

Loft Influencer Community Terms of Use

Welcome to the LOFT Influencer Community website (the "Site"). LOFT, in its sole discretion and without notice to you, reserves the right to make changes to the Site and to these Terms of Use from time to time. When we make changes, we will post them here. You may wish to check this section from time to time, because by visiting the Site, you agree to accept any such changes.

Confidentiality

Your invitation to participate in LOFT's Online Community is personal and non-transferable. You or anyone in your household or immediate family may not work for LOFT or another fashion retailer, a manufacturer or distributor or fashion apparel, accessories, shoes jewelry or cosmetics, or a market research, advertising or public relations firm. You may not disclose to others any of the information that we disclose to your or any ideas or information that are generated in the community. Your community member name and password are for your use only. You may not disclose your password to any other person.

Copyright and Trademarks

The entire content (images and text) of the Site is copyrighted and may not be reproduced, published, broadcast, posted, modified, transmitted, displayed, distributed, downloaded or otherwise used except as provided herein without the express written permission of LOFT.

All LOFT trademarks, trade names, service marks, service names, product names, and intellectual property, whether or not delineated in large print or with trademark symbols or in any other fashion, are trademarks and/or intellectual property of Annco, Inc. or its affiliates. The use (except as permitted herein) or misuse of the trademarks or any other intellectual property of Annco, Inc. is expressly prohibited and may be in violation of copyright, trademark, slander or libel laws, privacy law and publicity and communications regulations and statutes. Annco, Inc. actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

User Submissions

Any comments, suggestions, reviews, ideas, materials, survey responses and other submissions ("User Submissions") that you send to LOFT are provided on a non-confidential basis. By submitting User Submissions, you are granting LOFT an irrevocable, royalty-free, perpetual, worldwide, and fully sublicenseable license to reproduce, publish, modify, adapt, translate, create derivative works from, and otherwise use in whole or in part your User Submissions for any purpose in any media, whether now known or hereafter invented, for any purpose (including for commercial or promotional purposes). You grant LOFT the right to use your name and likeness in connection with any such use of User Submissions made by you, but we will not be obligated to identify you in connection with any such use. You also agree that we will be free to use any ideas, concepts, know-how or techniques contained in any User Submissions for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing

products which incorporate or otherwise rely upon that information, without notifying or providing any further compensation to you.

You agree that no User Submission made by you to the Site will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights. You further agree that no User Submissions made by you to the Site will be or contain material that is false, misleading, libelous, unlawful, abusive, indecent, or obscene. You agree that you will remain responsible for the content of any User Submissions you make.

We may review, remove, reject, or revise User Submissions at any time, without prior notice, and in our sole discretion. We may remove, reject, or revise content that we believe violates these Terms of Use, is otherwise objectionable, or for any other reason without prior notice.

Privacy

By agreeing to these Terms of Use, you consent to LOFT's collection, use, and disclosure of your personal information consistent with the [Privacy Policy](#).

The Online Community

This online community is not intended to be a Loft customer service channel. If you have any questions or concerns regarding your LOFT account or LOFT purchase please contact Customer Service through our regular channels.

Sweepstakes and Other Promotions

In connection with Your participation in any sweepstakes or promotion, You agree that You release LOFT, any parent company, affiliated companies, and all other businesses involved in any sweepstakes or promotions, as well as the employees, officers, directors and agents of each such company (the "Released Parties"), from all claims and liability relating to their participation, acceptance and use of any prize awarded. The winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in any sweepstakes or promotion or receipt or use of the prize. The Released Parties and their agents have not made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize, including, without limitation, to the prize's quality or fitness for a particular purpose. The Released Parties are not responsible for any typographical or other error in the advertising for any sweepstakes, administration of any sweepstakes or in the announcement of the prize. The Released Parties are not responsible if a sweepstakes or promotion cannot take place or if a prize cannot be awarded due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not within the Released Parties' control (each a "Force Majeure" event or occurrence).

Notices of Claimed Copyright Infringement

We respect the intellectual property rights of others, and require that the people who use the Site do the same. We also maintain a policy that provides for the termination in appropriate circumstances of the use privileges of users who are repeat infringers of intellectual property rights. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Site in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please forward the following information (or any statement in conformance with the DMCA) to our Copyright Agent whose contact information is provided below:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed; and
- A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Copyright Agent:

Attention: Carole Klinger
7 Times Square, 15th Floor
New York, New York 10036
Phone: (212) 541-3300
Fax: (212) 536-4412
Email: copyright@anninc.com

Links to Other Websites

When you access a non-LOFT website, please realize that it is independent of LOFT. Linking to any off-site pages is at your own risk. LOFT makes no warranties or representations about any non-LOFT website and has no responsibility for such websites or their content. In addition, certain third party sites may also provide links to LOFT websites. None of such links should be deemed to imply that LOFT endorses such third party sites or any content therein.

By accessing Loftinfluencer.com, each user also agrees not to use Loftinfluencer.com to post or transmit any offensive, harmful, unlawful, threatening, libelous, defamatory, obscene, abusive, hateful, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate the security of the LOFT websites or would otherwise violate the law. LOFT reserves the right to

take such action as it deems appropriate in cases where LOFT websites are used to disseminate such materials.

No Duty to Monitor

Neither LOFT nor its service providers are responsible for content provided by others. Neither is obligated to pre-screen content posted within the online community. LOFT retains the right to refuse to post, redact or delete any content for any reason. LOFT does not endorse the information posted in the community.

Your Right to Use the Site

You are authorized to use the Site only for personal, non-commercial purposes. You may download or copy the content displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying.

By accessing the Site, you agree not to use the Site in any way that is prohibited by these Terms of Use, including by using the Site in a way that is illegal or could give rise to civil liability or that could violate the security of LOFT websites or otherwise cause injury to LOFT or any other party. LOFT reserves the right to take such action as it deems appropriate in cases where LOFT websites are used to disseminate such materials. For example, and without limitation, you may not:

- engage in unauthorized spidering, “scraping,” or harvesting of content, or use any other unauthorized automated means to compile content or information;
- take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity conducted on the Site or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Site; or
- engage in any other conduct that restricts or inhibits any person from using or enjoying the Site, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

LOFT reserves the right to take such action as it deems appropriate to enforce its rights under these Terms of Use. Violations of system or network security may result in civil or criminal liability. LOFT may investigate and work with law enforcement authorities to prosecute users who violate the Terms of Use.

Indemnity

You agree to defend, indemnify and hold LOFT, its directors, officers, employees, agents, and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees if any materials you post on or through the Site result in a third party claim that any information or material you provide infringes a third party proprietary right.

Miscellaneous

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by an appropriate federal or state court sitting in the State of New York. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of LOFT's right to require strict observance of each of the terms herein. If any provision of the Agreement is deemed to be illegal or unenforceable, the remainder of the Agreement shall be unaffected and shall continue to be fully valid, binding, and enforceable. This Agreement constitutes the entire agreement between us relating to your use of the Site.

Termination

LOFT may terminate this Agreement and deny you access to the Site at any time, immediately and without notice, if in LOFT's sole discretion you fail to comply with any term or condition of this Agreement.

Date: July 21, 2016.