

Aerie Realmakers Community Terms & Conditions

These Aerie Affiliate Marketing Terms & Conditions (the “Terms”) govern your participation in the affiliate creator program operated or managed by AEO Management Co. or its affiliates (collectively, “Aerie,” “we,” “us,” or “our”) that links to or incorporates these Terms (the “Program”).

By applying to, enrolling in, or participating in the Program, or by generating or sharing any content or links related to AERIE in connection with the Program, you (“Creator,” “you,” or “your”) agree to be bound by these Terms.

If you do not agree to all of these Terms, you may not participate in the Program.

1. Program Overview and Relationship of the Parties

1.1 Program Description. The Program is designed to enable eligible creators, influencers, publishers, and affiliates to promote Aerie products and services through approved online channels in exchange for potential commissions or other incentives, subject to these Terms and any additional program materials we provide (collectively, the “Program Materials”).

1.2 Independent Contractor. Your participation in the Program is as an independent contractor. Nothing in these Terms creates any partnership, joint venture, franchise, agency, fiduciary, or employment relationship between you and Aerie. You are not authorized to make any commitments or representations on behalf of Aerie.

1.3 No Exclusivity. The Program is non-exclusive. We may operate similar programs with other creators or partners and may work with competitors of you or your channels without restriction.

1.4 Third-Party Networks and Platforms. We may operate the Program directly or through one or more third-party networks, platforms, or vendors (e.g., including without limitation affiliate networks such as Social Ladder, Duel, creator platforms, or tracking providers) (each, a “Network Partner”). In many cases, you will enter into a separate agreement with a Network Partner that governs tracking, payments, and certain operational details. If there is a conflict between these Terms and any Network Partner terms, these Terms will govern as between you and Aerie.

2. Eligibility and Enrollment

2.1 Eligibility. To participate, you must:

- Be at least 18 years of age (or the age of majority in your jurisdiction, if higher);
 - Be a US resident
- Have the legal capacity to enter into a binding contract;
- Maintain active accounts on any platforms you intend to use (e.g., Instagram, TikTok, YouTube, blogs, websites, email lists) verified follower counts as required by Brand; and
 - Not be prohibited by law, platform rules, or prior contractual commitments from engaging in the Program.

- Not be a current employee (full-time or part-time) of American Eagle Outfitters, Inc. or any of its affiliate entities.

2.2 Application and Approval. To join the Program, you must submit an accurate and complete application via the process we or a Network Partner designate, including all websites, social media handles, apps, or other channels you intend to use (collectively, “Creator Properties”). We may accept or reject any application in our sole discretion, with or without reason or notice.

2.3 Ongoing Eligibility. You must promptly update your application/profile if any information changes, including new Creator Properties. Only approved Creator Properties may participate. We may re-review Creator Properties at any time and revoke or condition approval.

2.4 Territorial and Platform Restrictions. We may limit participation by territory, language, platform, or audience type. We may also restrict or terminate participation for any Creator whose content, audience, or practices we consider misaligned with Aerie’s brand, values, or risk tolerance.

3. Program Participation and Use of Links & Creatives

3.1 Approved Links and Creatives Only. You may promote Aerie solely using:

- Tracking links, codes, or other creative assets (collectively, “Ad Materials”) that are:
 - Provided by Aerie or our Network Partners; or
 - Expressly approved by Aerie in writing (email sufficient); and
- In the exact form and manner provided or approved, without modification, unless we expressly agree in writing.

3.2 No Link Manipulation. You may not:

- Modify, shorten (other than using any shortening tools we expressly approve), cloak, mask, re-direct, or otherwise alter Ad Materials in a way that obscures the referring URL or misrepresents the source of traffic;
- Use redirects to bounce clicks off domains that did not actually generate the click in order to appear as the referring source; or
- Engage in any practice designed to misattribute or artificially inflate clicks, impressions, or conversions.

3.3 Cookie Stuffing and Similar Practices Prohibited. You may not:

- Engage in cookie stuffing or similar mechanisms that set tracking cookies or identifiers without a valid, intentional user click;
- Use toolbars, browser extensions, plug-ins, add-ons, or similar technologies to inject or overwrite affiliate links without clear, prior, and specific user consent; or
- Use pop-ups, pop-unders, auto-redirects, or hidden frames whose primary purpose is to set cookies or generate affiliate clicks.

3.4 Toolbars, Extensions, and Sub-Networks. Unless expressly authorized in writing, you may not operate or work through a toolbar, extension, sub-network, or coupon network to generate traffic to Aerie. If we authorize such activity, you will be responsible for ensuring all

downstream partners comply with these Terms; violations by your partners will be treated as your own.

3.5 No Imitation of Aerie Sites. Your Creator Properties may not:

- Copy, resemble, or mirror the look and feel of Aerie websites or apps;
- Suggest that they are operated, endorsed, or controlled by Aerie; or
- Use framing, scraping, or similar techniques that create confusion with Aerie properties.

4. Content Creation; Ownership; License

4.1 “Content” Definition. “Content” means any posts, videos, photos, stories, Reels, Shorts, live streams, blogs, emails, text, captions, audio, artwork, or other materials you create, post, publish, or distribute in connection with the Program, including any portion of your name, username, social handle, image, likeness, voice, signature, biographical information, and other indicia of identity (collectively, your “Likeness”) as used in or associated with such content.

4.2 Creator Ownership. As between you and Aerie, and subject to the license in Section 4.3, you retain ownership of your Content, including any intellectual property rights you hold in such Content, except for any Aerie-owned or third-party materials embedded therein.

4.3 License to Aerie. You hereby grant to Aerie, its affiliates, licensees, successors, and assigns a worldwide, royalty-free, fully paid-up, irrevocable, perpetual, non-exclusive, transferable, and sublicensable license to:

- Use, reproduce, adapt, modify, edit, crop, translate, excerpt, reformat, create derivative works from, distribute, publicly perform, publicly display, transmit, make available, and otherwise exploit the Content, in whole or in part, in any manner and media now known or hereafter devised; and
- Use your Likeness as embodied in, or associated with, the Content, in connection with Aerie’s or its partners’ advertising, marketing, promotional, and internal purposes, including reposting or featuring Content on Aerie channels and paid media.
- Enforce any legal rights including for the third party violation or infringement of the Content as if it were the owner of the Content. Aerie shall be entitled to (but not required) to enforce, remove, takedown, or otherwise bring an action against any third party for infringement or violation of the Content.

This license survives any termination of these Terms or your participation in the Program.

4.4 Moral Rights; Waiver and Consents. To the maximum extent permitted by law, you:

- Waive any and all “moral rights,” “droit moral,” or similar rights in and to the Content (including rights of attribution and integrity) as against Aerie and its sublicensees; and
- Consent to Aerie’s modification, adaptation, combination, re-contextualization, or other exploitation of the Content, even if such actions would otherwise infringe moral rights.

Where a full waiver is not permitted, you agree not to assert such rights in a way that would interfere with the license granted in Section 4.3.

4.5 Clearances and Third-Party Rights. You are solely responsible for obtaining, at your cost:

- All rights, permissions, consents, and releases necessary for the creation, use, and exploitation of the Content as contemplated in these Terms, including from:
 - Any individuals appearing in the Content;
 - Owners of locations, trademarks, logos, artwork, music, and other materials incorporated into the Content; and
- Any platform permissions required to allow Aerie to use the Content on or off the originating platform.

You represent, warrant, and guarantee that Creator's use of the Content and Aerie's exercise of its rights in the Content will not infringe or violate any third-party rights (including rights of privacy, publicity, copyright, and trademark). Any Content found to be in violation of this Section 4 may result in immediate termination from the Program.

5. Content Standards; Brand Safety and Control

5.1 General Standards. You agree that all Content and Creator Properties used in connection with the Program will:

- Be accurate, authentic, and not misleading;
- Be consistent with Aerie's brand values and guidelines as we may communicate from time to time;
- Comply with all applicable laws, regulations, and advertising codes (including FTC and other endorsement guidelines); and
- Not contain or promote illegal, hateful, discriminatory, obscene, sexually explicit, harassing, or otherwise objectionable content, or endorse illegal drugs, firearms, or other high-risk categories, as determined by Aerie in its sole discretion.
- Irrespective of publication or approval, Aerie reserves the strongest possible rights to control, influence, and remediate Content post-publication as described in this Section.

5.2 Right to Require Edits, Corrections, and Clarifications. At any time, in our sole and exclusive discretion, we may:

- Require you to edit, alter, amend, correct, delete, archive, or update any Content related to Aerie or the Program, including to address:
 - Accuracy or disclosure issues;
 - Legal or regulatory concerns;
 - Brand or reputation concerns; or
- Require you to publish supplemental or clarifying content, statements, or disclosures (including public clarifications or corrections) in a format and within a timeframe we reasonably specify.

You agree to comply with any such requests within twenty-four (24) hours. Notwithstanding anything herein this Section 5 to the contrary, we retain the right to suspend or terminate from the Program in accordance with these Terms.

5.4 Immediate Takedown for Brand-Safety Events. In the event Aerie determines, in its sole discretion, that any Content, conduct, or external event involving you presents a

brand-safety, legal, regulatory, or reputational risk to Aerie (including allegations of misconduct or controversial public statements), Aerie may require you to immediately:

- Remove or disable access to specified Content;
- Remove Aerie tags, mentions, and links; and/or
- Cease all Program-related activity.

Failure to comply promptly may result in immediate suspension or termination as described in Section 11 and additional remedies.

5.5 Right to Report and Escalate. We may, without notice:

- Report or escalate any perceived violations of law, platform rules, or these Terms to social platforms, regulators, law enforcement, Network Partners, or other relevant parties; and
- Cooperate with investigations or enforcement actions by such parties.

6. Compliance with Laws, Platform Rules, and Disclosures

6.1 Laws and Regulations. You must comply with all applicable laws, rules, and regulations, including but not limited to:

- Federal, state, and local advertising, consumer protection, and unfair competition laws;
- FTC and similar global guidelines on endorsements and testimonials;
- Data protection, privacy, and consent requirements, where applicable; and
- Anti-spam and email marketing laws (including the U.S. CAN-SPAM Act and similar laws elsewhere).

6.2 Platform Rules. You must comply with the terms, policies, and advertising rules of each platform you use (e.g., Instagram, TikTok, YouTube, Facebook, X/Twitter, Pinterest, blogs, email service providers). If any platform's rules conflict with these Terms, you must comply with the stricter requirement where practicable. You are solely responsible for monitoring and complying with platform changes.

6.3 Required Disclosures. You must prominently and clearly disclose your material connection with Aerie in all Content where you promote Aerie or share Ad Materials.

Disclosures must be:

- Clear, conspicuous, and understandable (not buried in hashtags or hidden "about" sections);
- In close proximity to the endorsement or link; and
- Compliant with applicable regulatory guidance (e.g., "#ad," "#sponsored," "Paid partnership with @aerie").

7. Email, SMS, and Direct Messaging

7.1 Email and SMS Compliance. If you use email, SMS, or other direct messaging to promote Aerie:

- You must strictly comply with all applicable anti-spam, telemarketing, and privacy laws (e.g., CAN-SPAM, TCPA, CASL, GDPR, and equivalent laws as applicable);
- You must send such communications only to individuals who have provided legally valid consent to receive marketing from you; and
- You must provide appropriate unsubscribe mechanisms and honor opt-out requests promptly.

7.2 Approval Requirements. Aerie may, in its discretion, require you to obtain Aerie's prior written approval for:

- Any email, SMS, or direct marketing campaigns that use Aerie's name, trademarks, or Ad Materials; and/or
- Use of Aerie-related subject lines, sender names, or templates.

If requested, you must provide drafts for review and may not send such communications without our approval.

8. Social Media and Domain/Handle Restrictions

8.1 Social Media Handles and Usernames. Without Aerie's prior written consent, you may not:

- Register or use any social media handle, username, page, or account that includes Aerie's trademarks, trade names, or confusingly similar variations (e.g., "@Aeriedeals," "@AmericanEagleCoupons," or misspellings thereof); or
- Suggest that your social accounts are official Aerie accounts.

8.2 Domain Names and URLs. Without Aerie's prior written consent, you may not register, use, or maintain any domain or subdomain that:

- Contains any Aerie trademark, trade name, or confusingly similar term; or
- Is likely to confuse users into believing the domain is owned or controlled by Aerie.

If Aerie determines that any domain or handle violates this Section, you will, upon request, immediately cease use and take all reasonable steps to transfer such domain or handle to Aerie or its designee at no cost to Aerie.

9. Paid Search, PPC, and Online Advertising

9.1 Closed PPC/Trademark Policy. Aerie maintains a strict policy regarding paid search and PPC advertising. Unless expressly authorized in writing:

- You may **not** bid on, purchase, or otherwise use any Aerie trademarks, trade names, or any variations, misspellings, or combinations thereof (e.g., "Aerie coupon," "American Eagle promo," "AE jeans discount") as keywords or in any paid search or

- PPC campaign on any platform (including, but not limited to, Google, Bing, Yahoo, Facebook, Instagram, TikTok, or any other ad network);
- You may not use Aerie trademarks in your ad copy, titles, display URLs, or extensions;
- You may not direct link from paid ads to Aerie sites or use paid ads that link directly to Aerie domains (or any Aerie checkout environment), except as expressly authorized in writing.

9.2 Positioning and Competition Restrictions. You may not:

- Structure PPC campaigns to outrank, appear above, or otherwise interfere with Aerie's own paid-search campaigns for brand or brand+generic terms; or
- Use broad matching or similar tactics that effectively target Aerie trademarked terms.

9.3 Retargeting and Behavioral Advertising. Any retargeting, remarketing, or behavioral advertising that references Aerie must comply with applicable laws, platform rules, and Aerie instructions. We may at any time prohibit or limit such advertising.

9.4 Consequences of PPC Violations. Aerie may, without limitation and in its sole discretion:

- Void or reverse commissions for a minimum lookback period (e.g., at least the prior 30 days, and potentially longer);
- Reset your commission rate to 0% on a temporary or permanent basis;
- Suspend or terminate your participation in the Program; and/or
- Require you to immediately cease all non-compliant advertising.

10. Coupons, Promo Codes, and Offers

10.1 Authorized Codes Only. You may only promote:

- Coupon or promo codes that are provided directly to you by Aerie or through authorized Program interfaces/Network Partners; or
- Offers that are clearly displayed on official Aerie channels (e.g., Aerie websites/apps) and that we have indicated are eligible for affiliate promotion.

10.2 No Unauthorized Codes or Workarounds. You may not:

- Promote coupon or promo codes obtained from customer emails, non-affiliate ads, leaked communications, or other unauthorized sources;
- Encourage or instruct users to circumvent offer requirements (e.g., "For first-time customers only," geographic restrictions, or minimum purchase requirements); or
- Misrepresent that an always-available offer (e.g., sitewide shipping thresholds) requires clicking your link in order to be redeemed.

10.3 Coupon Presentation. Where you promote a coupon or offer, you must:

- Display the full and accurate terms of the offer, including effective dates, conditions, and any relevant exclusions; and
- Not use any technology or interface that hides or covers coupon codes in order to trigger a click or set a cookie.

11. Commissions, Compensation, and Tracking

11.1 Commission and Reward Structure. Your eligibility for commissions, rewards, or other compensation (“Compensation”) is set forth in:

- Program Materials or onboarding communications;
- Applicable Network Partner interfaces; and/or
- Any written amendments or campaign-specific briefs issued by AERIE.

Compensation structures, rates, and eligibility criteria may vary by campaign, region, or Creator tier and may be changed by Aerie prospectively at any time.

11.2 Qualified Actions / Qualified Sales. You will only earn Compensation with respect to actions or sales that:

- Meet all requirements specified in the Program Materials and these Terms;
- Are properly tracked and attributed through the approved tracking systems;
- Are not canceled, returned, refunded, charged back, fraudulent, or otherwise disqualified by AERIE; and
- Occur within any applicable attribution window defined by the Program or Network Partner.

If multiple creators or channels are associated with a transaction, Compensation eligibility and attribution will be determined by AERIE and/or the Network Partner in their sole discretion.

11.3 Non-Commissionable Activities. Without limiting the foregoing, Compensation will not be paid for, and AERIE may classify as “non-commissionable”:

- Orders that are canceled, returned, or not fully paid;
- Self-purchases by you, your immediate family, or employees/contractors associated with your business, if prohibited;
- Purchases by resellers, bulk purchasers, or any party AERIE considers a commercial buyer;
- Transactions resulting from prohibited marketing practices (e.g., cookie stuffing, trademark bidding, unauthorized codes); or
- Transactions that cannot be reliably tracked or verified in accordance with our tracking policies.

11.4 Tracking and Reporting. You must use the Ad Materials and tracking mechanisms provided or approved by AERIE or Network Partners. All determinations regarding:

- Whether a click, action, or sale is valid and properly tracked; and
- The amount and timing of any Compensation;

will be made by AERIE and/or the relevant Network Partner in their sole discretion and will be final and binding.

11.5 No Liability for Tracking Failures. You acknowledge and agree that:

- Tracking may be restricted, disabled, or rendered ineffective by user settings (e.g., cookie blocking, ad blockers, privacy modes, or OS restrictions), technical failures, or system outages; and
- AERIE does not guarantee that any particular click, action, or sale will be tracked or result in Compensation.

To the maximum extent permitted by law, AERIE disclaims all liability for untracked or mis-tracked activity and any resulting loss of Compensation.

11.6 Payment; Taxes. Compensation (if any) will be paid:

- By AERIE or by a Network Partner acting on AERIE's behalf;
- In accordance with the payment schedule and minimum payout thresholds specified in the Program Materials or Network Partner terms; and
- In the currency, manner, and to the account you designate via the applicable interface.

You are solely responsible for:

- Any taxes, contributions, or other governmental charges associated with your Compensation; and
- Maintaining accurate payment information and complying with any required tax forms or reporting obligations.

12. Violations; Suspension; Termination; Remedies

12.1 Termination by AERIE. AERIE may suspend or terminate your participation in the Program, in whole or in part, at any time, with or without cause, with or without notice. Without limiting the foregoing, grounds for suspension or termination include:

- Violation of these Terms, Program Materials, or Network Partner terms;
- Brand-safety or reputational concerns;
- Suspected fraud, abuse, or manipulation of tracking;
- violation of AERIE's [Terms of Use](#), [Privacy Notice](#), [Real Rewards Terms & Conditions](#) all of which are hereby incorporated by reference; or
- Non-compliance with legal or regulatory requirements.

12.2 Termination by You. You may terminate your participation by providing written notice via the method specified in the Program Materials or by ceasing use of Ad Materials and Program interfaces and notifying any applicable Network Partner, where required.

12.3 Effect of Suspension or Termination. Upon suspension or termination:

- You must immediately cease all Program-related activities, including use of Ad Materials and AERIE trademarks;
- You must remove any AERIE-specific affiliate links, Ad Materials, and any representations that you are an active AERIE partner, except where Content is retained as described in Section 4; and
- AERIE may determine, in its sole discretion, whether any pending or accrued Compensation will be paid, reduced, withheld, offset, or forfeited.

12.4 Withholding, Reversal, Offset, and Clawback. To the maximum extent permitted by law and applicable platform rules, AERIE may:

- Withhold payment of any Compensation it reasonably believes may relate to a breach, suspected fraud, or ineligible transactions;
- Reverse or cancel previously credited Compensation;
- Offset amounts you owe to AERIE (including chargebacks, refunds, or overpayments) against any Compensation owed to you; and
- Claw back Compensation already paid to the extent related to ineligible, fraudulent, or non-compliant activity (including via invoicing or deduction from future payments).

12.5 Repeat or Material Violations; Commission Reset. For repeated or material violations (including PPC violations, unauthorized coupon use, or systemic tracking manipulation), AERIE may, without limiting other remedies:

- Permanently or temporarily set your commission rate to 0%;
- Restrict your participation to specific campaigns or channels; and/or
- Publicly or privately identify you to Network Partners as non-compliant.

13. Intellectual Property; Confidentiality

13.1 AERIE IP. All trademarks, service marks, logos, trade names, trade dress, designs, copyrights, and other intellectual property owned or used by AERIE (“AERIE IP”) remain the sole property of AERIE or its licensors. You may use AERIE IP only:

- In Ad Materials and Content created for the Program; and
- In accordance with these Terms, any brand guidelines we provide, and any additional written instructions from Aerie.

You acquire no ownership interest in AERIE IP and must not register any similar marks, domains, or handles.

13.2 Third-Party IP. You may not incorporate third-party IP into Content in a manner that would require AERIE to obtain licenses or pay fees, unless you have obtained all necessary rights and have expressly disclosed such use to AERIE in writing and AERIE has agreed to such use.

13.3 Confidentiality. You may receive non-public information about AERIE, its products, marketing plans, or the Program (“Confidential Information”). You agree to:

- Use Confidential Information solely for your participation in the Program;
- Not disclose it to any third party without AERIE’s prior written consent; and
- Protect it with at least the same degree of care you use to protect your own confidential information (but not less than reasonable care).

Upon request or termination, you must promptly destroy Confidential Information, except for copies required to be retained by law or bona fide archival backups.

14. Representations, Warranties, and Indemnity

14.1 Your Representations and Warranties. You represent and warrant that:

- You have full power and authority to enter into and perform under these Terms;
- All information you provide to AERIE and/or Network Partners is truthful, accurate, and complete;
- Your Content, Creator Properties, and Program activities do not and will not:
 - Infringe or misappropriate any third-party right;
 - Violate any law, regulation, or platform policy; or
 - Contain false, misleading, or deceptive statements; and
- You will perform all obligations hereunder in a professional and ethical manner consistent with industry best practices.

14.2 Indemnity. To the maximum extent permitted by law, you will defend, indemnify, and hold harmless AERIE, its affiliates, and their respective officers, directors, employees, agents, licensees, successors, and assigns from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your breach of these Terms or any additional Program Materials;
- Your Content, Creator Properties, or other materials or communications;
- Your negligence, misconduct, or violation of law; or
- Any claim that AERIE's authorized use of the Content or your Likeness infringes or violates the rights of any third party.

AERIE may, at its sole option and expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you will cooperate fully with AERIE.

15. Disclaimers and Limitation of Liability

15.1 No Warranties. To the maximum extent permitted by law, the Program, Ad Materials, tracking systems, and all related services are provided "as is" and "as available," without warranties of any kind, whether express, implied, statutory, or otherwise, including any warranties of merchantability, fitness for a particular purpose, non-infringement, or arising out of course of dealing or usage of trade.

15.2 Tracking and Program Availability Disclaimers. Without limiting the foregoing, AERIE does not warrant that:

- Tracking, reporting, or payout systems will be uninterrupted, error-free, or immune from outages, data loss, or inaccuracies; or
- Any particular Content, campaign, or promotion will generate any minimum level of views, clicks, sales, or Compensation.

You accept all risks associated with system limitations and failures and acknowledge that such issues may result in non-payment of Compensation in accordance with these Terms.

15.3 Exclusion of Certain Damages. To the maximum extent permitted by law, in no event will AERIE be liable to you for any:

- Indirect, incidental, special, consequential, exemplary, or punitive damages;
- Loss of profits, revenue, goodwill, or anticipated savings;
- Business interruption; or

- Loss or corruption of data,

arising out of or relating to the Program, these Terms, or your participation, even if AERIE has been advised of the possibility of such damages or such damages were otherwise foreseeable.

15.4 Liability Cap. To the maximum extent permitted by law, AERIE's total aggregate liability arising out of or relating to the Program, these Terms, and any and all claims (whether in contract, tort, or otherwise) will be limited to an amount equal to the total Commissions and other Compensation actually paid or payable by AERIE to you under the Program during the **twelve (12) months immediately preceding the event giving rise to the most recent claim.**

This cap:

- Applies **in the aggregate** to all claims by you against AERIE; and
- Is not increased by the number of claims, legal theories, or events.

15.5 Essential Basis of the Bargain. You acknowledge that AERIE has relied on the disclaimers, exclusions, and limitations of liability set forth in this Section 15 in entering into these Terms, and that these provisions form an essential basis of the bargain between the parties.

16. Dispute Resolution; Arbitration

16.1 Governing Law. These Terms and any dispute arising out of or relating to them or the Program will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, without regard to its conflict of laws principles.

16.2 Informal Resolution. Before commencing arbitration, you agree to first attempt to resolve any dispute informally by contacting AERIE using the contact method specified in the Program Materials and allowing AERIE a reasonable opportunity (not less than thirty (30) days) to respond.

16.3 Binding Arbitration (Individual Only). Any dispute, controversy, or claim arising out of or relating to these Terms, the Program, or your relationship with AERIE that is not resolved informally will be finally and exclusively resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its applicable rules (including, as appropriate, the AAA Commercial Arbitration Rules).

- The seat and venue of arbitration will be **Pittsburgh, Pennsylvania, USA;**
- Proceedings will be conducted in English; and
- The arbitrator's decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

16.4 Class, Collective, and Representative Action Waiver. To the maximum extent permitted by law, you and AERIE agree that:

- Any arbitration or legal proceeding will be conducted solely on an **individual basis;**

- Neither party will seek to have any dispute heard as a class, collective, representative, or private attorney general action; and
- No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

If this class/collective/representative action waiver is found unenforceable as to a particular claim or request for relief, such claim or request must be brought in court, not arbitration.

16.5 Injunctive Relief Carveout for AERIE IP and Confidentiality. Notwithstanding the foregoing, AERIE may, at any time, seek temporary, preliminary, or permanent injunctive or other equitable relief (including specific performance) in any court of competent jurisdiction:

- To protect or enforce its intellectual property rights; and/or
- To prevent or halt actual or threatened breaches of confidentiality or misuse of AERIE IP.

Such actions may be brought without first engaging in informal resolution or arbitration to the extent necessary to protect AERIE's rights.

16.6 Time Limit to Bring Claims. To the maximum extent permitted by law, any claim or cause of action by you arising out of or relating to the Program or these Terms must be filed within **one (1) year** after the claim arose, or be forever barred. This limitation period does not apply where prohibited by law.

17. Miscellaneous

17.1 Entire Agreement. These Terms, together with any Program Materials expressly incorporated by reference, constitute the entire agreement between you and AERIE regarding the Program and supersede all prior or contemporaneous agreements, proposals, or representations relating to the Program.

17.2 Amendments. AERIE may update or modify these Terms at any time by posting revised Terms or by providing notice via email, Program interfaces, or Network Partners. Your continued participation in the Program after such changes become effective constitutes your acceptance of the revised Terms. If you do not agree to changes, you must immediately stop participating in the Program.

17.3 Assignment. You may not assign, transfer, or delegate these Terms, or any rights or obligations hereunder, whether by operation of law or otherwise, without AERIE's prior written consent. AERIE may freely assign or transfer these Terms without your consent.

17.4 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid and enforceable (if permitted by law).

17.5 No Waiver. No failure or delay by AERIE in exercising any right, power, or remedy under these Terms will operate as a waiver of such right, power, or remedy. Any waiver must be in writing and signed by an authorized representative of AERIE.

17.6 Notices. Notices to you may be provided via email, Program interfaces, Network Partner platforms, or direct messages to your registered accounts. You are responsible for maintaining up-to-date contact information. Notices to AERIE must be sent in accordance with the instructions in the Program Materials or to such other address as AERIE may designate.

17.7 Language. These Terms are drafted in English. Any translations are provided for convenience only. In the event of any inconsistency, the English version will control.

By applying to, enrolling in, or participating in the AERIE Affiliate Marketing Program, or by creating or sharing Content or links in connection with the Program, you acknowledge that you have read, understood, and agree to be bound by **AERIE Affiliate Marketing Terms & Conditions**

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