

## **ON LINE ACCOUNT MANAGEMENT AGREEMENT--Terms of Use**

### **PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE**

#### **Terms of Use:**

This Agreement details your responsibilities as a user of "My Kohl's Charge" online (herein referred to as the "Site"). It also includes disclaimers of liability and other matters that are of interest to users. When you use or access, or permit any other person to use or access the Site, you agree to these Terms of Use and any other policies described in this Site.

#### **Restrictions On Use:**

In consideration of your use of the Site, you represent that you are of legal age to form a binding contract (at least 18 years old) and a resident of the United States. You also agree to use the Site for personal, family or household use only. The Site may not be used for commercial purposes or for governmental purposes.

#### **Our Communications To You:**

You agree that, from time to time, we may send electronic messages to you to advise you of additions, deletions and changes to the Site, our merchandise and services, and our advertising, promotions and sales events or such other purposes as we deem to be appropriate.

#### **Limitation of Access:**

Subject to these Terms of Use, you have a nonexclusive, nontransferable, limited right to access, use and display the Site and the materials thereon relating to your Kohl's Charge Account.

#### **User Conduct:**

In using the Site, you agree: (1) not to disrupt or interfere with the security of, or otherwise abuse, the Site or any service, system resources, accounts, servers or networks connected to or accessible through the Site or linked websites; (2) not to disrupt or interfere with any other user's enjoyment of the Site or linked sites; (3) not to upload, post or otherwise transmit through or on the Site any viruses or other harmful, disruptive or destructive files; (4) not to use or attempt to use or access the personal account or personal information of another or create or use a false identity on the Site; and (5) not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access. Caching, unauthorized hypertext links to the Site and the framing of any contents available through the Site are prohibited. We reserve the right to disable any unauthorized links or frames.

#### **Account Information and Password Protection:**

Access and use of password protected and/or secure areas of the Site is restricted to authorized users only. To prevent unauthorized access to your account and to prevent unauthorized use of the Site, you agree to protect and keep confidential your account number, user name and password or any other means of accessing your account or this Site to any person not authorized to access your account. If you disclose your account number, user name or password to any person or entity, you assume all risks and losses associated with such disclosure. If you permit any other person or entity to use your account number, user name or password, you are responsible for any transactions and activities authorized from your account. If you believe someone may attempt to use or has used your account without your permission, or that any other unauthorized use of your account number or password or security breach has occurred, you must change your password. It is your obligation to immediately notify us by calling 1-800-564-5740 during normal customer service hours if you believe unauthorized access or use has occurred. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

You should not send any confidential or proprietary information to us via the Site, except in connection with customer service and to perform those functions permitted by the Site. Except as provided in our Privacy Policy, any information or materials that you or individuals acting on your behalf provide to us, will not be considered confidential or proprietary. You warrant that you will not provide any information or materials that are defamatory, threatening, obscene, harassing or otherwise unlawful, or that incorporates the proprietary information of another.

#### **Changes:**

We may amend or change these Terms of Use from time to time, in our sole discretion, by posting the updated terms on this Site and such changes shall be effective when notice of such changes are posted on the Site. Please access and review these Terms of Use regularly. These Terms of Use apply exclusively to your access and use of the Site and do not alter the terms or conditions of any other agreement between us.

We may terminate, change, suspend or discontinue any aspect of this Site, including its contents or the availability of any features of the Site at any time. We may also impose limits on certain features and services, restrict your access to part or the entire Site, or terminate your use of the Site at any time, without notice or liability.

**Copyright and Trademark Notice:**

The images, text, screens and web pages appearing on this Site are owned by us, as indicated and are protected by copyright laws. You agree not to copy, display, distribute, download, license, sublicense, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and material on this Site, except as provided in these Terms of Use, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on this Site are the trademarks, service marks or logos of Kohl's Illinois, Inc.

**Privacy Policy:**

Except as required by law and in accordance with our privacy policy, we will maintain the confidentiality of all communications we receive from you which contains personal information and which is transmitted directly to us. Please see the Site for full detail.

**Compliance:**

In addition to these Terms of Use, you agree to comply with the Card Member Agreement that you received when you opened your Kohl's charge account and as posted on the Site and with all applicable state and federal laws and regulations. In the event of a conflict between the terms contained in these Terms of Use and the Card Member Agreement, the terms of the Card Member Agreement will control.

**Risk of Loss:**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

**No Warranties:**

WE DO NOT MAKE ANY WARRANTY THAT YOUR USE OF THIS SITE OR THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES THAT MAY BE SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSSES FROM DELAYS, NONDELIVERIES OF CONTENT OR ANY COMMUNICATIONS, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES OR MISCOMMUNICATIONS, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS CAUSED BY OUR NEGLIGENCE, OR YOUR OWN ERRORS AND/OR OMISSIONS. THE SITE AND THE INFORMATION ON IT, AND ANY SOFTWARE MADE AVAILABLE ON THE SITE, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**Limitation of Liability:**

IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM), LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE SITE, OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

**Choice of Law/Successors:**

These Terms of Use shall be governed by the laws of the State of Wisconsin and the federal laws of the United States, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. For all disputes arising from or related to this Site, you agree to submit to the personal jurisdiction of the state and federal courts located in Wisconsin.

This Agreement constitutes the entire agreement between you and us with respect to the terms of usage of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any portion of this agreement or portion thereof to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

The charge account accessed via the Site shall be governed by the law applicable to the Card Member Agreement.

**Limitation of Access:**

We may terminate, suspend or limit your access privileges to the Site, in whole or in part, in our sole discretion, at any time and without prior notice.

**Availability:**

This Site is not intended for distribution to, or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.