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General

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Site Usage Policy

(A) Security

You are prohibited from violating or attempting to violate the security measures on the Site, including, without limitation:

1. Using a false password or one belonging to another user or accessing data not intended for the user or logging into a server or account which such user is not authorised to access;
2. Disclosing a password or permitting a third party to use a password or failing to notify us if a password is compromised;
3. Attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without proper authorisation;
4. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";
5. Sending unsolicited e-mail, including promotions and/or advertising of products or services;
6. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or
7. Hijacking all or any part of the Site content, deleting or changing any Site content, deploying pop-up messages or advertising, running or displaying this Site or any Site content in frames or through similar means on another Site, or linking to the Site or any page within the Site, without our specific written permission.

(B) General Rules

You agree to use the Site only for lawful purposes and only for your own personal, non-commercial use. You may not use the Site to transmit, post, download, distribute, copy, display publicly, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, patent, trade mark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, (c) that is libelous, obscene, offensive, threatening, defamatory, abusive, hateful, gives rise to civil liability or would otherwise be considered a criminal offence (d) which is technically harmful (including without limitation, computer viruses, Trojan horses, worms, harmful components or other malicious software).

(C) Violations

We have absolute discretion to determine if any use violates these rules, and to act as we deem appropriate in the event of any violation. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences which may involve such violations and may involve, cooperate with, and make disclosures to, law enforcement authorities in identifying and prosecuting users who are involved in such violations.

Site Contents

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Product Information

Perry Ellis's products displayed on the Site are generally available in most cases in select department, independent and/or company-owned stores in the United Kingdom and select foreign markets while supplies last. In some cases, merchandise displayed on the Site may not be available in stores and Perry Ellis makes no representations or warranties that any of the products or services displayed on the Site will be available at any time or location.



Colours

We have made every effort to display as accurately as possible the colours of our products that appear on the Site. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

Personal Information

We respect your Personal Information as defined within our Privacy Policy and shall deal with it in accordance with our Privacy Policy.

User Comments, Feedback, Postcards and Other Submissions

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to PEI on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, "Comments") shall be and remain PEI's property. Such disclosure, submission or offer of any Comments shall constitute an assignment to PEI of all worldwide right, title and interest in all copyrights and other intellectual properties in the Comments. PEI is and shall be under no obligation (1) to maintain any Comments (with the exception of Personal Information as defined in our Privacy Policy) in confidence; (2) to pay to the user any compensation for any Comments; or (3) to respond to any user Comments.

You agree that none of the Comments submitted by you to the Site will violate any right of any third party, including copyright, trade mark, privacy or other personal or proprietary right(s). You further agree that none of the Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Comments you make.

You agree that PEI may use and/or disclose information consistent with our Privacy Policy.

Indemnification

You agree to defend, indemnify and hold PEI harmless from and against any and all claims, damages, losses, proceedings, costs and expenses, including legal fees, arising from or related to your use of the Site.

Links to Other Web Sites

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From time to time there may be information on this Site that contains typographical errors, inaccuracies, or omissions, including those that may relate to product descriptions, pricing, and availability. We reserve the right to revoke offers or correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We apologise for any inconvenience this may cause you.

Miscellaneous

This Agreement shall be governed and construed in accordance with the laws of the England and Wales. You shall submit to the non-exclusive jurisdiction of the courts of England and Wales but we reserve the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

Third-Party Trade marks

Third-party trade names, product names and logos, contained in this website may be the trade marks or registered trade marks of their respective owners.

Notices for Reporting and Making Claims of Copyright Infringement

PEI will investigate notices of copyright infringement and take appropriate actions under the Copyright Designs and Patents Act 1988 (as amended) or such local laws as appropriate including the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the following designated agent for this website:

Perry Ellis Europe Limited
Att: General Counsel – Intellectual Property
Crittall Road
Witham
Essex
England
CM8 3DJ

VIA EMAIL: geri.mankoff@pery.com

Please send any concerns regarding our products or services to Kerry Bull email kerry.bull@pery.com.

Termination

This Agreement is effective unless and until terminated by either you or PEI. You may terminate this Agreement at any time. PEI also may terminate this Agreement at any time and may do so



immediately without notice, and accordingly deny you access to the Site, if in PEI's sole discretion you fail to comply with any term or provision of this Agreement.