

## TERMS & CONDITIONS OF USE

### AGREEMENT BETWEEN USER AND ROGUE AMERICAN APPAREL

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Rogue American Apparel reserve the right, in its sole discretion, to terminate your access to the Rogue American Apparel website and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rogue American Apparel as a result of this agreement or use of the Rogue American Apparel website. Rogue American Apparel's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Rogue American Apparel's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Rogue American Apparel Store website or information provided to or gathered by Rogue American Apparel with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Rogue American Apparel with respect to the Rogue American Apparel website and it supersedes all prior or

contemporaneous communications and proposals, whether electronic, oral or written, between the user and Rogue American Apparel with respect to the Rogue American Apparel website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents are drawn up in English.

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