




## TERMS OF USE

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These Terms of Use (the "**Agreement**") represent the legally binding agreement between Hanesbrands Inc. ("**Hanesbrands**") and you in connection with your use of our website [www.HBILocator.com](http://www.HBILocator.com) (the "**Site**") and any content, information or materials available at the Site, and any mirror, backup, substitute, replacement websites, as well as any Hanesbrands proprietary website which you use. BY USING THIS SITE, YOU EXPRESSLY ACCEPT AND AGREE TO BE BOUND BY AND ABIDE BY ALL THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE. DO NOT USE THE SITE IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE. You affirm that you are 18 years of age or older and are fully authorized and competent to enter into, abide by and comply with the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement on behalf of your company.

The term "use" and variations thereof mean and include access, interaction, sending and receiving information, downloading and uploading, posting, browsing, making purchases (if applicable), obtaining customer service and engaging in any other activity or using the features and functions of the Site, as a visitor, registered user or otherwise. In addition, we may refer to you and your company, collectively, as "user", "you" or "your" and may refer to Hanesbrands (including our subsidiaries, affiliates, brands and operating units) as "we", "us" or "our". We also sometimes refer to third parties, such as our suppliers, operational service providers, co-sponsors, promotional partners and others, and we will just use the term "third parties" when we refer to them.

### PERMITTED USE

Under this Agreement, we grant you a limited, revocable, non-transferable right to use the Site for the purpose of viewing or downloading product information, viewing inventory of products, placing and managing orders, searching for third party vendors (e.g., distributors, wholesalers, embroiderers), uploading logos or other approved content for the purpose of creating and marketing customized Hanesbrands products, and accessing any other features or functions made available to you on the Site for the purposes of your own business, all in compliance with this Agreement. You obtain no other rights, interest or claim to the Site or any aspect of the Site at all.

### REGISTRATION

In order to use certain features and functions of the Site, you may be asked to register and provide certain information about yourself and your company, which you agree to input, update and maintain accurately and completely as long as you are a registered user. During the registration process, you will create a password. You are responsible for the confidentiality of your password, which, combined with your user name, form a unique user identification ("**ID**").

### OWNERSHIP RIGHTS

The Site is proprietary to Hanesbrands and Hanesbrands either owns or has the right to use all names, logos, brands, trade names, service and trademarks which appear on the Site, as well as all of the icons, characters, artwork, designs, images, graphics, music, games, text, software, databases and all copyrightable or otherwise legally protected elements of the Site including, without limitation, the selection, sequence and 'look and feel' and arrangement of items ("**Content**"), and all programming, codes, scripts in any form and format associated with or applicable to the Site ("**Code**"). All Content and Code are included within the meaning of the term Site and the Site is protected by copyright and other intellectual property laws. We require users to respect all laws and regulations that apply to our Site, just as we respect the rights of others.

### THIRD-PARTY CONTENT AND WEBSITES

This Site may contain references, URLs, links and other material related to or associated with websites, content, information and/or material of third parties. You should understand that we do not control, are not responsible for, do not monitor or endorse, have no obligation or responsibility, and do not incur or accept any liability for them. These third parties, not us, are solely responsible for their websites, content, information and materials and their terms and conditions, including any privacy policies or statements, and all of their goods and services even if any one or more of our logos or sponsorship identification may be used by them, whether as part of a co-branding or promotional arrangement or otherwise.

### NO LICENSE

Except as expressly provided herein, nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise any proprietary or industrial right of Hanesbrands, its affiliates, or any third party.

### SUBMISSION OF IDEAS

**Don't send us any of your original ideas (each, an "Idea"). If you do, you are agreeing that your submission is entirely voluntary, non-confidential, gratuitous, and non-committal.** We have no obligation to treat any Idea as confidential or proprietary and we have the right to use or disregard, in whole or in part, any Ideas. We will not be liable for the use of any Ideas nor will we incur or accept any liability, even if we adopt, use or implement anything that is similar or even identical to any Idea you submit. If you submit an Idea to us, you represent and warrant that it is your own original work (or you have the necessary rights to disclose it to us and permit us to use your Idea in accordance with the terms of this paragraph), and you grant us the right to use, exploit and do with the Idea as we determine, without notice or compensation, as if the Idea was original and proprietary to us. You hereby irrevocably release and forever discharge Hanesbrands and its affiliates and subsidiaries from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against Hanesbrands and its affiliates and

subsidiaries or their respective successors and assigns with respect to the Idea including, without limitation in respect of how Hanesbrands and its affiliates and subsidiaries, directly or indirectly, use the Idea.

## POSTINGS

Portions of the Site may provide you with the opportunity to submit, post, display, transmit, exchange or otherwise make available ("**Post**") your own materials (each, a "**Posting**"). If you do, you grant us the right to use your Posting for purposes of providing services to you.

You represent and warrant that each Posting:(i) is original to you or you have obtained all required rights, licenses and releases required to comply with the terms of this Agreement, including, without limitation, the rights granted to us, (ii) does and will not, violate this Agreement nor infringe upon, misappropriate or violate the rights of any other party or any law or regulation; (iii) is not harassing, obscene, libelous, tortious or otherwise unlawful, nor intended to injure, defame or cause damage or hurt of any kind to any other party; and (iv) may be used by us as permitted in this Agreement, without notice, royalty or any other payment, liability or obligation of any kind whatsoever.

Postings are the sole responsibility of the person from which a Posting originated and a Posting made under your ID will be attributable to you and you will be responsible, even if you personally did not make the Posting. We are not responsible for any errors, omissions, or offensive material contained in any content posted or any decisions made or actions taken or not taken based on such information or content.

Postings do not reflect the views of Hanesbrands but we do reserve the right (although we have no obligation), to monitor, edit or screen Postings. Without limiting our remedies or rights of action in any manner, if we determine you have or may breach this Agreement, we may, without notice, at any time and from time to time (a) refuse to allow you to Post; (b) remove and delete Postings; (c) revoke your right to use the Site; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement. Our Site has a limited and finite capacity and we also may limit use for operational and other reasons. As a result, some Postings may not be transmitted or Posted and we have no obligation to you and assume no responsibility for Postings.

You agree that you may not attempt (or encourage or support any one else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Site's services, or any content thereof, or make unauthorized use thereof. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You shall not upload, post, transmit, distribute or otherwise publish through the Site or any service or feature made available on or through the Site, any materials which (i) restrict or inhibit any other user from using and enjoying the Site or the Site's services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (iv) contain a virus, spyware, or other harmful component, (v) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vi) constitute or contain false or misleading indications of origin, endorsement or statements of fact.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

We operate the Site from the U.S. and it is possible some downloads from the Site could be subject to government export controls or other restrictions. If you download anything from or using our Site, you represent you are not subject to such controls or restrictions. We make no representation that anything is appropriate, permissible or available for use outside the United States and using our Site from territories in which such use or the Content available from such use is illegal, restricted or not permitted, is expressly prohibited.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE. THE SITE IS AVAILABLE "AS IS," AND "AS AVAILABLE". YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS WILL BE DETECTED OR CORRECTED. WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY COMPUTER VIRUSES, BUGS, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS, OR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE INFORMATION DISCLOSED OR ACCESSED THROUGH THE SITE. WE HAVE NO DUTY TO UPDATE OR MODIFY THE SITE AND WE ARE NOT LIABLE FOR OUR FAILURE TO DO SO.

IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF OUR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR THIRD PARTIES, BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE SITE, THE USE OF THE SITE OR OUR AGREEMENT WITH YOU CONCERNING THE SITE, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF WE ARE HELD LIABLE IN A COURT OF COMPETENT JURISDICTION FOR ANY REASON, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT, IF ANY, PAID BY YOU TO USE THIS SITE, NOT INCLUDING PAYMENTS FOR GOODS PURCHASED, THE LIMITATION OF LIABILITY FOR WHICH IS AS SET FORTH IN OUR ONLINE SALES AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY LIMITATION ON REMEDIES, DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW, WE SHALL REMAIN ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS AVAILABLE UNDER THIS AGREEMENT, AT LAW AND/OR IN EQUITY.

## INDEMNIFICATION

You agree to indemnify and hold us and each of our respective successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the Site (or use of anyone authorized by you, or using your ID) and/or any violation of the Agreement. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the Site and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

## MODIFICATIONS

We reserve the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Site or any part thereof with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site. In addition, we may, at any time and from time to time, revise the Agreement we have with you. We will post revisions on our Site or otherwise notify you, and the revisions will be effective as soon as we post them or on the date in the notice or posting. If you do not wish to be bound by the revised Agreement or at any time you no longer agree with all the terms and conditions that apply to you, as described in the Agreement, then your sole remedy shall be to discontinue any further use of this Site.

You are always bound by the terms and conditions that apply at the time of your use of our Site and you should periodically visit this page to review them so you know the terms and conditions that apply to you. Your continued use of our Site means that you accept and fully agree to the terms and conditions that apply at the time of your use.

## QUESTIONS

Questions concerning the use of the Site should be directed to us by email at: [hbi\\_service@hanesbrands.com](mailto:hbi_service@hanesbrands.com) or by mail to, Hanesbrands Inc., Imagewear Database Group, PO Box 3019, Winston-Salem, NC 27102, or by calling 1-800-685-7557. When contacting us, please be sure to provide us with your exact e-mail address, name, address, and/or telephone number(s) so that we may handle your request correctly.

## GENERAL

If any provision of the Agreement is held invalid or unenforceable, it shall not affect the enforceability of the rest of the Agreement. You may be subject to additional terms and conditions when you use or purchase certain goods or services and you will be notified and required to accept and agree in order to use or purchase them. If we fail to act or enforce any particular terms or conditions of this Agreement, it does not constitute a waiver and shall not limit our rights with respect to that or any other breaches. The Agreement, including

any additional terms and conditions, shall be governed by and construed in accordance with the laws of North Carolina law and the Federal laws applicable therein, without regard to conflicts of law provisions. Any action or proceeding arising out of or related to this Agreement or your use of our Site must be brought in a state or federal courts sitting in Forsyth County in the Middle District of North Carolina, and you consent to the exclusive personal jurisdiction of such courts. We have the right to obtain equitable relief from a court of competent jurisdiction, including, without limitation, injunctions, restraining orders, and specific performance, without the requirement of posting a bond or other security or proving money damages are insufficient. This Agreement is the entire agreement between you and us regarding the subject matter and supersedes any and all prior or inconsistent terms and conditions and this Agreement can only be modified in writing signed by an authorized representative of Hanesbrands Inc.

[Go back to top](#)