third parties with whom we have contracted (all of the preceding collectively, "Third Party Sites"). Such Third Party Sites are not under the control of Ascena Foundation and Ascena Foundation is not responsible for any Third Party Sites. Ascena Foundation provides these Third Party Sites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites. You use all Third Party Sites at your own risk. When you follow a link to a Third Party Site, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites.

SOCIAL FEATURES

You may choose, at your sole and absolute discretion and risk, to use applications that enable interactions between the Site and a third-party website or online service (each, a "Social Application"), such as to publicly "share" content from the Site by posting it from your account on a social-networking service. By using any Social Application, you acknowledge and agree: (i) your use of a Social Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Ascena Foundation has not provided such information and (ii) your use of any Social Application is at your own option and risk and you will hold Ascena Foundation harmless for the sharing of information that results from your use of such Social Application. You must read all login boxes and other pop-up boxes closely for notices about sharing your account information with, through or by any other means identified on a Social Application.

SWEEPSTAKES, CONTESTS, & PROMOTIONS

Any sweepstakes, contests, or promotions, including the Contest (collectively and individually "Promotions") accessible through the Site may be governed by its own set of official rules, which may have eligibility requirements, such as certain age or geographic area restrictions. By entering or participating in such Promotions, you will become subject to those official rules. It is your responsibility to read the applicable rules to determine whether or not your participation, registration or entry will be valid or

restricted, and to determine the sponsor's requirements of you in connection with the applicable Promotion.

JURISDICTIONAL ISSUES

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Ascena Foundation to any registration requirement within such jurisdiction or country. Ascena Foundation controls and operates the Site from offices located in the United States and makes no representations or warranties that the information, services, and/or Promotions contained on the Site are appropriate for use or access in other locations. Anyone using or accessing the Site from other locations does so on their own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Site or any portion of the Site to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

LINKING POLICY

Ascena Foundation grants you the revocable permission to link to the Site; provided, however, that any link to the Site: (a) must not frame or create a browser or border environment around any of the content on the Site or otherwise mirror any part of the Site; (b) must not create the false impression that Ascena Foundation is endorsing or sponsoring any third party or its products or services, unless Ascena Foundation has given the third party its prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise harm Ascena Foundation or its products or services (as determined by Ascena Foundation in its sole opinion); (d) must not use any Ascena Foundation trademark without the prior written permission from Ascena Foundation; (e) must not contain content that could be construed as distasteful, offensive, controversial, or otherwise objectionable (in Ascena Foundation's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to this Agreement. By linking to the Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in this Agreement, Ascena Foundation reserves the right to prohibit linking to the Site for any reason in our sole and absolute discretion.

TERM AND TERMINATION

Subject to this Section, this Agreement will remain in full force and effect while you use the Site. We may (a) suspend your rights to use the Site or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site in violation of this Agreement. Upon termination of this Agreement, your right to access and use the Site will terminate immediately. Ascena Foundation will not have any liability whatsoever to you for any termination of this Agreement, including for the deletion of your User Content. We reserve the right to investigate suspected violations of this Agreement and suspected violations may be referred to law enforcement authorities where appropriate. Any provision of this Agreement, which by its terms, ought to survive, will survive termination of the Agreement.

REPORTING COPYRIGHT AND OTHER INTELLECTUAL-PROPERTY VIOLATIONS

You may not use the Site for any purpose or in any manner that infringes the rights of any third party. Ascena Foundation encourages you to report any content on the Site that you believe infringes your rights. Only the intellectual-property rights owner or a person authorized to act on behalf of the owner can report potentially infringing content. If you have a good-faith belief that content on the Site infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below. In accordance with the provisions of the Digital Millennium Copyright Act, 17 USC sec. 512 (“DMCA”), our Site have designated an agent to receive notices of claims of copyright infringement. If you believe your copyright has been infringed, you may provide us with notice at the contact information below. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (e.g. a URL);

- Information reasonably sufficient to permit us to contact you, including an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that any content on the Site contains your rights other than copyrights, please provide Ascena Foundation with at least the following information:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- an explanation of what rights you own/have and why you believe the content infringes your rights sufficient for us to evaluate your complaint; and
- accurate contact information for you.

Please send your notice of claims of copyright infringement on or regarding the Site or a complaint regarding alleged violation of rights other than copyrights to Ascena Foundation's copyright agent, who can be reached as follows:

Name: Rosanne T. Yang

By Mail: c/o Ascena Retail Group, 8323 Walton Parkway, New Albany, OH 43054

By Fax: (614) 775-3936

By Phone: (614) 775-3500

By Email: ip@ascenaretail.com

NOTE: The contact information for our designated agent provided in this section is for notices or complaints regarding potential copyright and infringement of other intellectual-property rights only.

It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

We may give notice to our users that we have received a notice of infringement by means of a general notice on our site, email to a user's email address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for the Southern District of New York, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We have a policy of terminating access to our Site of any user who repeatedly infringes the proprietary rights of any third party.

GENERAL

- **Changes to Terms of Use.** This Agreement is subject to occasional revision, and if we make any material changes, we may notify you by prominently posting notice

of the changes on the Site. Any changes to this agreement will be effective upon our posting of the updated Agreement on the Site or as otherwise specified in the updated Agreement. Continued use of our Site following the effective date of the new Agreement (or engaging in such other conduct as we may reasonably specify) will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such new Agreement.

- **Legal Capacity.** This is a general audience service for adults. Ascena Foundation assumes, and by using this Service you warrant that, you have legal capacity to enter into this Agreement; for example, you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract.
- **Dispute Resolution/Governing Law.**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. This Agreement and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of New York, without reference to its conflicts of laws principles. Any legal actions, suits, or proceedings related to this Agreement (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over Rockland County, New York. You agree, to the extent permitted by applicable law: TO ACCEPT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS OF ROCKLAND COUNTY, NEW YORK, BOTH FEDERAL AND STATE, FOR RESOLUTION OF ANY DISPUTES IN CONNECTION WITH THIS AGREEMENT. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND ASCENA FOUNDATION ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND ASCENA FOUNDATION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

- **Entire Agreement / Waiver / Severability / Interpretation / Assignment.**

This Agreement constitutes the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word “including” means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and

enforceable to the maximum extent permitted by law. Your relationship to Ascena Foundation is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations in this Agreement, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Ascena Foundation's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon assignees.

- **Contact Us:** If you have any questions regarding this Agreement, you may contact us at philanthropy@ascenaretail.com.