TERMS OF USE

1. INTRODUCTION

Welcome to http://www.travismathew.com (the "Website"). The Website is owned and operated by travisMathew, LLC, and its subsidiaries and affiliates (collectively referred to herein as "TravisMathew," "we," "us" and "our").

By using the Website, you agree to be bound by all the terms and conditions contained in this Terms of Use Agreement (the "Agreement") and any and all rules, guidelines and directions found throughout the Website. Please read this Agreement carefully. This Agreement applies to all users of the Website, including users who are viewers of material on the Website and users who register for the Website as set forth below in Section 6.

By using the Website you also represent that you are at least 13 years old. TravisMathew does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us and any information submitted by such users will not knowingly be used, posted, or retained by us. YOU MAY NOT USE OR REGISTER FOR THE WEBSITE IF YOU ARE UNDER THE AGE OF 13.

In addition, when you use any current or future version of the Website, you also will be subject to the terms and conditions of this Agreement. Please print a copy of this Agreement for your records. We may, from time to time, modify the terms of this Agreement. When we make changes, we will post those in a new Terms of Use Agreement. Your use of the Website following any such modification constitutes your agreement to the terms of the modified Agreement. You should visit this page periodically to learn of any changes to this Agreement.

2. PRIVACY

Please review our Privacy Policy, which also governs your visit to the Website, to understand our privacy practices. The terms and conditions of our Privacy Policy are incorporated herein and made a part of this Agreement.

3. CONSIDERATION

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Website and receipt of data, materials and information available at or through the Website.

4. RESTRICTIONS ON USE OF MATERIALS

Trademarks. TravisMathew and other trademarks, service marks, trade names, and trade dress indicated on our Website are trademarks or registered trademarks of TravisMathew and its affiliates. All rights in such names are hereby reserved. The use or misuse of these trademarks

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The Website and the information contained in reference herein are for your personal, non-commercial use only. Except as otherwise specifically permitted herein, you shall not broadcast, duplicate, copy, reproduce, edit, manipulate, modify, publish, rent, sell, publicly display, perform, distribute, transmit, or circulate to anyone the contents of the Website, or use the contents of the Website in litigation, or for any commercial or promotional purposes, without the express written consent of TravisMathew or its lawful successors and assigns.

For usage permission, please contact us via e-mail at info@travismathew.com

5. NOTICE OF COPYRIGHT INFRINGEMENT

We respect and honor the intellectual property of others. If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- (1) Identification of the copyrighted work claimed to have been infringed;
- (2) Identification of the allegedly infringing material on the Website that is requested to be removed;
- (3) Your name, address, and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- (4) A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- (5) A statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- (6) An electronic or physical signature of the copyright owner or someone authorized on the ownerâ??s behalf to assert infringement of copyright and to submit the statement.

Our copyright agent for notice of claims of copyright infringement on the Website is TravisMathew's General Counsel, who can be reached as follows:

GENERAL COUNSEL

6. REGISTRATION

You do not have to register to view the Website. You can visit the Website, read articles and other materials, browse merchandise, post comments and product reviews, and check on offerings without registering for a user account. You can also contact us about a particular video, picture, audio file or other posting without having an account. However, you must register for an account in order to access the full features of the Website, including but not limited to the ability to purchase products through the Website. To register, you must create a user account, which requires you to provide your e-mail address and select a password. When creating a user account, you must provide accurate, complete and updated registration information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify TravisMathew immediately of any breach of security or unauthorized use of your account. TravisMathew will not be liable for any losses caused by any unauthorized use of your account. TravisMathew reserves the right to refuse registration or terminate a user account at any time in its sole discretion. You may also terminate or discontinue your own account at any time.

7. COMMENTS AND UNSOLICITED SUBMISSIONS

We welcome your comments and feedback about the Website and our products. In addition, in some places the Website enables users to post comments and product reviews which may be viewed by other users. Any comments, reviews, testimonials, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") posted to the Website or sent to us, whether through the Website, e-mail, facsimile, U.S. mail or by other means, shall be and remain the exclusive property of TravisMathew. Your submission of any such Comments shall constitute an irrevocable assignment to TravisMathew of any and all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. As such, TravisMathew (and its licensees, distributors, agents, representatives and other authorized users) will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Comments which you do not intend to assign to us, including any confidential materials such as product ideas, concepts, data, technical information, suggestions, photographs, artwork, stories, videos, audiovisual works, sound recordings, program formats, characterizations and/or other similar materials ("Unsolicited Submissions").

If, despite our request, you intentionally or unintentionally send us Unsolicited Submissions, we (and our licensees, distributors, agents, representatives and other authorized users) shall be entitled to unrestricted use of such Unsolicited Submissions for any purpose whatsoever, commercial or otherwise, without the requirement of any permission from or payment to you or to any other person or entity. If there exists any doubt or ambiguity about whether any material constitutes an Unsolicited Submission, such material shall be conclusively deemed to be an Unsolicited Submission. No Unsolicited Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Unsolicited Submission. Without limiting the foregoing, you hereby grant TravisMathew (and its licensees,

distributors, agents, representatives and other authorized users), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Unsolicited Submissions, in whole or in part, in all media formats and channels now known or hereafter devised for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution (the "Submissions License"). You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Unsolicited Submissions are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements,