

Terms of Service

Please read this Terms of Service agreement (the "Agreement") carefully. Your access to or use of the Site (as defined below) constitutes your agreement to be bound by this Agreement.

This Agreement is between you and Comenity LLC and its current and future affiliates including but not limited to Comenity LLC, Comenity Capital Bank, Comenity Bank, Comenity Operating Co., LLC, and Comenity Servicing LLC (referred to below as "**Company**," "**we**," and "**us**") concerning your use of this website (including any subdomains or web pages of this domain, regardless of any third-party branding contained on such pages) from which you are accessing this Agreement (together with any successor site(s), the "**Site**").

1. Acceptance of Terms. By accessing or using the Site, you agree to the terms of this Agreement and to any additional rules and guidelines that we may post on the Site. We may make changes to this Agreement (and to any such additional rules and guidelines) from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when we last changed this Agreement by referring to the "*LAST UPDATED*" legend above. Your access to or use of the Site following changes to this Agreement will constitute your acceptance of those changes. Notwithstanding the foregoing, any changes to this Agreement shall not apply to any dispute between you and Company arising prior to the date on which we posted the revised version of this Agreement incorporating such changes or otherwise notified you of such changes. We may, at any time, modify or discontinue all or part of the Site; charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users. You agree that neither we nor any of our affiliates, or our or their respective directors, officers, employees, agents, representatives, licensors or providers (collectively with Company, the "**Company Entities**") shall be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any service, content, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

BY USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

2. Jurisdictional Issues. The Site is controlled and/or operated from the United States, and is not intended to subject Company to non-U.S. jurisdiction or laws, except as otherwise expressly stated in this Agreement. The Site may not be appropriate or available for use in some jurisdictions outside of the United States. If you access or use the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

3. Information Submitted Through the Site. Your submission of information through the Site is governed by Company's Privacy Policy, which is located at <http://www.comenity.net/comenity/Home/ComenityOnlinePrivacy/> (the "**Privacy Policy**"). You agree that all information that you provide to us is true, accurate and complete, and that you will maintain and update such information regularly. If you provide any feedback, proposals, suggestions or other related materials regarding the Site ("**Feedback**"), you hereby acknowledge and agree that such Feedback is not confidential, that your provision of such Feedback is gratuitous, unsolicited and without restriction, and that we may use such Feedback for any purpose whatsoever, without compensation to you or any other person.

4. Rules of Conduct. While using the Site, you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your access to and use of the Site is conditioned upon your compliance with the rules of conduct set forth in

this Section 4; your failure to comply with any such rule may result in termination of your access to or use of the Site (or any part thereof) pursuant to Section 12 below. You agree that you will not:

- Post, transmit or otherwise make available through or in connection with the Site:
 - Any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
 - Any information or materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory or libelous; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right without the express written consent of the owner of such right.
 - Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."
 - Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
 - Any material, non-public information about a company without the proper authorization to do so.
- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including without limitation any representative of Company; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Use the Site to advertise or offer to sell or buy any goods or services without Company's express prior written consent.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirement, procedure, policy or regulation of such servers or networks.
- Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).
- Reproduce, duplicate, copy, modify, adapt, translate, sell, resell or otherwise exploit for any commercial purpose any portion of (or any access to or use of) the Site without Company's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any portion of the Site without Company's express prior written consent.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without Company's express prior written consent. Notwithstanding the foregoing, and subject to the following sentence, Company grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of

such materials, but not caches or archives of such materials. Such permission is subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory, and Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You also acknowledge and agree that you (and not Company) are responsible for obtaining and maintaining all telecommunications, networking and computer hardware, equipment and services needed to access and use the Site, and paying all related charges.

5. Registration; User Names and Passwords. You may need to register to use all or part of the Site. You represent and warrant that all information submitted to Company or Company Entities in connection with such registration is complete and accurate. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Site account.

6. Company's Proprietary Rights. We and/or our licensors and suppliers own the information and materials made available through the Site. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or any information or materials made available through the Site.

Our trade names, trademarks and service marks include COMENITY and Stylized O, as well as all other trade names, trademarks, service marks and any associated logos. All trademarks, service marks and logos on the Site not owned by us are the property of their respective owners. You may not use our trade names, trademarks or service marks in connection with any product or service that is not ours. Nothing contained on the Site should be construed as granting any license or right to use any trade names, trademarks or service marks without the express prior written consent of the owner.

7. Third Party Content. The Site may incorporate certain functionality that allows the routing and transmission of, and online access to, certain digital communications and content made available by third parties ("**Third Party Content**"). By using such Site functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality. Because we do not control Third Party Content, you agree that we are neither responsible nor liable for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. We have no obligation to monitor Third Party Content, and we may block or disable access to any Third Party Content (in whole or part) via the Site at any time. Your access to or receipt of Third Party Content via the Site does not imply our endorsement of, or our affiliation with any provider of, such Third Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third Party Content). This Agreement does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by us, or any Company Entity, to any Third Party Content.

8. Links to or From Other Sites. The Site may provide links to or feeds from websites and other online resources. Except as otherwise expressly stated by us on the Site, we are not affiliated or associated with the operators of any third party websites or other resources that link to or are linked from the Site. Company and Company Entities expressly disclaim any responsibility for the accuracy, content, or availability of information found on third party websites or resources that link to or are linked from the Site. We cannot ensure your satisfaction with any products or services that are available through any third party website or resource that links to or is linked from the Site, because these third party websites and resources are owned and operated by independent entities. We do not endorse any of the products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information,

made available through any third party websites or resources, and we make no representations or warranties as to the security of any information (including without limitation credit card and other personal information) that you may provide or be requested to provide to any third party, whether through such a third party website or resource, or otherwise.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITES AND OTHER ONLINE RESOURCES, INCLUDING YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS AVAILABLE ON OR THROUGH SUCH RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH RESOURCES.

Company shall have the right, at any time and at its sole discretion, to block links to the Site through technological or other means without prior notice.

9. Promotions. Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, "**Promotions**") made available through the Site may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

10. DISCLAIMERS; LIMITATION OF LIABILITY. THE SITE AND ANY GOODS, SERVICES, CONTENT, INFORMATION AND MATERIALS (INCLUDING THIRD PARTY GOODS, SERVICES, CONTENT, INFORMATION AND MATERIALS) MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND EACH OF THE COMPANY AND COMPANY ENTITIES DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS WITH RESPECT TO THE SITE AND ALL GOODS, SERVICES, CONTENT, INFORMATION AND MATERIALS (INCLUDING THIRD PARTY GOODS, SERVICES, CONTENT, INFORMATION AND MATERIALS) MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE.

NONE OF THE COMPANY ENTITIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SITE, UNDER ANY THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF THE COMPANY ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE EQUAL TO THE TOTAL AMOUNT, IF ANY, ACTUALLY PAID BY YOU TO COMPANY IN EXCHANGE SOLELY TO ACCESS AND USE THE SITE.

It is possible that applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

Please note that information on this Site may occasionally be inaccurate, incomplete or out of date. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third-party alteration to the Site, contact us at webmaster@comenity.net with a description of the material(s) at issue and the URL or location of such material(s). We make no representation as to the completeness, accuracy or currentness of any information on this Site.

11. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless the Company and Company Entities from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site; or (b) any violation or alleged violation of this Agreement by you.

12. Termination. This Agreement is effective until terminated. Company, in its sole discretion, may terminate your access to or use of the Site, your user name and password and/or any files or information associated with your user name, at any time and for any reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including if you repeatedly engage in copyright infringement via or in connection with the Site). Upon any such termination, your right to use the Site will immediately cease. You agree that the Company Entities shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 1-4, 6-13 and 17 shall survive any expiration or termination of this Agreement.

13. Governing Law; Arbitration. The terms of this Agreement are governed by the laws of the State of Delaware, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF YOUR USE OF THE SITE, IN WHOLE OR IN PART, OR OF ANY SERVICE, CONTENT, FEATURE OR PRODUCT OFFERED THROUGH THE SITE, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("**Supplementary Procedures**"), as amended by this Agreement. The Supplementary Procedures are available online at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

14. Contact Us. If you have any questions regarding the meaning or application of this Agreement, please direct such questions to webmaster@comenity.net.

15. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the

two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that Company does not endorse any of the products or services listed at such site.

16. Information or Complaints. If you have a question or complaint regarding the Site, please send an e-mail to webmaster@comenity.net. You may also contact us by writing to 3100 Easton Square Place, Columbus, Ohio 43219, or by calling us at 844-271-2553. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

17. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee or agency relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. Any such attempted assignment, transfer or sublicense shall be void. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only for convenience, and in no way defines or explains any section or provision hereof. The term "including" as used herein means "including without limitation." This Agreement hereby incorporates by this reference any additional terms that we post on the Site and, except as otherwise expressly stated herein, this Agreement is the entire agreement between you and Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter, but expressly excluding any such written or oral agreements relating to investment or financial transactions with Company or any Company Entity. To the extent of any irreconcilable conflict between the terms of such agreements relating to investment or financial transactions and the terms of this Agreement, the terms of such agreements relating to investment or financial transactions will govern. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in Company's discretion. Without limitation, you agree that a printed version of this Agreement and of any notice given hereunder in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for failures to fulfill any of Company's obligations due to causes beyond its control.

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