

# Terms of Use

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Thank you for visiting [www.somaundercover.com](http://www.somaundercover.com) (hereinafter referred to as "Site"), which is operated by Chico's FAS, Inc. (hereinafter referred to as "Host"). Please review these Terms of Use (hereinafter referred to as "Terms") carefully.

These Terms govern your access to and use of the Site, including any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Site (otherwise referred to as content). Your access to and use of the Site are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Site you agree to be bound by these Terms. You may only use the Site in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

## **I. USER/MEMBER RIGHTS AND RESPONSIBILITIES**

A User is defined as any person who accesses the Site for any reason and for any length of time. Users are responsible for their use of the Site, and for any content they post to the site.

THE CONTENT SUBMITTED, POSTED, OR DISPLAYED BY USERS ON THE SITE'S PANEL DISCUSSION BOARDS WILL BE PUBLICLY DISPLAYED AND VIEWED BY OTHER USERS OF THE SITE. SURVEY RESPONSES TO NON-OPEN ENDED QUESTIONS WILL REMAIN CONFIDENTIAL AND WILL NOT BE VIEWED OR SHARED WITH OTHER USERS. IF USERS PROVIDE COMMENTS TO OPEN ENDED SURVEY QUESTIONS, THOSE RESPONSES MAY BE PUBLICALLY DISPLAYED AND VIEWED BY OTHERS, INCLUDING FOR PROMOTIONAL PURPOSES.

All content posted, submitted or otherwise transmitted to the Site is the sole responsibility of the person who originated such content. Host does not and will not monitor or control the content posted, submitted or otherwise transmitted to the Site and takes no responsibility for such content.

Host does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted, submitted or otherwise transmitted to the Site nor endorses any opinions expressed by Users of the Site.

The following items are prohibited from being posted on the Site: anything that is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any person or group; harasses or advocates harassment of another person; exploits people in a sexual or violent manner, including child pornography; contains excessive violence, contains a link to an adult website; solicits personal information from anyone under 18; publicly posts information that poses or creates a privacy or security risk to any person; contains or promotes something you know is false or misleading; promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; violates someone's rights of privacy or publicity; defames or libels somebody; infringes somebody's copyrights, trademarks, contract rights or any other rights of any person; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, provides or creates computer viruses; or includes a photograph or video of another person that you have posted without that person's consent.

By using the Site, you understand that you may be exposed to content that might be offensive, harmful, inaccurate, mislabeled, deceptive or otherwise inappropriate. Under no circumstances will Host be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, submitted or otherwise transmitted to the Site.

Users retain all rights, title, interest and ownership in any content they submit, post or display on or through the Site. By submitting, posting or displaying content on or through the Site, you grant Host a worldwide, non-exclusive, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content in any and all media or distribution methods now known or later developed, with the right to grant sublicenses.

## **II. HOST'S RIGHTS**

All right, title, and interest in and to the Site (excluding content provided by users) are and will remain the exclusive property of Host, its affiliates and its licensees. The Site is protected by copyright, trademark, and other laws of the United States.

## **III. LIMITATION ON LIABILITY**

IN NO EVENT SHALL HOST BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE HOST SITE, EVEN IF HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **IV. INDEMNIFICATION**

If you breach any of the representations made herein regarding your rights in the content, or your uploading of content violates any of the promises you have made, you agree to indemnify, defend and hold Host, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, which are in violation of that and/or arising from any content that you post on or through the Site.

## **V. GOVERNING LAW**

These Terms are governed by, and interpreted under the laws of the State of Florida, regardless of any conflict of law provisions. You and Host agree to submit to the exclusive jurisdiction of the courts located within the State of Florida to resolve any dispute arising from use of the Site.

YOU AND HOST HEREBY EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.