

TERMS OF USE

HELEN OF TROY LIMITED – TERMS AND CONDITIONS – 2/1/2017

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The Helen of Troy sites are for use only by persons located in the united states. Helen of Troy makes no claims that the Helen of Troy sites or any of their content is accessible or appropriate outside the united states. Access to the Helen of Troy sites may not be legal by certain persons in certain countries. If you access the Helen of Troy sites from outside the united states, you do so on you own initiative and are responsible for your compliance with local laws.

II. TRADEMARKS AND COPYRIGHTS

As between Helen of Troy and you, except for user content (as defined below), Helen of Troy is the owner or licensee of all content on the Helen of Troy sites, including, without limitation, all applicable U.S. and non-U.S. patents, trademarks, copyrights, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, typefaces, icons, audio, video and software and other material appearing on the Helen of Troy sites (“Helen of Troy proprietary material”). The compilation (meaning the collection, arrangement and assembly) of all Helen of Troy proprietary material on the Helen of Troy sites is the exclusive property of Helen of Troy. The contents of the Helen of Troy sites are copyrighted under united states copyright laws.

III. USE OF MATERIALS ON THE SITE

Except as otherwise provided in these Terms and Conditions, you may not use, publish, reproduce, display, create derivative works from, reverse engineer or decompile, distribute, copy, post, upload, transmit or modify the Helen of Troy proprietary material or any portion thereof, for any purpose. You may, however, (i) print a copy of individual screens appearing as part of the Helen of Troy sites solely for

your personal, non-commercial use or records, provided that any marks, logos, or other legends that appear on the copied screens remain on, and are not removed from the printed or stored images of such screens, and (ii) download material for your own personal, non-commercial use, provided that you agree to abide by any copyright notice or other restrictions contained in any material included or accessed through the Helen of Troy sites and include any author attribution, copyright or trademark notice or restriction in any such material that you download. You may not use such materials for any commercial purpose. Modification of the materials appearing on the Helen of Troy sites or use of such materials for any other purpose is a violation of Helen of Troy's copyright and other proprietary rights.

IV. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION ON THE HELEN OF TROY SITES

We are not responsible if information made available on the Helen of Troy sites is not accurate, complete or current. The material on the Helen of Troy sites is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Helen of Troy sites is at your own risk. The Helen of Troy sites may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. We reserve the right to modify the contents of the Helen of Troy sites at any time, but we have no obligation to update any information on the Helen of Troy sites. You agree that it is your responsibility to monitor changes to the Helen of Troy sites.

V. REGISTRATION; USER NAMES AND PASSWORDS

If you choose to become a registered member and create an account on any of the Helen of Troy sites, you agree to be responsible for: (i) maintaining the confidentiality of passwords or other account identifiers which you choose and (ii) all activities that occur under such password or account identifiers. You agree to notify Helen of Troy of: (i) any loss of your password or account identifiers and (ii) any unauthorized use of your password or account identifiers. Helen of Troy will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of the Terms and Conditions. Helen of Troy has the right to disable any user name, password or other identifier, whether chose by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

VI. USER CONTENT

A. Helen of Troy welcomes user comments, information and submissions from registered users of the site. In addition, you and other users of the Helen of Troy sites from time to time may have an opportunity to post certain knowledge, material, or commentary on the Helen of Troy sites, including, but not limited to, comments on our products, advertising and other promotional materials or events, as well as other facts, advice, "tips," and opinions. Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, all information and other content that you post on the Helen of Troy sites will be treated as non-confidential and non-proprietary to you and may be viewed by you and/or other users of the site.

B. By your posting information, data, text, music, sound, photographs, graphics, video, messages, or other materials on the Helen of Troy sites ("user content") in or otherwise using any communications

service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through the Helen of Troy sites from time to time, you agree that you are the sole responsible person and/or entity from which such user content originated and you are 18 years old or the age of majority in your jurisdiction. Without limitation of the foregoing, you agree not to use the Helen of Troy sites to: (a) upload, post, e-mail, or otherwise transmit any user content that is unlawful, harmful, threatening, embarrassing, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, invasive of another's privacy, hateful, or contains explicit or graphic descriptions or accounts of sexual or violent acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals); (b) upload, post, e-mail, or otherwise transmit any user content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, citizenship, age, marital status, veteran status or disability; (c) harm any person in any way; (d) upload, post, e-mail, or otherwise transmit any user content that infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party/individual; (d) upload, post, e-mail, or otherwise transmit any user content that you do not have a right to transmit under any law or regulation or under any contractual or fiduciary relationship (such as insider information, intellectual, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (e) upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Helen of Troy sites or any computer software or hardware or telecommunications equipment or any other similarly destructive activity; (f) interfere with or disrupt the Helen of Troy sites or servers or networks linked to the Helen of Troy sites, or disobey any requirements, procedures, policies, or regulations of networks linked to the Helen of Troy sites; (g) intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any rules, regulations, orders, directives and the like having the force of law; (h) upload, post, e-mail, or otherwise transmit any material, or take any other actions with respect to your use of the Helen of Troy sites, that would constitute, or would otherwise encourage, criminal conduct or conduct that could give rise to civil liability; (i) use the Helen of Troy sites for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services; (j) solicit other guests of the Helen of Troy sites to become members of any commercial on line service or other online or offline group or organization; (k) impersonate others, including, without limitation, a Helen of Troy employee, host, or representative, or other members or visitors on the Helen of Troy sites; (l) harvest, collect or store information about the users of the Helen of Troy sites or the user content or use such information for any purpose inconsistent with the purpose of the Helen of Troy sites or for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic mail or communications; or (m) attempt to interfere, in any way, with the proper working of the Helen of Troy sites.

C. You acknowledge and agree that user content you view or post on the Helen of Troy sites is posted, viewed and used by you at your own discretion and risk, including any reliance on the accuracy, completeness, or usefulness of such user content. You further acknowledge and agree that the views expressed by you and other users do not necessarily reflect the views of Helen of Troy, and Helen of

Troy does not support or endorse any user content or any other content or otherwise posted by you or any other user. You acknowledge that Helen of Troy does not pre-screen, monitor, review, or edit the user content posted by you and other users on the Helen of Troy sites. However, Helen of Troy and its designees have the right (but not the obligation) at their sole discretion to modify, refuse or remove any user content, in whole or in part, that, in Helen of Troy's judgment, does not comply with these Terms and Conditions or is otherwise undesirable, inappropriate, or inaccurate. Any or all postings on or through the Helen of Troy sites may be purged periodically in Helen of Troy's sole discretion. Helen of Troy is not responsible for any failure, non-failure, or delay in removing such user content. In this regard, you acknowledge that you may not rely on any user content available on the Helen of Troy sites, whether created by Helen of Troy or submitted to Helen of Troy. User content includes the opinions, statements and other content of third parties, not Helen of Troy. Helen of Troy does not endorse any such opinions, statements or other content posted on or accessible through the Helen of Troy sites. Helen of Troy does not assume any obligation or liability with respect to user content and no confidential or fiduciary understanding or relationship is established by Helen of Troy's receipt or acceptance of any such materials.

D. Any user content submitted by you to the Helen of Troy sites will be deemed non-proprietary and non-confidential and may be used by Helen of Troy without restriction. You shall be solely responsible for any user content submitted by you to the Helen of Troy sites and the consequences of posting or publishing such content. In connection with your user content, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to grant Helen of Troy the rights discussed below; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in your user content to grant Helen of Troy the rights discussed below. By submitting or sending information, material, or any other communication to Helen of Troy including user content, you grant Helen of Troy the royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, post or display such user content (in whole or in part) and/or to incorporate it in other works in any form, media (including but not limited to the Helen of Troy sites), or technology now known or later developed for any purpose, including, without limitation, reproduction, transmission, publication, broadcast and posting. Helen of Troy and its affiliates may use or otherwise transfer or dispose of any and all user content without restriction and users of the Helen of Troy sites shall not be entitled to any compensation whatsoever for any such use, transfer or disposition of user content by Helen of Troy. You understand that the technical processing and transmission of the Helen of Troy sites may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Helen of Troy assumes no responsibility for the deletion or failure to store postings or other information submitted by you or other users to the Helen of Troy site.

VII. DMCA NOTICE

If you are a copyright owner or an agent thereof and believe that any user content or other content on the Helen of Troy sites infringe upon your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act ("DMCA") by providing our designated copyright agent with the following information in writing:

(i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Helen of Troy to locate the material; (iv) information reasonably sufficient to permit the Helen of Troy to contact you, such as an address, telephone number, and, if available, an electronic mail; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Helen of Troy's designated copyright agent to receive notifications of claimed infringement may be contacted by one of the methods described on our Contact Us page. Only DMCA notices should go to the designated copyright agent. You acknowledge that if you fail to comply with all of the requirements of this section vii, your DMCA notice may not be valid.

VIII. INDEMNIFICATION

By using the Helen of Troy sites, you agree to defend, indemnify, and hold harmless Helen of Troy, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising in any way from or in connection with your use of the Helen of Troy sites or any service available on or through the Helen of Troy sites, the uploading, posting, e-mailing, or transmission of any user content or other materials by you or users authorized by you, infringement of any Helen of Troy proprietary material, or any violation of these Terms and Conditions (including but not limited to a claim arising out of a breach of your representations or warranties made hereunder), our Privacy Policy or any other policy posted from time to time on the Helen of Troy sites applicable to your use of the Helen of Troy sites, by you.

IX. PRIVACY POLICY

All personally identifiable information provided via the Helen of Troy sites is subject to our Privacy Policy. For information on how personally identifiable information is collected, used or disclosed by Helen of Troy in connection with your use of the Helen of Troy sites, please consult our Privacy Policy.

X. LINKS TO OTHER SITES

You may be able to link to third party web sites ("linked sites") from the Helen of Troy sites. Helen of Troy is not responsible for the content, availability, advertising, products, services or other materials of any such linked sites, or any additional links contained therein. Helen of Troy cannot ensure that you will be satisfied with any products or services that you purchase from linked sites, since such sites are owned and operated by independent third parties. Helen of Troy does not make any representations or warranties as to the security of any information you might be requested to give to any third party. It is your sole responsibility to comply with the appropriate terms of service of the linked sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security, export and

other laws related to the use of such linked sites and any content contained thereon. In no event shall Helen of Troy be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the linked sites or the information or material accessed through these linked sites. You should direct any concerns to the administrators or webmasters of these respective linked sites. Helen of Troy reserves the exclusive right, at its sole discretion, to add, change, decline, or remove, without notice, any feature or link to any of the linked sites from the Helen of Troy sites and/or introduce different features or links to different users.

Other sites may link to the Helen of Troy sites only through a plain-text link subject to the prior written approval of a duly authorized employee of Helen of Troy. To seek our permission, please contact us through one of the methods described on our Contact Us page. Helen of Troy reserves the right to rescind any permission granted by us to link through a plain-text link or any other type of link, and to require termination of any such link to the Helen of Troy sites, at our discretion, with or without cause, at any time.

XI. DISCLAIMERS

Visitors to the Helen of Troy sites agree that their use of the Helen of Troy sites is at their own sole risk. The Helen of Troy sites are provided “as is” and “as available,” without warranty of any kind, either express or implied. Without limitation of the foregoing, Helen of Troy (including its affiliates, third party content providers, merchants, sponsors, licensors and the like, and their respective directors, officers and employees) specifically disclaims any and all warranties, including, but not limited to: (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, or usefulness of the content of the Helen of Troy sites; and (ii) any warranties of title, warranty of non-infringement, or warranties of merchantability or fitness for a particular purpose. Helen of Troy also makes no representations and warranties as to any linked sites and Helen of Troy has no liability or responsibility with respect to your use of such sites. In some instances, content made available on the Helen of Troy sites may represent the opinions and judgments of providers or users, such as user content. Helen of Troy and its affiliates do not endorse nor shall they be responsible or liable for the accuracy or reliability of any opinion, advice or statement made on the Helen of Troy sites by anyone other than authorized Helen of Troy employees acting in such capacity.

This disclaimer of liability applies to any damages or injuries caused by the Helen of Troy sites, including, without limitation, those damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the content available on the Helen of Troy sites, or (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorized access to, alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action. Helen of Troy does not warrant or guarantee: (i) that any portion of the Helen of Troy sites will be free of infection by viruses, worms, trojan horses, or anything else manifesting contaminating or destructive properties; or (ii) that access to the Helen of Troy sites will be uninterrupted or error-free.

Helen of Troy does not warrant or make any representations regarding the use or the results of use of the materials available on the Helen of Troy sites. You (and not Helen of Troy or any of its affiliates) assume the entire cost of all necessary servicing, repair, or correction.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

XII. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE HELEN OF TROY SITES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE HELEN OF TROY SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE HELEN OF TROY SITES IS AT YOUR OWN RISK AND THAT THE HELEN OF TROY SITES ARE MADE AVAILABLE TO YOU AT NO CHARGE. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN NO EVENT WILL HELEN OF TROY OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE TO ANY PARTY FOR: (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT OR SOFTWARE OR LOSS OF RECORDS, INFORMATION OR DATA), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE HELEN OF TROY SITES, EVEN IF HELEN OF TROY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF THE HELEN OF TROY SITES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, HELEN OF TROY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW (THEREBY MINIMIZING HELEN OF TROY'S LIABILITY TO YOU TO THE LOWEST AMOUNT THAT APPLICABLE LAW PERMITS).

XIII. AMENDMENTS TO THESE TERMS AND CONDITIONS

Please note that we may change these Terms and Conditions from time to time to conform to changes in the law or for other reasons, which we reserve the right to do without your consent and such revised terms and conditions will be applicable at the time of posting on the Helen of Troy sites. Your continued use of the Helen of Troy sites following the posting of changes to these Terms and Conditions means you accept the changes.

XIV. CLAIMS

The Helen of Troy sites are intended and directed to residents of the United States only and all advertising and claims contained in the Helen of Troy sites are valid only in the United States.

XV. JURISDICTIONAL ISSUES/CHOICE OF LAW

Helen of Troy controls and operates the Helen of Troy sites from our offices in the State of Texas, United States of America, and all activities available on and through the Helen of Troy sites, are governed by the laws of the United States of America and the laws of the State of Texas. We do not represent that materials on the Helen of Troy sites are appropriate or available for persons located outside of the United States. You agree that the laws of the State of Texas, excluding its conflicts-of-law rules, and these Terms and Conditions, Helen of Troy's Privacy Policy and any other policies posted from time to

time on the Helen of Troy sites applicable to your use of the Helen of Troy sites shall govern your use of the Helen of Troy sites. You agree that the UN Convention on Contracts for the International Sale of Goods does not apply. Please note that your use of the Helen of Troy sites may be subject to other local, state, and federal laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Helen of Troy or relating in any way to your use of the Helen of Troy sites resides in the courts of the county of El Paso, State of Texas, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the county of El Paso, State of Texas, in connection with any such dispute and including any claim involving Helen of Troy or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. You agree that any cause of action or claim that you may have with respect to your use of the Helen of Troy sites must be commenced within one year after the act or omission giving rise to the claim or cause of action arose. Helen of Troy's failure to insist upon or enforce any provision of these term and conditions shall not be construed as a waiver of any provision or right of Helen of Troy. Helen of Troy may assign its rights under these Terms and Conditions to any party at any time without notice to you, however, any rights and licenses granted hereunder, may not be transferred or assigned by you.

XVI. HOW TO CONTACT US

Please feel free to contact us via one of the methods described on our Contact Us page, or send a letter to: Retail Customer Services, 1 Helen of Troy Plaza, El Paso, TX 79912. You agree that Helen of Troy may send notices to you regarding your use of the Helen of Troy sites by means of electronic mail, a general notice posted on the Helen of Troy sites or by written communication delivered either by overnight courier or U.S. mail to your email or mailing address as appearing in Helen of Troy's records from time to time.