

Terms of Service

Effective Date: February 24, 2026

Welcome to Aimé Leon Dore. These Terms of Service (the “**Terms of Service**”) set forth the terms and conditions that apply to your access and use of our websites www.aimeleondore.com (the “**US Website**”) and eu.aimeleondore.com (the “**EU Website**,” and together with the U.S. Website, the “**Websites**”), any mobile applications we may develop in the future (each, an “**App**”), and your engagement with our services (collectively, the “**Services**”). Please review the following terms carefully. If you do not agree to these terms, you may not access or use the Services.

The terms “**Aimé Leon Dore**” or “**us**” or “**we**” or “**our**” refer to AIMÉ LEON DORE INC., the owner of the Services. The terms “**you**” or “**your**” refer to the user or viewer of the Services.

BY ACCESSING OR USING THE SERVICES, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, AND (2) YOU REPRESENT AND WARRANT THAT YOU ARE NOT PROHIBITED BY LAW FROM ACCESSING OR USING THE SERVICES IN YOUR JURISDICTION. THESE TERMS OF SERVICE CONTAIN, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER. PLEASE READ THE “**ARBITRATION**” SECTION BELOW FOR ADDITIONAL INFORMATION.

Acceptance

These Terms of Services are the only agreement between us and you and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Services, the content, products or services provided by or through the Services, and the subject matter of these Terms of Service. You must be at least the age of legal majority where you live (which is currently 18 years old in most states) to use our Services, or you must have the permission of your parent or guardian who must agree to these terms on your behalf.

Modifications

These Terms of Service may be amended at any time by us without specific notice to you. The latest Terms of Service will be posted on the Services, and you should review the Terms of Service prior to using the Services, so you are aware of any changes. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes.

Privacy

The **Privacy Policy** is incorporated by reference into these Terms of Service, and your agreement to be bound by these Terms of Service means you are also bound by the Privacy Policy.

Shipping and Return Policies

Our **Shipping Policy** and **Return Policy** are incorporated by reference into these Terms of Service, and your agreement to be bound by these Terms of Service means you are also bound by these policies.

Cancellation and Order Modification Policies

Our Cancellation Policy and Order Modification Policy are incorporated by reference into these Terms of Service, and your agreement to be bound by these Terms of Service means you are also bound by these policies.

Use of Services

Certain sections of, or offerings from, the Services may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. You also agree not to permit any other person, or multiple users on a network, to access and use the Services under your account. You are responsible for preventing such unauthorized use.

We reserve the right to close, suspend, or limit access to your account and/or the Services in the event that, in our sole discretion, (a) we are unable to obtain or verify identity or eligibility; (b) the security of your account has been compromised; or (c) your account has been used in, or seems to have been used in, a nefarious manner.

Copyright

All text, photographs, images, illustrations, graphics, video material, audio material, music, software, tools, logos, titles, names, button icons and the selection, compilation and arrangement thereof on the Services, and other matters related to the Services (collectively, "**Site Content**") are protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights). The copying, redistribution, use or publication by you of any such Site Content or any part of the Services, except as allowed by these Terms of Service below, is strictly prohibited. You do not acquire ownership rights to any Site Content or other materials viewed through the Services. The posting of information or materials on the Services does not constitute a waiver of any right in such information and materials. Some of the content on the Services is the copyrighted work of third parties.

Trademarks

Aimé Leon Dore's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Aimé Leon Dore or its affiliates or licensors. You must not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify such marks without the prior written permission of Aimé Leon Dore. All other names, logos, product and service names, designs, and slogans on the Websites and App are the trademarks of their respective owners.

Limited License; Permitted Use

You are granted a non-exclusive, non-transferable, non-sublicensable, revocable and personal license to access and use the Services and Site Content strictly in accordance with these Terms of Service. All other rights are reserved.

Restrictions and Prohibitions on Use

Your license for access and use of the Services and Site Content therein are subject to the following restrictions and prohibitions on use: you may not (a) copy, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Services or any Content retrieved therefrom; (b) create compilations or derivative works of any Site Content from the Services; (c) use any Site Content from the Services in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (d) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Services; (e) make any portion of the Services available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (f) remove, decompile, disassemble or reverse engineer any software in the Services or use any network monitoring or discovery software to determine the Services' architecture; (g) use any automatic or manual process to harvest information from the Services; (h) use the Services for the purpose of gathering information for or

transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or non-existent domain names, or other means of deceptive addressing; or (3) unsolicited telephone calls or facsimile transmissions or telephone solicitations; (i) use the Services in a manner that violates any state or federal law; (j) export or re-export the Services or any portion thereof, or any software available on or through the Services, in violation of the export control laws or regulations of the United States; (k) use any payment method in a fraudulent manner or that was otherwise obtained fraudulently; (l) impersonate another user, person or entity, or use or attempt to use another user's account without express written consent from such user and us; and (m) use the Services in any way except as permitted by these Terms of Service.

Errors, Corrections and Changes

We do not represent or warrant that the Services will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Services will be correct, accurate, timely or otherwise reliable or appropriate for your use. We may make changes to the features, functionality or content of the Services at any time. We reserve the right in our sole discretion to edit or delete any information or Site Content appearing on the Services.

Third-Party Content

Third-party content may appear on the Services or may be accessible via links from the Services. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Services. You understand that the information and opinions in the third-party content represent solely the thoughts of the author and are neither endorsed by nor do they necessarily reflect our belief.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of these Terms of Service and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, payment processors or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Nontransferable

Your right to use the Services is not transferable or assignable. Any password or right given to you to obtain information is not transferable or assignable.

Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers, attorneys, advertisers, products and service providers, and affiliates (collectively, "**Affiliated Parties**") harmless from and against any and all damage, liability, loss, claim, fine, penalty, cost and expense, including reasonable attorney's fees and expenses (including any incurred in enforcement of this indemnity) arising in any way from or in connection with (i) your use, or misuse, of the Services or any goods and services available or purchased on or through the Services; (ii) any violation by you of these Terms of Service, our [Privacy Policy](#) or any other policy posted on the Services applicable to your use of the Services; and (iii) use of any Submission (as defined below); and (iv) any violation of the rights of a third-party.

Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL WE OR ANY AFFILIATED PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR RELATED TO THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE, THE WEBSITES, SERVICES, ANY SITE CONTENT OR OTHER MATERIALS, OR ANY THIRD PARTY SITES OR PRODUCTS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, OUR AND OUR AFFILIATED PARTIES' COLLECTIVE AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS OF SERVICE IS LIMITED TO THE LESSER OF (A) THE AGGREGATE OF ALL AMOUNTS PAID BY YOU TO AIMÉ LEON DORE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) \$100, AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THIS AGREEMENT.

The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between us and you. The Services and the Site Content presented would not be provided without such limitations.

DISCLAIMER

VISITORS TO THE WEBSITES OR SERVICES AGREE THAT THEIR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THE WEBSITES OR SERVICES IS AT THEIR SOLE RISK. THE WEBSITES, THE SERVICES AND ALL SITE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) ANY WARRANTIES CONCERNING THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE CONTENT ON THE WEBSITES OR SERVICES; (b) ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FUNCTIONALITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE WEBSITES, SERVICES, OR SITE CONTENT; AND (c) ANY WARRANTIES AS TO THE LAWFULNESS OF YOUR USE OF THE SERVICES. WE DO NOT REPRESENT, WARRANT OR GUARANTEE: (x) THAT THE SERVICES, ANY PORTION OF THE WEBSITES OR SERVICES, OR E-MAILS SENT FROM OR ON BEHALF OF US ARE OR WILL BE FREE FROM VIRUSES, SCRIPTS, WORMS, TROJAN HORSES, OR ANYTHING ELSE CONTAINING DESTRUCTIVE PROPERTIES; (y) THAT ACCESS TO THE WEBSITES OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (z) THE WEBSITES OR SERVICES WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. THE SERVICES ARE VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAWS. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE WEBSITES OR SERVICES. WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND SITE

CONTENT SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES, SITE CONTENT, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY IN ANY MANNER.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS RELATED TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR SUCH AS FORGOTTEN PASSWORDS OR MISTYPED ADDRESSES; (ii) SERVER FAILURE OR DATA LOSS; (iii) UNAUTHORIZED ACCESS TO YOUR ACCOUNT; (iv) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES; OR (v) YOUR INABILITY TO USE THE SERVICES AS A RESULT OF ANY APPLICABLE LAWS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU.

Use of Information

We reserve the right, and you authorize us, to use and share, in any manner consistent with our **Privacy Policy**, all information regarding your use of the Services. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a “**Submission**”) will forever be our property. We will not be required to treat any Submission as confidential and will not be liable for the use of any ideas provided by you (including without limitation, product, service or advertising ideas). We will not incur any liability as a result of any similarities that may appear in our future products, services, or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

Copyright Complaints

We respect the intellectual property of others, and we ask you to do the same. It is not our intent to infringe on anyone’s intellectual property rights, and we will respond to allegations of copyright infringement in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”). If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice (“**DMCA Notice**”) with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyright work that you claim has been infringed;
- A description of where the infringing material is located on the Services;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the alleged infringing use is not authorized by the copyright owner, its agent, or the law; and
- 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 authorized to act on the copyright owner's behalf.

We may notify you if we receive a DMCA Notice about content that you submit. If you receive a notification that you are allegedly infringing on another's copyright, you may file a counter-notice. We will review all DMCA Notices and counter-notices in an objective manner. If we determine that the DMCA Notice is valid, we may remove the infringing content. If we determine your counter-notice to be valid, we will remove the complaint and take no further action regarding your account.

You can reach us directly by emailing us at terms@aimeleondore.com with the subject "Copyright Infringement." Please note that we may request additional information before removing any allegedly infringing material.

Please note that if you knowingly and/or materially misrepresent any of the above information (in a DMCA Notice or counter-notice), you may be responsible for damages, including the costs involved in investigating and responding to your claim and any legal costs and fees that may arise from your misrepresentation. If you continue to file fraudulent or inaccurate DMCA Notices or counter-notices, we reserve the right to contact law enforcement and terminate your account.

Severable and Survival

If any provision of these Terms of Service is found invalid or unenforceable pursuant to judicial decision, the remainder of these Terms of Service will remain valid and enforceable according to its terms. All terms that logically ought to survive the termination of these Terms of Service shall survive.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services and the Site Content provided therein.

Governing Law and Dispute Resolution

A. Governing Law – These Terms of Service will be governed by, and construed in accordance with, the laws in effect in the State of New York, and applicable federal law, without regard to its conflicts of law principles. Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) (a "**Dispute**") between you and us or our successors or assigns shall exclusively be settled through binding and confidential arbitration, unless earlier resolved in accordance with Section (B), below.

B. Pre-Arbitration Dispute Resolution – In the event of any Dispute arising between you and us, one party must first send a written notice of the Dispute to the other party by email with a delivery receipt requested ("**Notice**"). Our email address for Notice is terms@aimeleondore.com. The Notice must describe the nature and basis of the Dispute, and set forth the specific relief sought (the "**Demand**"). The parties shall first meet and confer by such method as the parties may mutually agree, to attempt to resolve the Dispute. The parties shall work together in good faith to attempt to resolve the Dispute directly for thirty (30) days after the Notice is received, or such further period as the parties may mutually agree. In the event that the Dispute is not resolved by the end of such thirty (30) day (or longer) period, then either party may commence arbitration, as further described below.

C. Arbitration – If the parties are unable to resolve a Dispute through the good faith negotiation procedure set forth in Section (B), above, then we both agree that such Dispute will be resolved by

binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate Disputes includes all claims arising out of or in any way related to these Terms of Service, and your receipt of text messages or email messages (as applicable) from us or our service providers, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS AGREEMENT, YOU AND AIMÉ LEON DORE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

D. Exceptions - Notwithstanding Section (C) above, nothing in these Terms of Service will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (ii) file suit on an individual basis in small claims court for applicable claims.

E. Arbitration Process - Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator in New York, New York or by video conference (at the claimant's election), and will be governed by National Arbitration and Mediation's ("**NAM**") Comprehensive Dispute Resolution Rules and Procedures (the "**NAM Rules**"), as may be modified by these Terms of Service. The NAM Rules and filing forms are available online at www.namadr.com, by calling NAM at 1-800-358-2550, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

F. Fees - If you commence arbitration in accordance with this Section (Governing Law and Dispute Resolution), you will pay the Initial Administrative Fee in accordance with NAM's then-applicable fee schedule. If the claim is for \$15,000 or less, you agree that the arbitration will be conducted solely on the basis of documents submitted to the arbitrator. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the NAM Rules. In that case, you agree to reimburse us for all monies we previously paid to NAM pursuant to the NAM Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except as may be required by law or to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from you or us, which is made within 14 days of the arbitrator's ruling on the merits. In addition, the arbitrator may award any individual relief or individual remedies that are permitted by applicable law.

G. No Class Actions - To the fullest extent permitted by applicable law, you and we agree that ANY CLAIMS BROUGHT BY YOU AGAINST US MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF.

H. **Enforceability** – In the event that the class action waiver in Section (G), above, is found to be unenforceable for any reason, the remainder of this Section (Governing Law and Dispute Resolution) shall also be unenforceable.

JURISDICTION

We control and operate the Services from the United States, though we understand that the U.S. Website may be accessed by individuals outside of the United States. We do not represent that the Site Content or other materials on the Services are appropriate or available for use in other locations. In addition, the U.S. Website may contain products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. Persons who choose to access the Services from other locations do so on their own initiative, and are responsible for compliance with all local laws, if and to the extent local laws are applicable. You may not download or otherwise export or re-export software from the U.S. Website in violation of United States export control laws.

Notwithstanding the arbitration provisions above, in the event that we elect to seek injunctive or other equitable relief, or there is a dispute that is otherwise not subject to arbitration, you expressly and irrevocably consent to the exclusive jurisdiction of the state or federal courts, as applicable, located in New York, New York, and to the exercise of personal jurisdiction in such courts in connection with any such dispute. You hereby irrevocably waive any claim that such forum is not convenient and lacks jurisdiction over you.

Force Majeure

Aimé Leon Dore will not be liable for any delay or failure to perform any obligation herein if the delay or failure is due to unforeseen events that are beyond our reasonable control, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemic, or governmental action, in so far as such an event prevents or delays us in fulfilling our obligations hereunder.

Contact Information

If you have any questions or concerns about these Terms of Service, please email us at terms@aimeleondore.com.