

Terms And Conditions

STORE TERMS AND CONDITIONS PRM.COM/US

PLEASE READ SECTION XII BELOW ATTENTIVELY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING WAIVING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY, A JURY TRIAL WAIVER, AND A BINDING INDIVIDUAL ARBITRATION AGREEMENT TO RESOLVE DISPUTES. IN ARBITRATION THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

I. GENERAL INFORMATION

1. The store prm.com/us online store (hereinafter referred to as "Store") is operated by Answear.com Spółka Akcyjna (Joint Stock Company) with its seat in Kraków, address: 31-564 Kraków, Aleja Pokoju 18, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kraków, XI Economic Department of the National Court Register under the number KRS 0000816066, REGON 122515020, NIP 6793080390, which is also the controller of the personal data of the Store's Customers. In the further provisions of the Terms and Conditions, in order to simplify communication, in reference to Answear.com S.A. we use the term: "PRM", "we" or use other pronouns to denote the first person plural.
2. In the Terms and Conditions ("**Terms and Conditions**"), we have described the rules for making purchases of goods presented in the Store ("**Goods**"), registering your account and other services described in the Terms and Conditions.
3. You can check the Terms and Conditions in the footer of the Store or download the current version in PDF format and save it to the medium of your choice.
4. Information about the Goods you can buy in the Store is an invitation to conclude a contract and make an offer to purchase such Goods.
5. The Goods in the Store are described in detail. The website contains information, in particular, about the properties of the Goods, their price, and the material from which they are made.
6. All trademarks and brand names, photos, designs, lay-out of the Store, product descriptions and other elements of the Store are subject to copyright and trademark laws and may not be copied or used without permission of PRM.
7. You may purchase from the Store only as a consumer, i.e. an individual making a purchase outside of your business. We do not sell to businesses.

II. RULES FOR USING THE STORE

1. Please read the Terms and Conditions, and before placing an order or creating an account in the Store, accept its contents. Without accepting the Terms and Conditions, you will not be able to purchase Goods or use other services through the Store.
2. The information you provide to us in the course of placing an order should be truthful, up-to-date and accurate. By using the Store, you represent and warrant that: (a) all information you submit during your account registration is truthful and accurate; (b) you will update the accuracy of such information; and (c) your use of the Store does not violate any applicable law or regulation. Please note that we may refuse to process your order if the information you provide is

so inaccurate that it makes it impossible to process your order, in particular, it prevents proper delivery. Before refusing to process an order, we will attempt to contact you in order to establish the correct information to the extent that the order can be processed.

3. When using the Store, you must comply with the following rules:

a) you may not interfere in any way with the system environment of the Store, including, in particular, by introducing harmful (malicious) software or taking other actions aimed at unlawful interference with the Store;

b) you are obliged to use the Store in accordance with its purpose described in the Terms and Conditions – the use of the functionality of the Store in any other way than specified in the Terms and Conditions is prohibited;

c) you may not interfere with the Store's operation or cause inconvenience to other users or employees of the Store,

d) you are not authorized to use the content, descriptions, photos or other graphic elements of the Store for your own use, or the use of other entities. Remember that many elements of the Store are subject to the copyright and trademark protection, and may not be used without its consent.

4. For some brands of Goods, we have introduced limits on the number of pieces of model color that you can purchase in one order. You will receive information about this when you add the maximum number of items in a given color model to your cart.

III. CONCLUSION OF THE CONTRACT OF SALE OF GOODS

1. All purchases must comply with these Terms and Conditions.

2. You may place orders in the Store 24 hours a day, but orders placed on non-working days (Saturdays, Sundays and holidays) will be processed on the next working day.

3. You can place an order by logging in to your account in the Store - we recommend using this method, as it significantly shortens the process of placing subsequent orders (you do not have to enter your information each time). However, you do not need to have an account with the Store to place an order - you can make purchases without registration by following the relevant instructions on the Store's pages.

4. We will ask you to provide the information necessary to process the orders you place. Without providing the required information, we will not be able to process your order and issue an invoice.

5. To place an order, you will have to comply with the following steps:

a) after selecting the Goods, add them to the "Basket" by choosing the appropriate size, number of Goods, their color, and then go to the "Basket" and follow further instructions on the Store's website,

b) You can change the content of your "Basket" by deleting the Goods or adding new Goods, as well as changing the information provided until you click the "Order and pay" button,

c) clicking the "Order and pay" button means that you have made us an offer to purchase the Goods of your choice under the terms described in the Terms and Conditions, and if you choose the Google Pay/Apple Pay payment method, payment is required to submit the offer.

6. Once you have made an offer, you will receive an e-mail containing basic information about your order, including: the quantity of the Goods ordered, their price and delivery costs, the selected type of delivery and payment, the expected time of order completion, your

information and the Store's information. Please note that this message is only an acknowledgement that the Store has received your order.

7. Upon receipt of your order, we will inform you that your order has been forwarded to the warehouse for verification, and after verification of your order, we will send another email in which we will confirm the fulfillment of your order ("**Confirmation of completion and dispatch of order**") or refuse your offer to purchase Goods from the Store and indicate the reasons for the refusal. Please note, Goods availability is not guaranteed.

8. The email indicated in Section 7 above ("**Confirmation of completion and dispatch of order**") means that the contract of sale of the Goods you have selected has been in accordance with these Terms and Conditions.

9. Before you receive the email indicated in item 7 ("**Confirmation of completion and dispatch of order**"), you may still be able to cancel your order, - just contact Customer Service. If we are able to cancel your order during this time, we will send you an email confirming the cancellation.

10. Your order will be canceled by us if:

a) your contact information is so inaccurate that it prevents delivery or contacting you to confirm your information,

b) Your payment for the order will not be received within the deadline specified by the Store here: <https://prm.com/us/a/payment-methods>.

11. For orders placed, we issue an electronic invoice for the purchased Goods. You will receive such an invoice to the e-mail address provided when placing the order. By accepting the Terms and Conditions, you accept the sending of an electronic invoice to the e-mail address provided by you.

IV. DELIVERY AND COLLECTION OF GOODS

1. Goods purchased from the Store will be delivered to the address you specify in your order by courier service at your own cost. Detailed information about the forms and costs of delivery are found here: <https://prm.com/us/a/shipping-costs>. You will pay all shipping and handling charges specified during the ordering process.

2. We usually deliver orders within 5 business days, depending on the delivery method used. Delivery of your order may be delayed during busy shopping periods in the Store, such as holiday periods.

3. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

V. PRICES, SHIPMENT FEES AND PAYMENT METHODS

1. Prices of the Goods in the Store are provided in U.S. Dollars. The prices shown do not include any shipment costs. Shipping costs are calculated when you check out and provide your address.

2. The current methods of payment accepted in the Store are presented on the Payment Methods subpage: <https://prm.com/us/a/payment-methods>.

3. If you choose Online Payments, funds must be credited to your Answer.com account within the deadline indicated by the Store here: <https://prm.com/us/a/payment-methods> otherwise the

order will be canceled. You can, of course, re-order by selecting a different payment method or by completing the online payment on time.

4. Please remember that we may change the prices of the Goods in the Store, and any applicable discounts, promotions, the assortment, or other product reductions. Such changes will not affect the sales contracts already concluded or the rights of Customers who benefit from a certain promotion. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes.

5. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

6. We will arrange for shipment of the Goods to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

7. Title and risk of loss pass to you upon our transfer of the Goods to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

VI. RETURNS AND REFUNDS

1. Except for any Goods designated on the Store as final sale or non-returnable, we will accept a return of the Goods for a refund of your purchase price, less the original shipping and handling costs provided such return is made within 14 days of delivery with valid proof of purchase and provided such products are returned in their original, saleable condition – returned Goods not in their original, saleable condition will be rejected for return. To return Goods, fill out the return form and send it to us via email or together with the returned Goods. You may find the Return Form here: prm.com/us/uploads/prm_return_form_us.pdf. Additionally, the following Goods cannot be returned: (i) sealed goods that are not suitable for return for health or hygienic reasons and whose packaging has been opened after delivery; (ii) sealed sound recordings or sealed visual recordings, or sealed computer software, the packaging of which has been opened after delivery; (iii) newspapers, periodicals or magazines except for subscription contracts; (iv) Goods designated on the Store as non-returnable.

2. If you complain about the Goods use the Complaint Form, which you may find here: https://prm.com/us/uploads/prm_complaints_form.pdf.

3. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

4. Refunds are processed within approximately 14 business days of our receipt of your original, saleable Goods. Your refund will be credited back to the same payment method used to make the original purchase on the Store, unless you agree to refund by other means.

5. The proper address for returns is: Salesupply Inc. c/o „DC Answear - PRM Returns” 1110 Brickell Ave, suite 317 Miami, Florida 33131 USA.

6. If you received the Goods which you have not ordered, or have any other complaints about the Goods please contact us at: ask.us@prm.com. We will do our best to address your concerns

VII. COMMENTS & FEEDBACK

We welcome your comments and feedback regarding our Store, our products and our services. All comments, feedback, ideas, suggestions, materials, information, and other submissions disclosed, submitted or offered to us using this Store or otherwise (collectively, "Comments") are not confidential. You hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free right to exploit the Comments in any manner and for any purpose, including to improve the Store and create other products and services.

VIII. PRIVACY

Any personal information that you provide to us is subject to our Privacy Policy. Please review the Privacy Policy for more information about how we collect and use personal information.

IX. DISCLAIMER, LIMITATION OF LIABILITY & INDEMNITY

1. No Warranties. The availability of Goods through our Store does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the Goods offered on our Store. THIS STORE, ALL CONTENTS, AND ALL PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THE STORE ARE PROVIDED ON AN "AS IS" BASIS. PRM DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRM DOES NOT WARRANT THAT YOUR USE OF THIS STORE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS STORE OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH WE ENDEAVOR TO PROVIDE ACCURATE INFORMATION, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THIS STORE.

2. Acceptance of Risk. YOUR USE OF THE STORE IS AT YOUR OWN RISK. NEITHER PRM NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS STORE, ANY INFORMATION OR MATERIALS PROVIDED ON THE STORE, OR ANY GOODS PURCHASED THROUGH THE STORE.

3. Release and indemnity. BY AGREEING TO AND ACCEPTING THESE TERMS AND CONDITIONS, YOU HEREBY IRREVOCABLY RELEASE US AND OUR AFFILIATED PARTIES FROM LIABILITY OF ANY KIND, AND FOR ANY CONSEQUENCE(S) ARISING FROM YOUR USE OF THE STORE. THIS INVOLVES ANY AND ALL LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF GOODWILL, INTERRUPTION, LOSS OF BUSINESS INFORMATION, DAMAGE TO REPUTATION, FEES, ACTUAL ATTORNEYS' FEES AND COSTS, EXPENSES OR ANY DAMAGE, WHETHER DIRECT OR INDIRECT, WHETHER FINANCIAL OR NON-FINANCIAL. YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

4. Limitation of Liability. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN

INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above indemnities, limitations, and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

X. TERMINATION

These Terms and Conditions constitute an agreement that is effective unless and until terminated by PRM. PRM may, at its sole discretion, terminate these Terms and Conditions or your account on the Store, or suspend or terminate your access to the Store, at any time for any reason or no reason, with or without notice. You may terminate your account at any time by contacting PRM customer service in email correspondence sent to ask.us@prm.com or by letter to the address indicated in Section I.1. above. If in our sole discretion you fail to comply with any term or provision of these Terms and Conditions, PRM may terminate your account and deny you access to the Store. In the event of denial of access by PRM, you are no longer authorized to access the Store. Upon termination of these Terms and Conditions: (a) you must immediately cease use of the Store; (b) you will no longer be authorized to access your account or the Store; and (c) the following Sections will survive termination: Sections I, VI, VII-XIII and all other provisions of these Terms and Conditions which are by their nature intended to survive termination.

XI. GOVERNING LAW

To the fullest extent allowed by law, the laws of the State of California will govern these Terms and Conditions, without regard to or application of its conflict of law provisions. To the fullest extent allowed by law, any cause of action by either party that arises out of or related to the Store must commence within one (1) year after the conduct that caused the Dispute (as defined below) otherwise, such cause of action is permanently barred.

XII. BINDING ARBITRATION AND CLASS ACTION WAIVER

READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING WAIVING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL. THESE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS APPLY TO YOU.

1. To the fullest extent allowed by law, you and PRM agree to submit all Disputes between us to individual, binding arbitration pursuant to the provisions in this Section XII. A "Dispute" means any dispute, claim, or controversy (except those specifically exempted below) between you and PRM that in any way relates to or arises from any aspect of our relationship, including, without limitation, your use or attempted use of the Store, all marketing related to the Store, Goods, any licensed content, and all matters relating to or arising from these Terms and Conditions (including Privacy Policy and all other terms incorporated into these Terms and Conditions) or any other agreement between you and PRM, including any disputes over the validity, enforceability or interpretation of this agreement to arbitrate. A Dispute shall be subject to these BINDING ARBITRATION AND CLASS ACTION WAIVER provisions regardless of whether a Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, and negligence), or any other legal or equitable theory. This includes

claims or requests for relief that accrued before you agreed to these Terms and Conditions. You and PRM understand that there is no judge or jury in arbitration and that court review of an arbitration award is limited.

2. Notice of Dispute: Prior to initiating arbitration, you must first send a written Notice of Dispute by certified mail to PRM at: Answer.com S.A., Al. Pokoju 18, 31-564 Kraków, Poland, with additional notice: Notice of Dispute.. The Notice of Dispute must include the following at a minimum: (a) your name and account number or email used for account registration or placement of an order, (b) a detailed description of your claim or Dispute with PRM, including dates, (c) the specific damages or other remedy or remedies that you are seeking. If we have a dispute with you, we must first send a written Notice of Dispute detailing the dispute and sending it to you at the delivery address provided by you for the shipment of Goods. If the claim detailed in either party's Notice of Dispute is not resolved within thirty (30) days of sending the Notice of Dispute that conforms with these requirements, then you may commence arbitration according to the requirements in these Terms and Conditions (the "Initial Dispute Resolution Period").

3. The arbitration will be administered by a single arbitrator by JAMS in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules") effective as of the date of the Notice of Dispute, the current version of which are available at the JAMS website, <http://www.jamsadr.com/rules-streamlined-arbitration>, as modified by this agreement. If, for any reason, JAMS is unable to provide the arbitration, then except as otherwise stated below, you or PRM may file a Dispute with any national arbitration company that handles consumer arbitrations following procedures that are substantially similar to the JAMS Rules.

4. Unless contrary to JAMS Rules, Arbitration hearings may be conducted by videoconference unless the arbitrator believes an in-person hearing is necessary. In such instances, the location of an arbitration hearing will be decided pursuant to the JAMS Rules. For Users outside the United States, arbitration shall be initiated in Los Angeles County, California, and you and PRM agree to submit to the personal jurisdiction of any federal or state court in Los Angeles County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In an arbitration, discovery shall be limited to the production of documents which are directly relevant to significant issues in the case or to the case's outcome. The arbitrator shall allow dispositive motions.

5. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law. The decision of the arbitrator shall be final and binding on you and PRM, and any award of the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the scope and enforceability of this arbitration agreement, including whether a Dispute is subject to arbitration. The arbitrator has authority to decide all issues of validity, enforceability or arbitrability, including, but not limited to, where a party raises as a defense to arbitration that the claims in question are exempted from the arbitration requirement or that any portion of this agreement is not enforceable. Arbitration shall be governed by the Federal Arbitration Act.

6. Class Action Waiver: TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AND PRM AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION, COLLECTIVE ACTION, GROUP, OR CLASS ARBITRATION, AS A PRIVATE ATTORNEY GENERAL, CONSOLIDATED ACTION, REPRESENTATIVE ACTION, OR OTHERWISE SEEK TO RECOVER LOSSES INCURRED BY A THIRD PARTY. To the extent applicable law does not allow the waiver of certain claims, but permits those claims to be arbitrated, then such claims shall be resolved in arbitration. To the extent allowed by law, the arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, including injunctive relief.

7. Notwithstanding anything to the contrary herein, if the arbitrator may not legally adjudicate or award a particular legal or equitable claim or remedy, such claim or remedy shall be stayed until

all other claims and remedies are final and the arbitration completed, after which the federal or state court may adjudicate the remaining claim and, if meritorious, award the remaining remedy. In doing so, the federal or state court is bound under the principles of claim or issue preclusion by the decision of the arbitrator.

8. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

9. If the prohibition against class, group or collective actions is found to be unenforceable for any reason, the entire Section XII (6) of these Terms and Conditions (but only section XII (6)) shall be null and void.

10. EXCEPTION - Litigation of Small Claims Court Claims: Notwithstanding the parties' agreement to resolve all disputes through arbitration, if an arbitration is filed, before the arbitrator is formally appointed, either party can send written notice to the opposing party and the arbitration provider that it wants the Dispute decided by a small claims court, after which the arbitration provider shall close the case.

11. **NOTICE FOR CALIFORNIA USERS:** Under California Civil Code Section 1789.3, users of the Store from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

XIII. FINAL PROVISIONS

1. We will inform you of changes to the Terms and Conditions in an e-mail message if you have an account in the Store. If you do not accept the planned changes, you can request to delete your account in the Store at any time.

2. The contract is concluded in English.

3. In matters that we have not regulated in the Terms and Conditions, we apply the relevant provisions of law.

4 We may change the Terms and Conditions in the future, as needed. Any updates to the Terms and Conditions shall apply to contracts for the sale of Goods in the Store concluded after posting of the updated Terms and Conditions.

Effective from April 18, 2024.

STORE TERMS AND CONDITIONS

Agreements concluded by the sneakerstudio.com websites before June 1, 2023 will be implemented in accordance with the regulations in force before June 1, 2023. Regulation for store are available [HERE](#), however, returned or complained goods should be sent to the current addresses, indicated in the regulation in force from 01/06/2023 and on the information page of the store.