

## **TERMS OF USE**

Welcome to [www.brinsiders.com](http://www.brinsiders.com) (the "Website"). Gap Inc. ("Gap," "Gap Inc.," "we," "us" and "our") offers you access to the Website subject to these Terms of Use and its Privacy Policy at <http://www.gapinc.com/content/gapinc/html/toolbar/privacypolicy.html> and any additional terms which might apply to specific activities or areas of the Website.

Please review the following terms and conditions of use, including an Arbitration Agreement, which govern your use of the Website (the "Agreement").

**YOUR USE OF THE SITES CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THE AGREEMENT. WE RESERVE THE RIGHT TO UPDATE OR MODIFY THIS AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE. FOR THIS REASON, WE ENCOURAGE YOU TO REVIEW THE AGREEMENT WHENEVER YOU USE THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WEBSITE.**

## **SITE CONTENTS**

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Unless otherwise specified, the Website is intended to promote Gap Inc.'s products and services.

## **RIGHT TO CHANGE WEBSITE**

We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Website or any service, content, feature or product offered through the Website, with or without notice; charge fees in connection with the use of the Website; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, or any service, content, feature or product offered through the Websites.

## **USER REGISTRATION**

In order to access or use some features of our Website, you will have to become a registered user.

(B) If you register an account, you will provide true, accurate and complete registration information and you will promptly update your information if it changes. During registration, you will create a user name and password (a "Membership"). You are responsible for maintaining the confidentiality of your Membership. You are solely responsible for any activity using your Membership, whether or not you have authorized the activity. You agree to notify us immediately at Support@BRInsiders.com of any breach of security or unauthorized use of your Membership.

## **USER CONTENT, FEEDBACK & OTHER SUBMISSIONS**

Gap Inc. is pleased to hear from users and welcomes your comments regarding our products and services. Gap Inc.'s longstanding company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Gap Inc.'s employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example, contest entries, customer reviews or photographs) or without a request from us you send creative ideas, suggestions, customer reviews, photographs, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that Gap Inc. may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to Gap Inc. Gap Inc. is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. Gap Inc. has the right but not the obligation to monitor and edit or remove any Comments.

You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Sites. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead Gap Inc. or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. Gap Inc. takes no responsibility and assumes no liability for any Comments posted by your or any third party.

## **PERSONAL INFORMATION SUBMITTED THROUGH WEBSITE**

Your submission of personal information through the Sites is governed by our privacy policy, which can be reached by clicking on this "Privacy Policy" [link](#) (the "Privacy Policy"). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

## **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

## **COLORS & STYLE**

We have made every effort to display as accurately as possible the colors and styles of our products that appear at the Website. We cannot guarantee that your computer monitor's display of any color or style will be accurate.

## **LINKS TO OTHER WEB SITES AND SERVICES**

The Website may contain links to other Web sites that are not under the control of Gap Inc. Gap Inc. has no responsibility for the linked Web sites nor does linking constitute an endorsement of any linked Web site. If you use the links, you will leave the Website and your activities may be governed by other terms and conditions and privacy practices. Links are provided solely for the convenience and information of the Website users.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold Gap Inc. harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, due to your use of the Website and/or your breach of any representation, warranty, or other provision of the Agreement.

## **COPYRIGHT COMPLAINTS**

Gap Inc. respects the intellectual property of others. If you believe that your work has been copied in any way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement, which can be found here:

<http://www.gap.com/customerService/info.do?cid=41118&mlink=,11669992&clink=11669992>

## **DISPUTE RESOLUTION AND ARBITRATION AGREEMENT**

### **Informal Dispute Resolution.**

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and Gap Inc. agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

(1) to Gap Inc. at: Gap Inc. Legal Department, 2 Folsom Street, San Francisco, CA 94105, Attn: General Counsel, or

(2) to you at: your last-used billing address or the billing and/or shipping address in your online profile.

Both you and Gap Inc. agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

### **Arbitration Agreement.**

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You

and Gap Inc. expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending a letter requesting arbitration to the Gap Inc.: Attn: General Counsel, 2 Folsom St., San Francisco, 94105. You agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. Gap Inc. will reimburse those fees for claims totaling less than \$10,000. Gap Inc. waives its right to seek attorneys’ fees and costs in arbitration. 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.

In lieu of arbitration, either you or Gap Inc. may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim.

**Waiver of Right to Bring Class Actions and Representative Claims.** All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and Gap Inc. agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Gap Inc. hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

**Other Terms.** This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

## **TERMINATION**

With the exception of the Arbitration Agreement, which shall survive the termination of these terms, these terms are effective unless and until terminated by either you or Gap Inc. You may terminate this Agreement at any time. Gap Inc. also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Sites, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

## **GENERAL**

This Agreement shall be governed by the laws of the State of California without regard to choice of law principles, except for the Arbitration Agreement above, which shall be governed by the Federal Arbitration Act. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of Gap Inc.’s right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be

severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Sites.

