# LEGAL NOTICES

## TERMS & CONDITIONS — Site Use and In-Store Purchases (Updated as of November 3, 2020)

**THESE TERMS INCLUDE A MANDATORY ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER. DETAILS ARE SET FORTH BELOW.**  
  
**PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

These Terms & Conditions — Site Use and In-Store Purchases (“Terms of Use”) govern your purchases in Kohl’s retail stores (“Store(s)”) regardless of purchase method and your use of this website, including Kohls.com, its related subdomains and microsites, Kohl’s mobile applications and Kohls.com accessed through Kohl’s kiosks and/or mobile devices (collectively, the “Site”). Our Stores and this Site are operated by Kohl’s, Inc., a wholly owned subsidiary of Kohl’s Corporation, as a service to our customers on behalf of all Kohl’s Corporation affiliates. PLEASE BE ADVISED THAT BY SHOPPING IN OUR STORES AND USING THIS SITE IN ANY MANNER, WHETHER BY BROWSING, PARTICIPATING IN AN ONLINE ACTIVITY OR PROMOTION OR MAKING A PURCHASE, CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS OF USE, AS WELL AS KOHL’S PRIVACY POLICY. Any interaction you have with the Site through the use of browsers, applications, programs or other tools, whether installed by you or a third party, shall be deemed to be your use of this Site. Kohl’s reserves the right to update or modify these Terms of Use at any time, without prior notice. By using this Site following any such change, you agree to follow and be bound by the Terms of Use as modified. As such, Kohl’s recommends you review these Terms each time you visit the Site. For purposes of these Terms of Use, unless otherwise specified herein, “Kohl’s,” “our,” “we” or “us” refers to Kohl’s, Inc.

IF, AT ANY TIME, YOU DO NOT AGREE TO OR CANNOT COMPLY WITH ANY OF THESE TERMS OF USE, YOU SHOULD NOT, AND ARE NOT ALLOWED TO, ACCESS OR USE THIS SITE OR MAKE PURCHASES IN OUR STORES, AS APPLICABLE. KOHL’S OFFERS THE SITE AND SERVICES TO YOU CONDITIONED UPON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THESE TERMS OF USE. YOUR USE OF THE SITE AND YOUR SHOPPING IN OUR STORES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON YOUR REMEDIES. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN YOU AND KOHL’S. In the event of a violation of these Terms of Use, Kohl’s reserves the right to seek all remedies available by law and in equity.

### **USE OF THIS SITE**

All materials you see and hear on this Site — including, for example, all of the page headers, images, text, illustrations, formats, logos, designs, icons, photographs, programs, and video or audio clips (individually or collectively, the “Content(s)”)— are intended solely for your personal, non-exclusive and non-commercial use. You may access, view, download, print or copy the Contents displayed on the Site for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark or other proprietary designations contained on all Contents; (2) do not modify or alter the Contents in any way; and (3) do not provide or make available the Contents to any third party. No right, title or interest in any accessed, viewed, downloaded, printed or copied Content is transferred to you as a result of your use of this Site. Kohl’s KIN, Inc. owns and reserves all right, title and interest in and to the intellectual property rights in any Content you may access on this Site. Except as noted above, you may not copy, download, reproduce, publish, transmit, distribute, display, modify, create derivative works from, or otherwise exploit in any way the Contents or this Site without first obtaining written permission from Kohl’s.

Kohl’s may terminate, change, suspend or discontinue any aspect of this Site, including the availability of any features of the Site, at any time and without notice. Kohl’s also reserves the right to block or deny access to the Site to anyone at any time for any reason.

By your use of this Site, you represent and warrant that you are at least eighteen (18) years of age. If you are not at least eighteen (18) years of age, then do not use this Site without the consent of your parent or legal guardian; provided, however, that if you are under thirteen (13) years of age, then you may not use this Site under any circumstances.

**Filtering.** Pursuant to 47 U.S.C. Section 230(d) as amended, 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 we do not endorse any of the products or services listed at such site.

To the fullest extent permissible by applicable law, you agree to indemnify and hold Kohl’s and its affiliates, licensors, directors, officers, members, managers, employees, agents, and representatives, harmless from and against any damages or losses of any nature whatsoever (including attorneys’ fees and court costs) arising from any claim, cause of action, suit or demand of any third party due to, arising out of or related to (a) your access to the Site, (b) your use of the Site, (c) any User Content submitted by you, or (d) your breach of these Terms of Use.

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### **COMPLIANCE WITH ALL LAWS & SITE SECURITY**

You agree to use this Site only for lawful purposes. You are expressly prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following: (a) accessing data not intended for you or logging onto a server or an account for which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, flooding, spamming, mail-bombing, or crashing; or (d) sending or relaying unsolicited email, including promotions and/or advertising of products or services. You further agree not to misrepresent your identity while making purchases in our Store or using the Site or interfere or attempt to interfere with the proper working of this Site.

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### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IF YOU DISAGREE WITH THESE TERMS OF USE, AS MAY BE AMENDED FROM TIME TO TIME, YOUR SOLE AND EXCLUSIVE REMEDY IS TO (A) DISCONTINUE USING THE SITE AND STOP SHOPPING IN OUR STORES, (B) NOT MAKE A PURCHASE AND/OR (C) RETURN ANY ELIGIBLE PURCHASE WITHIN SIXTY (60) DAYS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND/OR YOUR PURCHASE IN OUR STORE OR ON THIS SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER KOHL’S, KOHL’S CORPORATION, KOHL’S KIN, INC. NOR THEIR AFFILIATES (REFERRED TO COLLECTIVELY HEREIN AS “THE KOHL’S COMPANIES”), NOR ANY OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR SITE SERVICE PROVIDERS WILL BE LIABLE TO ANY PARTY FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR SOLICITATIONS, ADVERTISING PURCHASES IN OUR STORE OR THIS SITE, OR FOR USE OF THIS SITE OR ANY OTHER HYPERLINKED WEBSITES INCLUDING, WITHOUT LIMITATION, DAMAGES, LOSSES, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT, BUSINESS INTERRUPTIONS, LOSS OF DATA OR DAMAGES RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE OR RELIANCE ON THE INFORMATION PRESENT. THIS LIMITATION OF LIABILITY APPLIES WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE, STATUTE OR TORT, EVEN IF THE KOHL’S COMPANIES OR SITE SERVICE PROVIDERS ARE EXPRESSLY ADVISED ABOUT, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU SHALL DEFEND, INDEMNIFY AND HOLD THE KOHL’S COMPANIES AND SITE SERVICE PROVIDERS HARMLESS AGAINST ANY SUCH DAMAGES OR LOSSES. FOR PURPOSES HEREOF, “SITE SERVICE PROVIDERS” SHALL MEAN THIRD-PARTY SERVICE PROVIDERS THAT PROVIDE SITE SERVICES TO THE KOHL’S COMPANIES THAT CONTRIBUTE TO THE FUNCTIONALITY OF THE SITE.

THE LIMITATIONS OF LIABILITY ABOVE ARE BINDING IN THE STATE OF NEW JERSEY. HOWEVER, IN SOME OTHER JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, THE FOREGOING LIMITATIONS ON LIABILITY MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IF ANY PART OF THIS LIMITATION OF LIABILITY IS DETERMINED TO BE UNENFORCEABLE OR INVALID FOR ANY REASON, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE KOHL’S COMPANIES AND SITE SERVICE PROVIDERS UNDER SUCH CIRCUMSTANCES FOR DISPUTE(S) THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN THOUSAND DOLLARS ($10,000).

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### **DISCLAIMER OF WARRANTY**

KOHL’S PROVIDES ACCESS TO ITS STORES AND THIS SITE TO KOHL’S CUSTOMERS AND PROSPECTIVE CUSTOMERS “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT ON ALL USES/PURCHASES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, KOHL’S DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE AND/OR GIFT CARD(S) UTILIZED TO PURCHASE MERCHANDISE OFFERED. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE MERCHANDISE. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, KOHL’S DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION IN STORE OR ON THIS SITE IS ACCURATE, COMPLETE, OR CURRENT OR THAT THE SITE WILL OPERATE WITHOUT INTERRUPTION, WITHOUT ERROR OR WITHOUT DEFECTS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, KOHL’S FURTHER DISCLAIMS ANY LIABILITY, RESPONSIBILITY OR DAMAGE AS TO THE ACCURACY OR COMPLETENESS OF EACH MERCHANDISE ITEM INCLUDING, WITHOUT LIMITATION, PRICING, QUANTITY AND SIZES. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, KOHL’S FURTHER DISCLAIMS ANY LIABILITY, RESPONSIBILITY OR DAMAGE FOR ANY THEFT OR LOSS OF, UNAUTHORIZED ACCESS OR DAMAGE TO, OR INTERCEPTION OF ANY DATA OR COMMUNICATIONS SENT TO, FROM OR STORED ON THIS SITE.

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### **JURISDICTION; RISK OF LOSS; CHOICE OF LAW**

Kohl’s controls this Site and its Stores from its corporate offices within the State of Wisconsin. THE USE OF THIS SITE SHALL BE LIMITED TO THE BOUNDARIES OF THE CONTINENTAL UNITED STATES, HAWAII, ALASKA AND APO/FPO MILITARY ADDRESSES. The risk of loss and title to items passes to the purchaser upon delivery.

Kohl’s does not imply that the materials published on this Site are appropriate for use outside of the United States. Notwithstanding the foregoing, if you access this Site from outside of the United States, you do so on your own initiative and you are responsible for compliance with all applicable domestic and local laws, regulations or equivalents thereof.

THESE TERMS OF USE, AS WELL AS ANY SOLICITATIONS, ADVERTISING, PURCHASES AND/OR RETURNS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS.

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### **MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS (“ARBITRATION AGREEMENT”)**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR FINAL BINDING ARBITRATION AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION (hereinafter “Class Action”).**

Most customer concerns can be resolved by calling Customer Service at 855-564-5105. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how any Claims (as defined below) are resolved through arbitration.

In this Arbitration Agreement, the term “Kohl’s” includes Kohl’s Inc., its parent Kohl’s Corporation, as well as any of their respective affiliates or subsidiaries, and any persons or entities (including agents or employees) related to Kohl’s or its affiliates or subsidiaries.

**YOU AND KOHL’S AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION ANY PURCHASES, RETURNS OR OTHER TRANSACTIONS THAT YOU ENGAGE IN WITH KOHL’S IN-STORE, ONLINE, OR THROUGH THE MOBILE APPLICATION (SUBJECT TO THE LIMITED EXCEPTIONS SET FORTH BELOW), SHALL BE RESOLVED ONLY BY: (a) FINAL AND BINDING, BILATERAL ARBITRATION, subject to the exceptions below; or (b) IN A SMALL CLAIMS COURT.**

You and Kohl’s agree that these Terms of Use affect interstate commerce and the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this Arbitration Agreement and govern all questions as to whether a dispute is subject to arbitration.

**ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU ARE GIVING UP THE RIGHT TO HAVE A JURY TRIAL, OR FILE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY.**

1. **This Arbitration Agreement Applies to all “Disputes.”** For purposes of this Arbitration Agreement, “Disputes” shall include, but are not limited to, any claims or controversies between you and Kohl’s that are related in any way to these Terms of Use, including but not limited to your use of this website, sales, returns, refunds, cancellations, defects, policies, privacy, advertising, and/or any communications between you and Kohl’s, whether occurring on this website, in the mobile application, or in-store, even if the Dispute arises after the termination of your relationship with Kohl’s. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; (b) Kohl’s brings against you; (c) in any way relate to or arise out of any aspect of the relationship between you and Kohl’s, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (d) arose before these Terms of Use or out of a prior agreement with Kohl’s; (e) are subject to ongoing litigation where you are not a party or a class member; and/or (f) arise after the termination of these Terms of Use. Disputes, however, do not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property, which shall not be subject to arbitration or the notice and good faith negotiation requirement described below. All Disputes are subject to this Arbitration Agreement, no matter what legal theory on which they are based and irrespective of the remedy sought, including any type of injunctive, declaratory, or other equitable relief. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. These Terms of Use and this Arbitration Agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency.
2. **Arbitration Rules; Procedures; Fees.** If either of us intends to seek arbitration, the party seeking arbitration must first notify the other party of the Dispute in writing at least 30 days in advance of initiating the arbitration. Notice to Kohl’s should be sent to Kohl’s, Legal Department, N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53051. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve our dispute within 30 days, either party may then proceed to initiate an arbitration.
3. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Kohl’s Registered Agent/Legal Department, located at: Kohl’s Legal Department, N56 W17000 Ridgewood Drive, Menomonee Falls, WI 53051 or we must send a written notice to you at the most current address we have on file for you. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Consumer Arbitration Rules as applicable. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Kohl’s will reimburse all such filing, administration and arbitrator fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Kohl’s will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.
4. **Waiver of Class Action or Consolidated Claims.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Kohl’s is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (h) below.
5. **Small Claims Court.** Either you or Kohl’s may assert claims, if they qualify, in small claims court in Waukesha County, Wisconsin, or any United States county where you live or work.
6. **Waiver of Jury Trial.** YOU AND Kohl’s WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Kohl’s are instead choosing to have all Disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Kohl’s over whether to vacate or enforce an arbitration award, YOU AND Kohl’s WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.
7. **Opt-out.** You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Kohl’s, Legal Department, N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53051, postmarked within sixty (60) days of first accepting these Terms of Use. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms of Use Arbitration Agreement.
8. **Exclusive Venue.** If you send the opt-out notice in (g), and/or in any circumstances where the foregoing arbitration agreement permits either you or Kohl’s to litigate any dispute arising out of or relating to the subject matter of these Terms of Use in court, then the foregoing arbitration agreement will not apply to either party, and both you and Kohl’s agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Waukesha County, Wisconsin, or the federal district in which that county falls. In any such court proceeding, YOU AND Kohl’s WAIVE ALL RIGHTS TO A JURY TRIAL.
9. **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If, however, any court or arbitrator determines that the class action waiver set forth above is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then this Arbitration Agreement shall be deemed null and void in its entirety. This Arbitration Agreement will survive the termination of your relationship with Kohl’s.

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### **PRICING & PRODUCT INFORMATION**

While Kohl’s strives to provide accurate product and pricing information, unintentional pricing or typographical errors may occur. Kohl’s reserves the right to correct any errors, inaccuracies or omissions and to change or update information (including, without limitation, information related to text, pricing, availability and product descriptions) at any time without notice (including after you submitted your order and confirmation was received). In the event that an item is listed at an incorrect price, with incorrect information, or discounted in error, Kohl’s shall have the right, in its sole discretion and to the fullest extent permissible by applicable law, to refuse or cancel any purchased orders placed for that item. If your credit card has been charged for any order subsequently cancelled, Kohl’s will issue a credit to your credit card as your sole and exclusive remedy if permissible under applicable law. We apologize for any inconvenience this may cause you.

Kohl’s works hard to provide low prices on this Site as well as in Stores. However, merchandise and promotional offers available online at Kohls.com may vary from those offered in Store. Prices and availability are subject to change without notice. “Sale” prices and percentage savings offered by Kohl’s are discounts from Kohl’s “Regular” or “Original” prices. The “Regular” or “Original” price of an item is the former or future offered price for the item or a comparable item by Kohl’s or another retailer. Actual sales may not have been made at the “Regular” or “Original” prices, and intermediate markdowns may have been taken. “Original” prices may not have been in effect during the past 90 days or in all trade areas. Merchandise on this Site could be offered at the same or lower “Sale” prices during future promotional events beginning on or after the last day of this advertised event. Clearance merchandise, Kohl’s Cares® Cause merchandise or other charitable items are excluded from “Entire Stock” promotions in this Site. In some events, actual savings may exceed the percent savings shown.

You agree that you are responsible for all charges incurred in connection with any purchase on our Site or our Stores, including, without limitation, all taxes, shipping, handling and processing charges or other fees.

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### **COLORS**

Kohl’s attempts to display the colors of our merchandise shown on this Site as accurately as possible. However, because a monitor’s display may vary the colors shown, we cannot guarantee that your monitor will accurately depict the actual color of the merchandise.

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### **QUANTITY LIMITS**

Kohl’s offers merchandise to consumers through this Site and its Stores. Kohl’s is a retailer, not a wholesaler, and Kohl’s does not sell to individuals or dealers for the purpose of resale to others. Kohl’s reserves the right, in its sole discretion, to reject an order or otherwise limit the quantity of items purchased per person, per household or per order in our Stores or at Kohls.com. These restrictions may be applied at Kohl’s discretion, including, without limitation, to purchases/orders placed by the same person, the same Kohls.com account, the same credit card and/or orders that use the same billing or shipping address.

If you are interested in purchasing multiple quantities of items for a corporation or institution, please contact us by email at [customer.service@kohls.com](mailto:customer.service@kohls.com).

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### **USER REVIEWS, COMMENTS & SUBMISSIONS**

Kohl’s welcomes your feedback regarding this Site, as well as your reviews, comments, photos, videos, audio and other content that you submit through or to the Site (“User Content”), as long as the User Content is appropriate for a family audience and otherwise complies with these Terms of Use, as well as other Kohl’s guidelines specific to the activity or forum, as applicable. By posting or submitting your User Content to our Site, you expressly agree NOT to submit User Content which: (i) is harmful, threatening, abusive, harassing, tortious, deceptive, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful or otherwise objectionable; (ii) violates any law, regulation or right of any third party, including without limitation, copyright, trademark, patent, privacy or publicity rights or any other proprietary rights; and/or (iii) contains malware, commercial solicitations, political campaigning, mass mailings or “spam” of any kind.

You acknowledge and agree that Kohl’s has the right (but not the obligation) to do any or all of the following at any time: (a) monitor User Content; (b) remove or refuse to post any User Content; and/or (c) disclose User Content to any third party, and the circumstances surrounding submission.

You alone, and not Kohl’s, are responsible for ensuring you have the rights to grant the license described in these Terms of Use and for Kohl’s to post the User Content, including, but not limited to, any copyright rights to images or other content, and the right to publish the images of people, landscapes and/or other creative works within the User Content. When you post or submit User Content, you grant to Kohl’s a non-exclusive, fully paid-up, perpetual, worldwide, irrevocable, royalty-free, transferable and sub-licensable right and license to use, display, disclose, perform, reproduce, transmit, copy, modify, delete, adapt, publish, translate, creative derivative works from, sell and distribute such User Content and to incorporate the User Content into any form, product, marketing, medium or technology, now known or hereafter developed, throughout the world, all without compensation to you. Accordingly, do not send, post or submit any User Content that you do not wish to license to Kohl’s, including any confidential information or any original creative materials, such as product ideas or original artwork. To the extent you submit your name, username, nickname or other personal identifier along with your User Content, you grant to Kohl’s the right (but not the obligation) to use such identifier, or portion thereof, with such User Content. To the fullest extent permissible by applicable law, you agree to indemnify and hold Kohl’s harmless from all claims arising out of your breach of the Terms of Use or in connection with your User Content.

As a visitor to our Site, please be advised that Kohl’s does not endorse or take responsibility for the opinions, advice, information or statements made by third-party visitors to our Site, whether through User Content or otherwise. To the fullest extent permissible by applicable law, Kohl’s shall not be liable, directly or indirectly, to anyone for any damage or losses of any nature arising from or out of User Content. You alone, and not Kohl’s, shall bear sole liability for any such damages or losses arising from User Content submitted by you. If you believe that any User Content violates your copyright, please see our [Digital Millennium Copyright and Takedown Procedure](https://www.kohls.com/feature/legal-notices.jsp#digital) section, below.

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### **MY KOHL’S CHARGE**

If you access the My Kohl’s Charge website ([http://credit.kohls.com](http://credit.kohls.com/)), you should review the terms available on that website, including, without limitation, the Online Account Management Agreement — Terms of Use and the My Kohl’s Charge Online Privacy Policy, both of which are accessible on the My Kohl’s Charge website. In addition to these Terms of Use, your use of the My Kohl’s Charge website is explicitly subject to the terms and conditions of the applicable agreements, policies and any other referenced documentation, such as the Kohl’s Cardmember Agreement.

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### **GIFT MESSAGES**

Kohl’s makes gift messages available from this Site as a courtesy to all our customers. Out of respect and consideration, Kohl’s asks that you do not use any obscene, profane, threatening or otherwise vulgar language in gift messages. Without notice to you, Kohl’s may, but is not obligated to, restrict or remove any and all content from a gift message that Kohl’s determines, in its sole and absolute discretion, violates these guidelines or is otherwise harmful to Kohl’s or any third party.

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### **RATINGS & REVIEWS**

The Site also allows users to engage in discussions surrounding Kohl’s products through its Ratings & Reviews and related features. Please [click here](http://reviews.kohls.com/content/9025/termsandconditions.htm) to review the terms governing those specific features. Ratings & Reviews shall be deemed User Content and shall be subject to the requirements set forth in the [User Reviews, Comments & Submissions](https://www.kohls.com/feature/legal-notices.jsp#reviews) section above.

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2. Identify the material that is accessible on the Site and which is allegedly infringing upon the copyrighted work(s). The copyright owner must provide detailed information reasonably sufficient to enable Kohl’s to locate the item on the Site, such as clear screenshots of the allegedly infringing materials (for identification purposes);
3. Provide information sufficient to permit Kohl’s to contact the copyright owner directly: name, street address, telephone number, and email (if available);
4. Provide information sufficient to permit us to notify the Alleged Infringer, if available (preferably, an email address);
5. Include the following statement: “I 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”
6. Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed”
7. Be signed by a person authorized to act on behalf of the copyright owner; and
8. Be sent to our DMCA designated agent at the following address:

Kohl’s Designated Agent  
N56 W17000 Ridgewood Drive  
Menomonee Falls, WI 53051  
Fax: (262) 703-7274  
Email: DMCA@Kohls.com

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### **CONTACT INFORMATION**

The Kohl’s Corporate Headquarters are located at:  
N56 W17000 Ridgewood Drive  
Menomonee Falls, Wisconsin 53051

If you have any questions concerning the legal notices stated above, we encourage you to contact the Kohl’s Legal Department at this address. All rights reserved.

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