Terms and Conditions of the Boscov’s Sites

Last Updated: Version 19.6, June 11, 2019

These Terms and Conditions are a legally binding contract between you and Boscov’s, Inc. and its subsidiaries, Boscov’s Department Store, LLC and Boscov’s Investment Company, Inc. (collectively, “Boscov’s”, “we,” or “us”).

You agree to these Terms and Conditions by visiting the websites, applications, or services that link to these Terms and Conditions (a “Boscov’s Site” or the “Boscov’s Sites”), including:

- Boscovs.com;
- m.boscovs.com;
- boscovalacartecatering.com;
- boscovsoptical.com; and
- Boscov’s social media pages.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR USE OF THE BOSCOV’S SITES IN ANY MANNER AFTER THESE TERMS AND CONDITIONS HAVE BEEN MADE AVAILABLE FOR YOUR REVIEW CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS, WHICH INCLUDE THE BOSCOV’S PRIVACY POLICY [LINK] (TOGETHER, THE “TERMS”).

These Terms provide that all disputes between you and Boscov’s with respect to your use of the Boscov’s Sites will be resolved by BINDING ARBITRATION, to the fullest extent permitted under applicable law. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court, to the fullest extent permitted under applicable law. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action, to the fullest extent permitted under applicable law. Please review the Dispute Resolution and Arbitration section below for the details regarding your agreement to arbitrate any dispute with Boscov’s.

These Terms also include LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, GOVERNING LAW AND VENUE and other provisions that may limit your rights.

MODIFICATION OF THESE TERMS

We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified Terms by email to the address you provided in your user profile and/or in a notification in the Boscov’s Sites. Material modifications will be effective upon your acceptance of such modified Terms or upon your continued use of the Boscov’s Sites after we send or post our notification of the changes, whichever is earlier. Other modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

THIRD-PARTY SERVICES AND LINKED WEBSITES
The Boscov’s Sites may contain names, products, marks, and services of third parties and links and interactive functionality to third parties’ websites. Websites and services provided by third parties are not under our control, and we are not responsible for any third party services.

YOUR OBLIGATIONS

By using the Boscov’s Sites and accepting these Terms, you certify that you are 18 years of age or older.

**Lawful Use of the Boscov’s Sites.** You agree to use the Boscov’s Sites only for lawful purposes. You are expressly prohibited from violating or attempting to violate the security of the Boscov’s Sites, including, without limitation,

(a) accessing data not intended for you or logging onto a server or an account 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 Boscov’s Sites, overloading, "flooding," "spamming," "mailbombing," or "crashing;"
(d) sending or relaying unsolicited e-mail, including promotions and/or advertising of products or services; or
(e) misrepresenting your identity while using the Boscov’s Sites or interfering or attempting to interfere with the proper working of the Boscov’s Sites.

Violations of system or network security may result in civil or criminal liability.

**Accuracy of Information You Provide.** You represent and warrant that any information that you provide in connection with your use of the Boscov’s Sites is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information you provide is false, inaccurate, out of date, or incomplete, we may terminate your use of the Boscov’s Sites.

**Consent to Electronic Communication.** By using the Boscov’s Sites, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. By providing your mobile number to us, you consent to receiving text messages at that number for account verification, notifications, and other purposes related to the Boscov’s Sites. Your carrier may charge standard messaging, data, and other fees, and you are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of text messages, as that is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy.
Consent to Communications and Monitoring/Recording of Voice Calls and Text Messages Made Through the Service. By providing us with your contact information and using the Boscov’s Sites, you agree to receive communications, including via e-mail and phone calls (including text messages and calls made using an autodialer or prerecorded voice message), and push notifications from or on behalf of Boscov’s at the email address or telephone number you provided even if that number is on a National or State Do Not Call List. These calls and messages may be for informational purposes, such as to provide you with the information or consultation you requested. Standard text messaging and telephone minute charges applied by your cell phone carrier will apply.

Boscov’s and its services providers on its behalf may, without further notice or warning and in our discretion, monitor and/or record video and voice calls and text message-based communications for our business purposes, such as quality assurance and training purposes and to protect our rights and the rights of others, and you hereby consent to such monitoring and recording.

IF YOU WISH TO OPT OUT OF MARKETING EMAILS FROM US, YOU CAN UNSUBSCRIBE BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE MARKETING EMAIL ITSELF. IF YOU WISH TO OPT OUT OF SMS and MMS TEXTS FROM US, YOU MAY REPLY “STOP” FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. You understand and agree that you may continue to receive communications while Boscov’s processes your opt-out request, and you may also receive a communication confirming the receipt of your opt-out request.

Notifications and Alerts. Under some circumstances, Boscov’s may present you with notifications, prompts with links to additional information, or suggested actions based on Boscov’s analysis of your communications and other information you have provided to Boscov’s. Boscov’s makes no representations or warranties about the accuracy, reliability, completeness, or timeliness of any push notifications. You accept that any reliance on these notifications will be at your own risk, and Boscov’s disclaims all liability arising from your use of them or reliance upon them. You agree that Boscov’s may send notifications to your mobile device for Boscov’s Site-related or marketing purposes, if they are enabled, provided that we do so in accordance with the Boscov’s Privacy Policy [link]. You may turn off push notifications through your application settings.

Acceptance of Privacy and Return Policies. You represent and warrant that you have read and agree to Boscov’s Privacy Policy [link] and order Return/Cancelation Policy [link].

Acceptance of Applicable Law. You acknowledge that any purchased goods licensed or sold on the Boscov’s Sites, which may include technology and software, and all software, including all HTML code and controls that are contained on the Boscov’s Sites, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. THE COPYING OR REPRODUCTION OF SUCH SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. By purchasing, downloading or using technology or software from the Boscov’s Sites, you agree to abide by the applicable laws, rules and regulations including, but not limited to, the Export Administration Act and the Arms Export Control Act, and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law.

Boscov’s Right to Restrict or Remove Inappropriate Content. You agree not use any obscene, profane, threatening or otherwise vulgar language in gift messages, product reviews or any other site-
related communication. Without notice to you, Boscov's may, but is not obligated to, restrict or remove any and all content from a gift message, product review or other site-related communication that Boscov's determines, in its sole discretion and best judgement, violates these guidelines or is otherwise harmful to Boscov's or any third party.

**Export.** You may not use the Boscov’s Sites if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Boscov’s Sites. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.

**Subcontractors.** You hereby consent to Boscov’s engagement of third parties (including Boscov’s affiliates) to perform, provide, or support the performance or provision of, all or any portion of the materials, products, or services on the Boscov’s Sites.

**ACCOUNT TERMINATION**

Boscov’s reserves the right, without notice and in its sole discretion, to terminate your account or your use of the Boscov’s Sites, and to block or prevent future access to and use of the Boscov’s Sites if you violate any of these Terms. Upon any such termination, your right to use the Boscov’s Sites will immediately cease. You agree that any termination of your access to or use of the Boscov’s Sites may be effected without prior notice, and that we may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files, with the exception of any information to which you have an express right under contract or law. You agree that we shall not be liable to you or any third party for any termination of your access to the Boscov’s Sites or to any such information or files, and we shall not be required to make such information or files available to you after any such termination.

If your account is terminated, all provisions of these Terms which are by their nature intended to survive termination, including all representations and warranties, limitation of liabilities, and all indemnities, shall survive such termination.

**BOSCOV’S SITES CONTENT AND ORDERS**

**Product Pricing.** While Boscov’s strives to provide accurate pricing information, pricing or typographical errors may occur. Boscov’s cannot confirm the price of an item until after you order. In the event that an item is listed at an incorrect price due to an error in pricing, Boscov’s reserves the right, at Boscov’s sole discretion, to revoke any stated offer, or to refuse or cancel any orders placed for that item. In the event that an item is mispriced, Boscov’s may, at Boscov’s sole discretion, either contact you for further instructions or cancel your order and notify you of such cancellation. If your credit card has already been charged for the purchase and your order is cancelled, Boscov’s will issue a credit to the credit card account originally charged in the amount of the charge including applicable taxes and shipping fees, if any. Individual bank policies will dictate when this amount is credited to your account. All sales made through the Boscov’s Sites are subject to Boscov’s Return/Cancelation Policy.

**Price Matching.** We do our best to provide you with great values on the Boscov’s Sites as well as in our physical Boscov’s store locations (“Store” or “Stores”). However, sometimes a price online does not match the price in a Store. Boscov’s does not guarantee price matching between the Boscov’s Sites and our Stores.
Product Images. The Boscov’s Sites attempt to display product images as accurately as possible. However, we cannot guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using. The Boscov’s Sites attempts to describe the products as accurately as possible. However, we cannot guarantee that the description is complete or error free.

Boscov’s Right to Limit Order Quantity. Boscov’s offers merchandise to consumers through the Boscov’s Sites and Stores. Boscov’s is a retailer, not a wholesaler, and does not sell to individuals or dealers for the purpose of resale to others. Boscov’s reserves the right, in its sole discretion, to limit the quantity of items purchased per person, per household or per order. These restrictions may be applied, at Boscov's discretion, to orders placed by the same user account, the same credit card and/or orders that use the same billing or shipping address.

Boscov’s Right to Cancel Orders. Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped (except for special orders and orders paid for with a Gift Card or eGift Card which are charged at the time you place your order). Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verification or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order.

If all or part of your order is canceled after your credit, debit or gift card has been charged, we will issue a credit to the credit, debit or gift card originally used to make the purchase in the amount of the cancellation. If you use a Boscov’s Gift Card (or e-Gift Card) to make a purchase which is subsequently cancelled in whole or part and the original Gift Card (or e-Gift Card) cannot be credited, a new Gift Card (or e-Gift Card) will be issued and credited for the amount of the cancellation.

Use of Boscov’s Site Content. You may only download content displayed on the Boscov’s Sites for non-commercial, personal use provided you also retain all copyright, trademark and other proprietary notices contained in the material, do not modify or alter the material and do not copy or post the material on any network computer or broadcast the material in any media. It is strictly prohibited to modify, transmit, distribute, reuse, repost, or use the content of the Boscov’s Sites including the text, images, audio and/or video for public or commercial purposes without prior written permission from an authorized representative of Boscov’s. It is strictly prohibited to download the images of the products for sale within the Boscov’s Sites.

ESRB and MPAA Rated Content. Boscov’s participates in the video and computer game industry's standardized rating system developed by the Entertainment Software Rating Board (ESRB), and also the Motion Picture Association of America (MPAA) ratings system. ESRB ratings are placed on game packaging and MPAA ratings are placed on movie and television show packaging to let you know the nature of the content and the ages for which the game or movie is appropriate. You can find this information on the item description page for the game or movie, and you can also learn more by going to the ESRB Ratings Guide or the Guide to Movie & TV Ratings posted on the Boscov’s Sites. Boscov’s does not sell games rated "AO: Adult Only" or movies rated NC-17. Games rated "M:
Mature” and movies rated R are intended for mature audiences only and are noted as such on the Boscov’s Sites. By ordering any "M: Mature" rated game or certain "RP: Rating Pending" games, or an R rated movie or certain "NR: Not Rated" movies, you are certifying that you are at least 17 years of age.

**Orders Placed on the Boscov’s Sites.** By placing an order, you represent that the products ordered will be used only in a lawful manner. For example, all DVDs and similar products sold are for private, non–public, home use (where no admission fee is charged) and may not be duplicated.

Boscov’s reserves the right, with or without prior notice: to discontinue any product or service; to impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all transaction(s); and/or to refuse to provide any user with any product or service.

**Order Payment.** You agree to pay all charges that may be incurred by you or on your behalf through the Boscov’s Sites, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

You may pay for your orders with Boscov’s Credit and Gift Cards (including electronic gift cards) or major credit cards issued in the United States of America. Currently, we accept Visa®, MasterCard®, American Express® and Discover® Cards.

In accordance with payment card association rules, your credit and debit cards are generally not charged until we either ship the item(s) to you or confirm in-store availability (at which time you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges). However, we may pre-authorize your order amount with your credit or debit card issuer at the time you place the order, which may have an effect on your available credit line. If you order a special order item, you will be charged immediately. Boscov’s Gift Cards (and e-Gift Cards) are debited immediately when you place your order.

**Risk of Loss.** The risk of loss and title to items pass to you upon Boscov’s delivery to carrier. Boscov’s may assist you in placing an insurance claim with the carrier if your order has been insured.

**NOTICES**

**Boscov’s Trademarks.** "Boscov’s" ® and the stylized “B”™, as well as related product and service names, design marks and slogans, are registered trademarks of Boscov’s Investment Company, Inc. Unless otherwise noted, all content, format and imagery of the Boscov’s Sites are copyrights, trademarks, service marks, trade names or other protected intellectual property owned, controlled or licensed by Boscov’s, one of its affiliates, or by third parties who have licensed their materials to Boscov’s and are protected by U.S. and international copyright laws and treaty provisions.

**Unauthorized Duplication of Boscov’s Trademarks.** Unauthorized duplication is a violation of law. No rights in any trademark, service mark or trade name are granted to you in connection with your use of the Boscov’s Sites. Without limiting the foregoing, please be advised that Boscov's has a no-tolerance policy regarding the use of our trademarks or names in metatags and/or hidden text. Specifically, the use of our trademarks or names in metatag keywords is trademark infringement, and
the use of trademarks or names in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition.

**Reservation of Rights.** Boscov’s and its suppliers and licensors expressly reserve all intellectual property rights in all content, format, imagery, text, programs, products, processes, technology, and other materials that appear on the Boscov’s Sites. Access to the Boscov’s Sites does not confer and shall not be considered as conferring upon anyone any license under any of Boscov’s or any third party's intellectual property rights. All rights reserved. Further, the content, format, and imagery of the Boscov’s Sites are copyrighted under United States law and protected by worldwide copyright laws and treaty provisions. Unauthorized duplication is a violation of law.

**Confidential and Proprietary Communications.** Do not send Boscov’s confidential, proprietary or trade secret information through the Boscov’s Sites (excluding information related to any order you submit).

**DMCA NOTICE**

**General.** If you believe that any content posted on the Boscov’s Sites does not conform to these Terms, please notify us at PrivacyManager@Boscovs.com.

**DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act (the “DMCA”) applicable to our operations (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Boscov’s Sites, you may contact our designated agent at the following address:

DMCA Designated Agent Boscov’s Department Store, LLC
4500 Perkiomen Ave.
Reading, Pennsylvania 19606
Fax: 610-929-7353
Email: DMCA@Boscovs.com

Please note that under applicable law, if you knowingly give false, misleading or inaccurate information that User Content is infringing, you may be subject to civil or criminal penalty. Any notice under the Digital Millennium Copyright Act (the “DMCA”) alleging that materials hosted by or distributed through the Boscov’s Sites infringe intellectual property rights must include all of the information required by the DMCA for such notices.

**Repeat Infringers.** Boscov’s will take steps to promptly terminate without notice the accounts of users that are determined by Boscov’s to be “Repeat Infringers.” A Repeat Infringer is a user who has been notified of infringing activity or has had content removed from the Boscov’s Sites at least three times.

**FEEDBACK**

If you choose to provide input or suggestions regarding your experience with the Boscov’s Sites (“Feedback”), then you hereby grant Boscov’s an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose, including to improve the Boscov’s Sites and create other products and services.
LIMITATION OF LIABILITY

IN NO EVENT WILL THE BOSCOV’S ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, GOODWILL, REPUTATION, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE BOSCOV’S SITES OR ANY MATERIALS, PRODUCTS, OR CONTENT AVAILABLE ON OR THROUGH THE BOSCOV’S SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY BOSCOV’S ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE BOSCOV’S ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR ANY INABILITY TO USE ANY PORTION OF THE BOSCOV’S SITES, PRODUCTS SOLD THROUGH THE BOSCOV’S SITES, OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO $100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS “LIMITATION OF LIABILITY” SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

DISCLAIMER OF WARRANTIES

THE BOSCOV’S SITES AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE BOSCOV’S SITES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE BOSCOV’S ENTITIES DISCLAIM, AND YOU HEREBY EXPRESSLY WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE BOSCOV’S SITES AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE BOSCOV’S SITES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY AS TO
WHETHER THE COMMUNICATIONS DATA OR OTHER INFORMATION AVAILABLE THROUGH OR TRANSMITTED BY THE BOSCOV’S SITES IS TRUE, COMPLETE OR ACCURATE. THE BOSCOV’S ENTITIES DO NOT WARRANT THAT THE BOSCOV’S SITES OR ANY PORTION OF THE BOSCOV’S SITES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE BOSCOV’S SITES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BOSCOV’S OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE BOSCOV’S SITES WILL CREATE ANY WARRANTY REGARDING ANY OF THE BOSCOV’S ENTITIES OR THE BOSCOV’S SITES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY HARM OR DAMAGE THAT MAY RESULT TO YOU FROM YOUR USE OF OR ACCESS TO THE BOSCOV’S SITES, YOUR DEALING WITH ANY OTHER USER OF THE BOSCOV’S SITES, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE BOSCOV’S SITES. YOU UNDERSTAND AND AGREE THAT YOU USE THE BOSCOV’S SITES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE BOSCOV’S SITES AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE BOSCOV’S SITES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE BOSCOV’S SITES OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

DISPUTE RESOLUTION AND ARBITRATION

YOU AGREE THAT ALL DISPUTES, ACTIONS, AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS AND/OR YOUR USE OF BOSCOV’S SITES OR STORE LOCATIONS (COLLECTIVELY “CLAIMS”) WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, FEDERAL ARBITRATION LAW, AND LAWS OF THE STATE OF PENNSYLVANIA, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. YOU FURTHER AGREE THAT ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THE ARBITRATOR SHALL NOT CONSOLIDATE MORE THAN ONE USER’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, PRIVATE ATTORNEY GENERAL OR CLASS PROCEEDING. YOU ARE GIVING UP THE RIGHT TO LITIGATE ALL CLAIMS IN COURT BEFORE A JUDGE OR JURY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT YOU WILL NOT ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS AGAINST STAGE IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY CLAIMS. YOUR CLAIMS SHALL NOT BE JOINED TO ANY OTHER
ARBITRATION OR DISPUTE INVOLVING ANY OTHER PARTY SUBJECT TO THESE TERMS, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.

LIMITATION OF CLAIMS

To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.

INDEMNIFICATION AND DEFENSE OF BOSCOV’S

To the fullest extent permitted under applicable law, you are responsible for your use of the Boscov’s Sites, and you will defend and indemnify Boscov’s and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Boscov’s Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Boscov’s Sites; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute or issue between you and any third party; and (e) fraud, intentional misconduct, criminal acts, gross negligence, or negligence committed by you. To the fullest extent permitted under applicable law, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

FORCE MAJEURE

To the fullest extent permitted under applicable law, Boscov’s will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, “Force Majeure Event” means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e) telecommunications, network, computer, server or Internet disruption or downtime; (f) unauthorized access to Boscov’s information technology systems by third parties; or (g) other causes beyond the reasonable control of Boscov’s.

GOVERNING LAW AND VENUE

These Terms and your use of the Boscov’s Sites are governed by the laws of the State of Pennsylvania without regard to conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Boscov’s agree to submit to the exclusive jurisdiction of the state courts and federal courts located within Berks County, Pennsylvania for the purpose of litigating any dispute, and you hereby consent to the personal jurisdiction and venue thereof. We operate the Boscov’s Sites from our offices in the United States, and we make no representation that
materials, products, or contents offered on the Boscov’s Sites are appropriate or available for use in other locations.

ENTIRE AGREEMENT

These Terms, including policies incorporated herein, constitute the entire agreement between you and Boscov’s with respect to the Boscov’s Sites. These Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Boscov’s with respect to the Boscov’s Sites. No provision of these Terms shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy, or failure to require the satisfaction of any condition under, these Terms shall operate as a waiver or estoppel of any right, remedy or condition. If any provision of these Terms is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. Nothing in these Terms creates a relationship of agent and principal, partners, joint venturers or employer–employee between the parties, and no act or obligation of either party will in any way bind the other. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may also provide notice of changes to these Terms by displaying such notices or by providing links to such notices. You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

CONSUMER PROTECTION NOTICE

Please note that, if you are a consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence.

New Jersey. If you are a New Jersey consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. Subject to the foregoing, we reserve all rights, defenses, and permissible limitations under the laws of the State of New Jersey and under the laws of your state of residence. Nothing in this section shall modify the above “Dispute Resolution and Arbitration” section.

California. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Boscov’s Sites or to receive further information regarding use of the Boscov’s Sites.

CONTACT INFORMATION

If you have any concerns about Boscov’s or your use of the Boscov’s Sites, please contact us with a detailed description, and we will try to resolve it:

Boscov’s, Inc.
Attn: Chief Compliance Officer