

TERMS AND CONDITIONS

LEVI STRAUSS & CO.'s TERMS AND CONDITIONS OF USE

1. Terms and Conditions of Use

The Terms and Conditions of Use apply to all online visitors to Levi Strauss & Co.'s family of websites, including: www.levistrauss.com | www.signaturelevistrauss.com | www.levi.com | www.dockers.com

Our websites have different purposes and functionalities. We describe these differences on this page, so please read it carefully. If you have any questions regarding the Terms of Use, please contact us [here](#).

These Terms and Conditions of Use apply to Levi Strauss & Co.'s family of websites, including: www.levistrauss.com | www.signaturelevistrauss.com | www.levi.com | www.dockers.com

We also have a Privacy Policy and may have other terms, legal notices and conditions applicable to various activities on Our Websites, including terms and conditions that may apply to the purchase of goods or services and to specific portions or features of a Website (e.g., contests, promotions or other similar features), all of the foregoing of which are incorporated herein by reference, and shall, together with the Terms and Conditions of Use be a contractual agreement (“**the Terms**”) between Levi Strauss & Co. and you.

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You must accept the Terms, in full, before using any of Websites. You can accept the Terms in two ways:

- 1) By clicking to “accept” or “agree” to the Terms, where this option is presented or made available to you on or from any Website, and
- 2) By actually using any Website.

BY USING ANY OF OUR WEBSITES, YOU AGREE TO THE TERMS, IN FULL. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE ANY OF OUR WEBSITES. Except as otherwise provided, The Terms are subject to change at any time WITHOUT NOTICE. and Your continued use of our Websites after ANY CHANGE(S) HAVE BEEN IMPLEMENTED constitutes acceptance by you of such change(S).

2. Privacy Policy

Levi Strauss & Co.’s Privacy Policy applies to the use of all of Our Websites, and its terms are made a part of the Terms by this reference. To view Levi Strauss & Co.’s Privacy Policy, click [here](#).

3. Ownership of Websites, Content and Trademarks

Our Websites are owned and controlled by Levi Strauss & Co., and unless otherwise agreed in writing, all materials on Our Websites, including text, graphics, information, content, images, illustrations, designs, icons, photographs, video clips, sounds, music, artwork, computer code and other materials, and the copyrights, trademarks, trade dress and/or other intellectual property rights in such materials (collectively, the “Content”), are owned, controlled and/or licensed by Levi Strauss & Co.

The Websites and Content are intended solely for personal, non-commercial use. You may download or copy the Content and other downloadable materials displayed on the Websites for your personal use only. No right, title or interest in any downloaded or copied Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit,

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distribute, display, perform, alter, modify, create derivative works from, sell or exploit or otherwise use any of the Content or the Websites for any public or commercial purpose.

Certain trademarks, trade names, service marks and logos used or displayed on this Website are registered and unregistered trademarks, trade names and service marks of Levi Strauss & Co. and its affiliates. Other trademarks, trade names and service marks used or displayed on this Website are the registered and unregistered trademarks, trade names and service marks of third parties. Nothing contained on any Website grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to you to use any such trademarks, trade names, service marks or logos displayed on such Website.

4. Your Use of Our Websites

a) All of Our Websites

www.levistrauss.com | www.signaturelevistrauss.com | www.levi.com | www.dockers.com

You may use Our Websites only as permitted by the Terms and only in a manner consistent with all applicable federal and state laws, rules and regulations, and generally accepted practices or guidelines in relevant jurisdictions, including any laws governing the export of data to or from the United States.

You agree not to use any “deep-link”, “robot”, or other automatic or manual device, software, program, code, algorithm or methodology, to access, copy or monitor any portion of any Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of any Website or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Website. We reserve the right to take measures to prevent any such activity.

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You agree not to gain or attempt to gain unauthorized access to any portion or feature of any Website, or any other system or network connected to the Website or to any of our business partners' servers, systems or networks, by hacking, "password-mining" or using any other illegitimate method of accessing data.

You agree not to probe, scan or test the vulnerability of any Website or any network connected to the Website, nor breach the security or authentication measures on any Website or any network connected to any Website. You agree not to not reverse look-up, trace or seek to trace any information on any other visitor to any Website, or any other customer of Levi Strauss & Co., including any shopping account or Go Forth account that is not held by you, in any way where the purpose is to discover materials or information, including but not limited to Personally Identifiable Information (PII) or other information that reasonably could be used to connect non-PII to PII.

You agree not to take any action that would cause an unreasonably or disproportionately large load on the infrastructure of the Website or our systems or networks, or any systems or networks connected to the Website or to us in an attempt to overwhelm our systems to create a "Denial of Service" or similar attack.

You agree not to use any device, technology or method to interfere or attempt to interfere with the proper functioning or features of any Website or any transaction occurring on a Website, or with any other person's use of any Website.

You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through any Website or any service offered on or through any Website. You agree not to impersonate or pretend that you are any other person or falsely claim you represent another person.

b) Our E-Commerce Websites

www.levi.com | www.dockers.com

Subject to Section 4 (a) above, you may use our Levi's® and Dockers® Websites (including all subsidiary websites) for the purposes of viewing or shopping for Levi's® and Dockers® products, and to use any other features and services purposely provided by us on those Websites.

c) Our Corporate and Informational Websites

www.levistrauss.com | www.signaturelevistrauss.com

Subject to Section 4 (a) above, you may use the Levi Strauss & Co. corporate Website and Signature by Levi Strauss & Co. Website for the purposes of viewing or downloading information about Levi Strauss & Co. and the Signature brand, and to use any other features and services purposely provided by us on those Websites.

d) Our User-Generated Content Websites

Subject to Section 4 (a) above, you may use our user-generated content websites (including all subsidiary websites) for the purposes of viewing or participating in online forums, uploading and downloading user-generated content, and sharing such content with other registered users, and to use any other features and services purposely provided by us on that Website.

5. User Communications and User Content

While we appreciate your suggestions and comments on how to improve our website, products and services, it is Levi Strauss & Co.'s policy to not accept any creative ideas, suggestions, proposals, plans or materials other than those specifically requested by us (e.g., through a contest or promotional event). Our intent is to avoid any misunderstanding in the event that a creative endeavor we commence bears some resemblance to a creative suggestion made by a customer or visitor to Our Websites. Thus, apart from Personally Identifiable Information (PII) collected on or

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from Our Websites, which is subject to Levi Strauss & Co.'s Online Privacy Policy (see Section 2 above), any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit or post to any Website (a "User Communication") is and will be considered non-confidential and non-proprietary.

You agree that we may use any User Communication for any purpose in our sole discretion, including reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. You agree that Levi Strauss & Co. shall be under no obligation (1) to maintain any User Communication in confidence; (2) to pay compensation for any User Communication; or (3) to monitor, use, return, review or respond to any User Communication. We will have no liability related to the content of any User Communication, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any User Communication that includes any material we deem inappropriate or unacceptable (for example, see Sections 5 and 6 below).

You represent and warrant that any Content you submit in User Communication is original to you, that you own all applicable legal rights in the Content, and that the Content does not and will not infringe upon the rights of any other person or entity. You warrant, certify and represent that any individuals depicted in audio or visual files submitted as part of a User Communication, other than yourself, are of the age of majority in their respective states of residence, subject to the next paragraph; and you grant the right to Levi Strauss & Co., the right to copy, edit, change, revise, display, perform, publish, distribute the likenesses of those individuals and that you have the authority to attest to this release on their behalves. If any of the individuals depicted in any User Communication are minors in their respective states of residence, you certify, warrant and

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represent that you are the parent or legal custodian of each such individual and you grant the use of the media containing his/her depiction in accordance with the Terms.

In addition to the User-Generated Content Rules set forth in Section 5, below, you are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law.

6. User-Generated Content Rules

If you become aware of any violation of the User Generated Content Rules or other unacceptable behavior by any user, you should report such activity to Levi Strauss & Co. by emailing: DMCA@levi.com.

If you post information on any of our sites, you are solely responsible for each User Communication that you post on any Website or transmit to other users and agree that you will not hold Levi Strauss & Co. responsible or liable for any User Communication from another user that you access on any Website. Moreover, Levi Strauss & Co., reserves the right to delete any User Communication from any of our sites.

Categories of prohibited User Communications are set forth below and reflect examples but are not intended to be exhaustive of what constitutes prohibited User Communications. Without limitation, you agree that you will not post or transmit to other users anything that you know or reasonably believe:

1. is defamatory, abusive, obscene, profane or offensive; or
2. infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority

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- from the owner of such materials to post on the Website), including any party's right of publicity or right of privacy; or
3. violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); or
 4. is threatening, harassing or that promotes racism, bigotry or hatred of any kind against any group or individual; or
 5. promotes or encourages violence against a person or damage or destruction of property; or
 6. is inaccurate, false or misleading in any way; or
 7. is illegal or promotes any illegal activities; or
 8. promotes illegal or unauthorized copying of another person's copyrighted work or links to them or providing information to circumvent security measures; or
 9. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 10. contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

You understand that when using any Website, you will be exposed to User Communications from a variety of sources and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Communications.

You agree not to use any "deep-link", "robot", or other automatic or manual device, software, program, code, algorithm or methodology, to access, copy or monitor any portion of any Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of any Website or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Website. We reserve the right to take measures to

prevent any such activity. You may not resell use of, or access to, the Website to any third party.

7. Copyright and Trademark Rules (DMCA)

We are committed to complying with copyright and related laws, including the Digital Millennium Copyright Act (DMCA), and we require all users of the Website to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, any Website in any manner that constitutes an infringement of third party intellectual property rights, including but not limited to, rights granted by copyright law. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is our policy to terminate use privileges of any user who infringes the copyright rights of others upon receipt of proper notification to us by the copyright owner or the copyright owner's legal agent.

Infringement Notification

If you believe that your work has been copied and posted on any of Our Websites in a way that constitutes copyright infringement, please provide our designated agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- identification of the material that is claimed to be infringing and a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and, if possible, email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and

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- a statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The foregoing information ("DMCA Notice") should be sent to our "Designated Agent" as follows:

Levi Strauss & Co.

Attn: Chief Counsel

1155 Battery Street

San Francisco, CA 94111

Fax: 415.501.7650

Email: DMCA@levi.com

Counter-Notice

If your work has been removed due to a DMCA Notice pursuant to the foregoing procedure, and you believe that your content is not infringing, then you may send a counter-notice ("DMCA Counter-Notice") to the our Designated Agent (contact information above) containing the following information:

1. Your physical or electronic signature;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

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If a DMCA Counter-Notice is received by our Designated Agent, Levi Strauss & Co. may send a copy of the DMCA Counter-Notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in ten (10) to fourteen (14) business days. Unless the alleged copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the DMCA Counter-Notice, at Levi Strauss & Co.'s sole discretion.

8. Accounts, Passwords and Security

Certain features or services offered on or through Our Websites may require you to open an account (including setting up an Account ID and password) and to share Personally Identifiable Information (PII). Apart from the representations made in our Privacy Policy (see Section 2, above) regarding our protection of your information, you are solely and entirely responsible for maintaining the confidentiality of your account information, including your Account ID and password, and for any and all activity that occurs on or under your account.

You agree to notify Levi Strauss & Co. immediately of any actual or potential unauthorized use of your account or password, or any other actual or potential breach of security. However, you may be held liable for losses incurred by Levi Strauss & Co. or any other user of or visitor to any of Our Websites due to someone else using your Account ID, password or account.

You may not use anyone else's Account ID, password or account at any time without the express permission and consent of the holder of that Account ID, password or account.

Levi Strauss & Co. cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

9. Products and Sales

Product Descriptions

In describing and portraying our products on Our Websites, we attempt to be as accurate as possible. However, we do not warrant that the product descriptions or other Content of any Website is accurate, complete, reliable, current, or error-free. We reserve the right to correct any typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing and availability from time to time without prior notice. If a product offered on a Website is not as described, your sole remedy is to return it to us. Please see our Return Policy for details at www.levi.com or www.dockers.com or contact our Consumer Relations team at 1-800-USA-LEVI.

Colors

We have made every effort to display as accurately as possible the colors of our products that appear at the Websites. We cannot guarantee that your computer monitor's display of any color will be accurate, complete, reliable or error-free.

Shipping

When you place an order on our e-commerce Websites at Levi's® (www.levi.com) or Dockers® (www.dockers.com), we will ship your order to the address designated by you as long as that shipping address is within the United States and compliant with the shipping restrictions set out on at the Levi's® or Dockers® Website. We may require verification of information prior to the acceptance and/or shipment of any order. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer.

Risk of Loss

All items purchased on our e-commerce Websites at Levi's® (www.levi.com) or

Dockers® (www.dockers.com) are made pursuant to a shipping contract. This means that the risk of loss for all items purchased pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

10. Links to Our Websites; Third Party Links on Our Websites

Creating or maintaining any link from another website to any page on any of Our Websites without our prior written permission is prohibited. Running or displaying any of Our Websites or any information or material displayed on any Website in frames or through similar means on another website without our prior written permission is prohibited. Any permitted links to any of Our Websites must comply with all applicable federal and state laws, statutes, rules and regulations.

From time to time, a Website may contain links to other websites that are not owned, operated or controlled by Levi Strauss & Co., or our trusted business partners, such as GSI Commerce, Inc. All such links are provided solely as a convenience to you. If you use these links, you will leave Our Websites and we cannot be responsible for any content, materials, information or events that are present on or that occur on websites that are not owned, operated or controlled by Levi Strauss & Co.

11. Change in Websites and Contents

We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue any of Our Websites or any service, content, feature or product offered through any Website, with or without notice; charge fees in connection with the use of any Website; modify and/or waive any fees charged in connection with any Website; and/or offer opportunities to some or all users of any Website. You agree that we shall not be liable to you or to any third party should any of the foregoing occur with respect to any of Our Websites.

12. Disclaimers; Limitations on Liability; Indemnity

YOUR USE OF THIS SITE IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

Levi Strauss & Co. does not assume any responsibility for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing any of Our Websites, or your downloading of any information or materials from any of Our Websites.

IN NO EVENT WILL LEVI STRAUSS & CO. OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEB SITE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEB SITE, ANY WEB SITES LINKED TO THIS WEB SITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL SUCH WEB SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

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If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the lesser of (i) the amount paid by you for your use of the Website during the prior twelve (12) months or (ii) ten dollars (\$10).

You agree to defend, indemnify and hold harmless Levi Strauss & Co., its officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) any breach by you of any of these Terms and Conditions, (ii) your User Communications, (iii) your use of materials or features available on the Website (except to the extent a claim is based upon infringement of a third party right by materials created by Levi Strauss & Co..) or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

13. Governing Law; Severability; Waiver; Dispute Resolution

It is your responsibility to ascertain and obey all applicable local, state, federal and international laws, statutes, rules and regulations (including minimum age requirements) related to the use of Our Websites. Any dispute arising out of, or relating to, the use of any of Our Websites will be governed by and construed in accordance with the laws of the State of Delaware without regard to any principles of conflicts of law.

If any part of the Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of the Terms.

Any failure by us to partially or fully exercise any rights or the waiver of any breach of the Terms by you, shall not prevent a subsequent exercise of such right by us or be

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deemed a waiver by us of any subsequent breach by you of the same or any other term of the Terms. Our rights and remedies under the Terms shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

Any claim arising out of, or relating to, the Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Levi Strauss & Co. and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law in the courts of that State of Delaware.

14. Additional Assistance

If you have any questions or concerns about the Terms, please send an email to customerservice@levisstore.com; call us Toll-Free at toll-free at 1-866-290-6064; or write to us at:

Levi Strauss & Co.

Chief Counsel

1155 Battery Street

San Francisco, CA 94111

Please be assured that any Personally Identifiable Information that you provide in communications to the above email, telephone number and postal address will not be used to send you promotional materials.