

IMPORTANT – PLEASE READ CAREFULLY

Effective Date: July 16, 2020

TERMS & CONDITIONS

The Talbots, Inc. and all affiliated companies and brands (“Talbots,” “we,” or “us”) provides this website, its constituent webpages, and related websites (together, the “Sites”), and sells products to customers, all subject to your agreement to these Terms & Conditions, which are final. By using the Sites, signing up for promotional mailings and emails, purchasing products from us, and/or registering with us, you agree to be bound fully by the provisions below, without change, as are published at such time. You should periodically visit this webpage to review the most current terms. Using our website after any of these changes means you accept any such changes. If you do not agree to these Terms & Conditions, please do not use this website.

THESE TERMS & CONDITIONS ARE AN ENFORCEABLE CONTRACT BETWEEN US WHICH AFFECTS OUR RESPECTIVE LEGAL RIGHTS AND INCLUDES A MANDATORY INDIVIDUAL ARBITRATION REQUIREMENT AND CLASS ACTION AND JURY TRIAL WAIVER IN SECTION 2, WHICH IS SET FORTH BELOW.

We recommend you print out a copy of these Terms & Conditions for your records and can download them [here](#). Upon request by you or us, we each agree to sign and provide to each other a signed copy of these Terms & Conditions.

1. PRIVACY & SECURITY

Please read our **Privacy Policy** which is incorporated into these Terms & Conditions and governs your use of our Sites. By visiting our Sites or purchasing products from us, you agree with and consent to our **Privacy Policy**, including the information collection, analysis and usage practices it describes. To the extent that there is a conflict between the **Privacy Policy** and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

2. LEGAL DISPUTES – THE REQUIREMENT TO ARBITRATE

We hold our relationships with our customers in the highest regard. We work hard to make things right with each and every customer. On occasion, a third party may be necessary to help us resolve our disputes, and this agreement limits us to arbitration (or small claims court, if a claim qualifies) in all such instances.

YOU AND TALBOTS AGREE THAT ALL DISPUTES BETWEEN US THAT WE CANNOT RESOLVE INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.

YOU AND TALBOTS FURTHER AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY, TO THE LITIGATION OF DISPUTES IN STATE OR FEDERAL COURTS OF GENERAL JURISDICTION, AND TO PARTICIPATE IN ANY WAY IN A CLASS ACTION/CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS.

This arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, on behalf of, or under the direction of Talbots, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This agreement is binding on you and Talbots, as well as our respective heirs, successors, and assigns.

You and Talbots agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act (“FAA”) and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. **This agreement, however, does not prevent you from bringing any issues to the attention of federal, state, or local agencies.**

Arbitration Scope, Rules, and Requirements

There is no judge or jury in arbitration, and discovery and court review of an arbitration award are 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 these Terms & Conditions as a court would.

The arbitration or small claims court action shall occur in the United States in the county or parish in which you reside or at such other location in the United States which may be agreed upon by you and us. You may also choose to have any arbitration, whether commenced by you or us, conducted by telephone or based on written submissions only.

The arbitrator has the authority to and shall resolve all claims and issues arising between us, including, but not limited to, international, federal, state, and local statutory, regulatory, constitutional, and common law claims.

This arbitration requirement covers, but is not limited to, any and all claims arising from or related in any way to your use of the Sites, your registration with the Sites, your requests to receive advertising or promotions, your purchase of or attempt to purchase products from us, and your communications with us.

The arbitrator also has the sole authority to and shall address all claims or arguments by both parties concerning the formation, legality, and enforceability

of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at 800-778-7879, or by writing to the AAA Notice Address set forth below. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to: The Talbots, Inc. One Talbots Drive, Hingham, MA 02043 (Attn: Legal Department). The AAA's address is American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address"). You may also send a copy to the AAA online at <https://www.adr.org>.

If you initiate an arbitration, we will reimburse you for any standard filing fee which may be required under the AAA Rules for claims under \$10,000. For claims over \$10,000, payment of such fees will be by a separate agreement between you and us. If we cannot agree on such payment, the arbitrator will decide how such fees should be paid and by whom. Each party shall be responsible for their own attorneys' fees except as provided by applicable law or the AAA Rules.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and us, will be decided by the arbitrator.

To the extent that any other provision of the Terms & Conditions is found to be inconsistent with rights, duties, and requirements of this arbitration agreement, or where the application of such a provision would change or render unenforceable any part of this arbitration agreement, such provision shall be null and void and the terms of this arbitration agreement shall control.

3. SITE CONTENT OWNERSHIP

This website is owned and operated by The Talbots, Inc. Unless otherwise noted, the trademarks, copy, design and content featured on this website, including illustrations, clothing and other product designs, icons, navigational buttons, images, artwork, graphics, so called "look and feel", photography, text, audio and video clips or content, software and the like, (collectively, the "Content") is owned by Talbots or one or more of our affiliates or is licensed to Talbots, and may not be used by you without our prior written authorization in connection with the sale of products and services, or used in any manner that is likely to cause confusion

among our customers or wrongfully disparages or discredits us. This website, as a whole, is protected by copyright, trademark, trade dress, and other applicable intellectual property and other laws. All worldwide rights are reserved. This website and its Content are intended solely for your personal, noncommercial use. You may display, download or electronically copy and print any of the Content displayed on our site solely for your personal, noncommercial use. If you download, copy or forward via email any part of the Content, no right, title or interest in those materials is transferred to you. You further agree not to change or delete any proprietary notices from materials downloaded from the website. Any use of our website or its Content other than for personal, noncommercial purposes is prohibited. You may not: (a) reproduce, publish, transmit, distribute, modify, reverse engineer, create derivative works from, sell or participate in any sale of, or commercially exploit in any way, in whole or in part, any of the Content, or the website as a whole, or any related software; (b) use any data mining, scraping, robots or similar data gathering or extraction methods; (c) manipulate, duplicate or otherwise display this website or the Content by using framing or similar navigational technology; (d) register, subscribe, unsubscribe or attempt to register, subscribe or unsubscribe any party for any website product or service if you are not expressly authorized by such party to do so; and (e) use this website or the Content, including any of the features, tools and services on this website, for any reason other than for its intended purpose, such as to upload onto this website or otherwise transmit to this website any materials, content or images that either cause any harm to any person or that are illegal or otherwise unlawful, including without limitation any harassing, morally offensive, criminal, obscene, profane, defamatory, libelous or threatening content. Talbots reserves all rights to modify this website, in whole or in part, without any prior notice.

4. PRODUCT DISPLAY

Talbots makes reasonable efforts to display accurately the products featured on this website. However, the screen on which you view the website and other factors will affect the colors you see on your screen so that they may appear differently than their actual color. Talbots cannot guarantee that your screen's display of any color, texture or merchandise details will be accurate. Please remember, however, that if for any reason you are not satisfied with your purchase, please return the item for an exchange or refund. To view *Talbots Return Policy*, please visit: [here](#). Our Return Policy is incorporated by reference into these Terms & Conditions.

5. PRODUCT AVAILABILITY

We frequently change the merchandise offered. This means that we cannot guarantee that an item displayed on a previous visit to this website or another website linking to this website will still be available when you look for it again. Please understand that some of our featured items are available only in limited quantities. When an item is no longer in stock, we will take reasonable steps to remove that item from this website or otherwise to indicate that the item is no longer available. If you cannot find an item you previously saw on this website or for any other help with our merchandise, please call us at 1-800-TALBOTS (1-800-825-

2687) or receive assistance from an online Customer Service Specialist by clicking [here](#).

6. PRODUCT PRICING

The prices displayed on this website are quoted in U.S. currency. Prices are subject to change at any time.

7. PRODUCT ORDERS

We may, at our own discretion, limit or cancel quantities purchased per person, per household or per order. We also reserve the right to refuse any order you place with us. These restrictions may include orders placed by or under the same customer account, the same credit card and/or orders that use the same billing and/or shipping address. In the event we make a change to an order, we will attempt to notify you by contacting the e-mail and/or billing address or phone number provided at the time the order was made. Talbots will undertake to ship products according to the shipping and handling option selected by you at checkout, but Talbots reserves the right to change the shipping options as needed.

8. INFORMATION ACCURACY

Talbots makes reasonable attempts to provide accurate and reliable information on our website. However, there may be occasions when information featured on this website may contain incomplete data, typographical errors, inaccuracies or omissions as to merchandise size, price, color, availability, or other matters. Talbots does not warrant or accept any responsibility or liability for the accuracy, completeness or currency of the information accessible via this website. Talbots reserves the right to correct any and all errors and to update information on our website at any time. In the event that a product is mistakenly listed at an incorrect price, Talbots reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. If your credit card has already been charged for the purchase and your order is cancelled, Talbots shall issue a credit to your credit card account in the amount of the incorrect price.

9. COMPLIANCE WITH LAWS

You represent, warrant and covenant that in accessing and using this website you shall comply with all applicable laws, rules, and regulations of the United States and any other country from which you access the website, including, without limitation, those relating to the Internet, data, e-mail, privacy and the transmission or exporting of data from the United States or the country in which you are located. Furthermore, you represent, warrant and covenant that you are not located, a resident of or domiciled in any country or jurisdiction that Talbots is prohibited from communicating with or exporting to and you agree that you shall not access this website from such country or jurisdiction.

10. COMMENTS, FEEDBACK, POSTCARDS AND OTHER SUBMISSIONS

Talbots enjoys hearing from our customers and appreciates your interest in our products and services. By submitting, disclosing, sharing, offering or providing

comments, feedback, suggestions, ideas, photos, videos, images or any other materials or content to Talbots in any manner, including but not limited to via this website, by email, by postal mail, by phone, online or otherwise (collectively, the "Comments") you grant Talbots a worldwide, royalty free, irrevocable, perpetual and fully sublicensable right and license to use, reproduce, distribute, publish, modify, adapt, copy, translate, creative derivative works from, post, critique, quote from, characterize, refer to or otherwise use in whole or in part your Comments for any purpose in any medium, (whether now or hereafter known) throughout the world in perpetuity without further notice, additional permission, or compensation to you. You grant Talbots the right to use your name and likeness in connection with any such use of Comments made by you, provided that you also agree that Talbots will not be obligated to identify you in connection with any such use. You also agree that Talbots will be free to use any ideas, concepts, know-how or techniques contained in any Comments for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products which incorporate or otherwise rely upon that information, without notifying or providing any compensation to you. We are not in any way obligated to use, post or respond to any Comments submitted by you. We may remove, reject or block Comments in whole or in part at our option and in our sole discretion at any time and without notice. Talbots is and shall be under no obligation to maintain any Comments in confidence, to pay any submitter of Comments any compensation for any Comments or to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you offer or submit.

You agree that no Comments submitted by you to Talbots will violate any right of any third party, including copyright, trademark, publicity, privacy or other personal or proprietary rights. You further agree that no Comments submitted by you to Talbots will contain material that Talbots determines is: (a) false, misleading, indecent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, (b) which may constitute or encourage a criminal offense, violate the rights of any party or (c) which may otherwise give rise to liability or violate any law. Harassment in any manner or form on this website, including via e-mail, chat or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Talbots or other licensed employee, host or representative, as well as other members or visitors on the website is prohibited. You may not upload commercial content on the website or use the website to solicit others to join or become members of any other commercial online service or other organization. Use of the website for any illegal or unauthorized purpose is strictly prohibited. Talbots does not and cannot review all communications and materials posted to or created by users accessing the website, and is not in any manner responsible for the content of these communications and materials. Talbots may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who violate these Terms & Conditions. You understand and agree that Talbots cannot be responsible for the content posted on the website and that your use of the website is at your own risk.

11. ACCOUNT SECURITY

This website allows you to register or obtain a password so that you may use certain services available on this site. You are responsible for maintaining the confidentiality of your registration information and password, and for all uses of your password, whether or not authorized by you.

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Talbots does not warrant that this website will operate uninterrupted or error-free, that defects will be corrected or that this site or its server will be free of viruses or other harmful elements. As a user of this website, your access is undertaken at your own risk. Talbots and its suppliers shall not be liable for damages of any kind related to your use of or inability to use this website, even if Talbots and its suppliers knew or should have known of the potential for such damages. If your use of this website or the site's material results in any costs or expenses, including, without limitation, the need for services or replacing equipment or data, Talbots shall not be responsible for those costs or expenses. THIS WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND. TALBOTS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH TALBOTS REASONABLY STRIVES TO PROVIDE ACCURATE CONTENT ON THIS SITE, WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS AND LINKS. TALBOTS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THIS SITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

You agree to defend, indemnify and hold Talbots, its officers, directors, employees, agents, licensors and suppliers harmless from and against any and all losses, claims, damages, costs, liabilities and expenses, including attorneys' fees, arising from or related to your use of the site, your breach or alleged breach of these Terms & Conditions, your unauthorized use of the Content or your violation of any rights of any other person.

14. LINKS

This website may contain links to websites owned by third parties. These links, if any, are provided solely as a convenience to you and are not an endorsement by Talbots of the contents on those other sites. Talbots is not responsible for the content of any linked sites and makes no representations regarding the content or accuracy of materials on such sites. Talbots has no control over these linked sites, all of which have separate privacy and data collection practices, independent of

Talbots. If you decide to visit any third-party sites using links from this website, you do so at your own risk.

15. ELECTRONIC COMMUNICATIONS

The communications between you and us use electronic means, whether through this website or via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication would satisfy if it were in a writing.

16. MOBILE SERVICES

If you access this website using a mobile device, you are responsible for any and all service fees associated with any such mobile access, including all applicable data fees, and for complying with all terms of use imposed by the carrier.

17. TERMINATION

Talbots may terminate these Terms & Conditions or your access to your Talbots account on this site at any time and may do so immediately and without notice if in Talbots sole and absolute discretion you fail to comply with any term or provision of these Terms & Conditions. The following sections of these Terms & Conditions: Site Contents Ownership, Comments, Feedback, Postcards and Other Submissions, Disclaimer of Warranties and Limitation of Liability, Indemnification, Termination and Applicable Law shall in all events survive any termination of these terms and conditions.

18. APPLICABLE LAW

Your access to this website, as well as these Terms & Conditions and the agreement they create, and the legal relations between you and Talbots will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. You irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts located in Massachusetts for any litigation or dispute arising out of or relating to your access to this website and the agreement created thereby. Any cause of action or claim you may have with respect to this website must be commenced within one (1) year after the claim or cause of action arises or be barred forever. Talbots failure to insist upon or enforce strict performance of any provision of these Terms & Conditions shall not be construed as a waiver of any provision or right. These Terms & Conditions constitute the entire agreement between you and Talbots with regard to your use of this website and the other matters addressed in these Terms & Conditions. Neither the course of conduct between you and Talbots nor trade practice shall act to modify any portion of these Terms & Conditions. Talbots may assign its rights and duties under the Terms & Conditions, in whole or in part, to any party at any time without notice to you.

19. NOTICE TO CALIFORNIA RESIDENTS – PROPOSITION 65

California Proposition 65 requires that special warnings be provided to California consumers when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. We provide California residents with the following notice: You may report complaints to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

20. AGE RESTRICTIONS

This website may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are at least 18 years of age or the age of majority in their state or territory of residence (if higher than 18). This website is not intended for use by children under the age of 13. We do not knowingly collect or solicit any personal information from children under the age of 13. Should we learn that someone under the age of 13 has provided any personal information to or on this website, we will remove that information as soon as possible.

21. RIGHT TO CONSULT AN ATTORNEY

You understand that you have the absolute right to consult an attorney concerning an aspect of the Terms & Conditions and the **Privacy Policy** before accepting them, and that, by acknowledging your acceptance of these Terms & Conditions as provide for by the Sites, you represent that you understand their requirements and agree to be bound by them.

22. CONTACT INFORMATION

It's really all about you. Let us know how we can help. **Contact Us.**

23. SUPPLEMENTAL TERMS

This agreement applies to all uses, purchases, or registrations occurring after the effective date. Updates to these Terms & Conditions shall not apply retroactively. If any provision of these Terms & Conditions is found to be unenforceable for any reason, it shall be removed, and the remaining Terms & Conditions shall be fully enforceable.