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## Privacy Policy

Last Updated: August 3, 2022

This Privacy Policy ("Privacy Policy") is designed to help you understand how Wayfair LLC and its affiliated brands, including Wayfair, Joss & Main, AllModern, Birch Lane and Perigold ( "Wayfair", "we" or "us" ) collects and processes the Personal Information that we gather when you use this and any of our websites (together, the "Site") and our mobile application (the "App," and together with the Site, the "Service").

Before submitting information to the Service, please review this Privacy Policy carefully. By using or accessing the Service, you accept the practices described in this Privacy Policy. If you prefer that we not collect and process information about you, please do not access the Service.

We do not knowingly collect any Personal Information from children under 13. Where any such information is inadvertently collected, we will delete the information as soon as possible. If you believe a child under 13 has provided us with Personal Information, please contact us [here](#).

### Information We Collect

We collect the Personal Information in connection with your use of the Service, including:

- **Personal Information:** "Personal Information" is information about an identifiable individual, such as your name, email address, telephone number, payment card information, date of birth, product/buying preferences. We maintain one or more databases to store your Personal Information and may retain it as reasonably required to serve you and operate the Service. Personal Information that we collect depends on how you use the Service, including creating an online account with us, making a purchase

or a return, contacting us via any customer service method, signing up for a loyalty program, signing up to receive promotional emails or other communication, participating in customer research, surveys, contests or promotions, or otherwise communicate information to us. Providing your Personal Information to us is your choice. If you choose not to provide us with certain Personal Information, you may not be able to take advantage of certain features of the Service; and

- **General Information:** When you visit the Service, we may collect various categories of general information ("General Information"), which may include Personal Information, including browser information, operating system information, device information, TCP-IP address and the date, time, length of stay and specific pages accessed during your visits to the Service.

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## Registering for the Service

If you register to use the Service, we may collect Personal Information including your name, email address, and telephone number.

You may also register for the Service using another service, such as Facebook. If you create your Wayfair account by connecting through another service, you are authorizing us to use public information from that connected account to help complete your Wayfair profile. Please remember that the manner in which the service uses, stores, and discloses your information is governed solely by the policies of such service. We recommend that you review the terms and policies of that service, including its privacy and data gathering practices. Wayfair shall have no liability or responsibility for the privacy practices or other actions of any third party service provider or any other third-party site or service that may be enabled within the Service.

You may review, update, or modify your account information, including profile and contact information, at any time by logging into your Wayfair account. You may also permanently delete your account by contacting us [here](#). [Back to Top](#)

## Online Identification Tools

Like many website providers, we use your IP address to deliver the Service, to help diagnose problems with our server and provide a better web experience. Your IP address is used to help identify you and your shopping cart.

We use web beacons (a.k.a. clear GIFs, web bugs or pixel tags) to personalize your experience of the Service and to generate information about Service traffic and trends. Web beacons collect information such as the type of browser that you use and your IP address. Web beacons may be used alone or in conjunction with cookies. Web beacons usually are not visible to you.

We also use cookies to keep track of your shopping cart and for other purposes like personalizing the Service.

A cookie is a small file stored by your internet browser on your computer. A "session cookie" stores temporary information that is erased when you close your web browser or turn off your computer. A "persistent cookie" enables the Service to recognize you when you return to it and remains stored on your computer until you delete it. Your web browser is usually set up to initially accept cookies. If you set your browser to reject cookies, the Service will not be able to recognize your account or to personalize the content that you see. A "flash cookie," also known as a "local storage object," is not stored in your browser, unlike other cookies, and instead placed on your computer by websites that use Adobe Flash. You may disable flash cookies via your Flash Player preferences or by using third-party software. We do not and cannot use cookies to gather other information that may be stored on your hard drive.

Third-party advertising management partners may help us display tailored content to our customers' interests and serve interest-based advertising on our behalf. Wayfair and our advertising management partners may use cookies, web beacons and other tools to collect information about your activities on the Service, to deliver advertising on the Service or elsewhere on the Internet based upon your interests that may be more relevant to you and to measure effectiveness of our marketing efforts and the Service.

You may "opt out" of receiving some interest-based advertisements by following the instructions at [www.aboutads.info/choices](http://www.aboutads.info/choices) or [www.networkadvertising.org/choices](http://www.networkadvertising.org/choices). (An "opt-out cookie" will be placed on your computer indicating that you do not want to receive interest-based advertisements. If you delete cookies on your computer, you will need to opt-out again.) You may opt out of certain interest-based advertisements that use Wayfair's cookie by clicking [here](#). To learn more about cookies in general, including how to manage and delete cookies, visit [www.aboutads.info](http://www.aboutads.info). [Back to Top](#)

## **Third Party Features**

The Service also may include an activity feed, social media buttons and widgets, such as the Facebook "Like" button or the "Share This" button. These features may collect and display your Personal Information, your IP address and the page you are visiting on the Service and may set a cookie to enable the feature to function properly. These features are either hosted by a third party or hosted directly on the Service and your interactions with them are governed by the privacy policy of the third party that provides the feature. [Back to Top](#)

## **Use of Service via Mobile Device**

If you use the Service through your mobile device, we may collect your geo-location information to assist us in fulfilling your order. We will not share this information with third parties and will only use this information for the sole purpose of fulfilling your order. You may at any time prevent the Service from using your location by turning this option off at the device level.

When you use the Service through your mobile device, we also collect device type and information such as your UUID or a similar unique identifier, and store this information in log files. We use this information to provide you with the most up to date application and features, or to advertise or promote products or services

to you that are applicable to your device type. [Back to Top](#)

## Third-Party Links

We may provide links to third-party websites that we do not own or control. We are not responsible for the information collection practices of any website that we do not own or control. We encourage you to review and understand the privacy practices of third-party websites before providing any information to or through them.

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## How Your Personal Information is Used, Processed and Disclosed

Except as specified in this Privacy Policy, Wayfair does not rent, sell, trade or disclose your Personal Information to third parties without your prior consent. Wayfair may, however, use, process and disclose Personal Information to:

- send information to customers about orders;
- fulfill your orders;
- process and collect your payments;
- administer "Wayfair Rewards" and other customer loyalty programs;
- send you promotional marketing material about Wayfair's company and partners;
- produce content for our activity feed feature;
- customize, analyze, adjust and improve the Service to better meet your needs;
- execute a sweepstakes, contest or other promotion;
- enforce Wayfair's agreements with you;
- provide you with important administrative information regarding the Service, such as changes to this Privacy Policy and our Terms of Use, rewards and loyalty programs and other policies;
- prevent fraud and other prohibited or illegal activities; and
- comply with potential requests of law enforcement or data protection agencies.

We may use your de-identified Personal Information to prepare anonymized, aggregated data about our users ("Anonymized Data"). We may provide third parties with Anonymized Data in describing the Service to prospective partners, advertisers and other third parties, and for all other lawful purposes. As communicated to third parties, the Anonymized Data does not include any information permitting the recipient to identify, locate or contact you. [Back to Top](#)

## **Third Party Service Providers**

Wayfair employs other companies and individuals to perform functions on our behalf, such as fulfilling orders, delivering packages, sending postal mail and email, serving ads on our behalf, providing search results and links, and processing credit card payments. These third-party service providers have access to Personal Information needed to perform their functions but may not use it for any other purpose.

For more information about the manner in which these third parties treat your Personal Information, please contact us at one of the points of contact set out below. [Back to Top](#)

## **Acquisition of Wayfair**

Information about customers is considered an asset of Wayfair and, as such, may be transferred to another company as part of a merger or acquisition. [Back to Top](#)

## **Blogs, Reviews and Forums**

The Service also may from time to time offer publicly-accessible blogs, customer reviews or forums. Any information you provide in these areas may be read, collected and used by others who access them. To request removal of your Personal Information from blogs, customer reviews or forums, please contact us [here](#). Please note that in some cases we may be unable to remove your Personal Information. [Back to Top](#)

## **Inviting Others**

You may choose to invite someone else to use the Service by providing his or her name and email address. We may use this information to send invitations to such individuals, to track the results of such invitation referrals, and to confirm qualifying orders attributable to your registered account. Please ensure that you only submit email addresses of individuals with whom you have a personal or family relationship and who would want to receive the message from you. Anyone who receives an email invitation to use the Service may opt out of receiving such emails in the future by following the opt-out instructions in the email. We take commercially reasonable steps to implement all opt-out requests promptly, but those who opt out may still receive communications from us as we process the opt-out request, or as required for order processing and other purposes. [Back to Top](#)

## **Retention of Personal Information**

Wayfair retains Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by applicable law. [Back to Top](#)

## **Accessing and Updating Your Personal Information and Preferences**

If you would like to access, modify or delete any of your Personal Information, please contact us at the address set out under Contact Us section below with clear instructions about what you would like access, modify or delete. We will respond to your request promptly. [Back to Top](#)

## **Changing Your Subscription Preferences**

If you tell us that you do not want us to use your Personal Information to contact you, Wayfair will respect your wishes. If you are a registered user, you may change your preferences to receive or not to receive email or other communications from us by logging in to your account and indicating those preferences on the "My Account" section of our Service.

You may also instruct Wayfair to stop sending you emails, newsletters or other information by following the 'unsubscribe' instructions provided in the email. Wayfair may, however, continue to use your Personal Information to contact you to service your account or as otherwise authorized by law. Please note that if you use more than one name or email address when communicating with Wayfair or using the Service, you may continue to receive communications from Wayfair to any name and/or email address not specified in your opt-out request. [Back to Top](#)

## **Information for Visitors from California and Outside of the United States**

### **California Residents**

California law permits individuals who provide Wayfair with Personal Information and who are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To request this information, please contact us [here](#). [Back to Top](#)

### **Visitors from Outside of the United States**

The Service is hosted in the United States. If you are visiting the Service from outside the United States, your information may be transferred to, stored and processed in the United States in accordance with this Privacy Policy and applicable US laws. Please note that data protection and other applicable laws of the United States may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the data protection or consumer protection laws in your country. When your information is in the United States, it may be accessed by the courts, law enforcement and national security authorities in accordance with applicable laws. By using the Service, you consent to transfer of your information to our facilities as described in this Privacy Policy. [Back to Top](#)

### **Information Security**

We have instituted reasonable safeguards to help ensure that information collected is secure. We also take

reasonable steps to ensure that third parties who work with us to make the Site (including the software, applications and services provided on the Site) available to you agree to protect personal information that they must access in order to serve you and to honor your preferences about contacts you receive.

When you send or otherwise transmit your Personal Information to or through the Sites, we use a variety of security measures in an effort to help protect your information and online transactions with us.

Please understand, however, that it is possible for third parties to access information despite our efforts. Without limiting the terms of our Terms of Use and this Privacy Policy, you understand that we do not guarantee that your use of the Site and/or information provided by you will be private or secure and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Site. You also understand that any information provided by you or collected by us or our agents in connection with your use of the Site will be used in the manner described in our Terms of Use. Please do not use the Site if you do not agree to the terms and conditions described in this Information Security section.

If you have any questions about security of the Site, please contact us [here](#). [Back to Top](#)

## **Changes to our Privacy Policy**

We may occasionally update this Privacy Policy to reflect changes in our practices. When we post modifications to this Privacy Policy, we will revise the "Last Updated" date at the top of this web page. The modified Privacy Policy will be effective immediately upon posting on the Service. Your continued use of the Service after the posting of the modified Privacy Policy constitutes your agreement to abide and be bound by it. If we make any material change, we will notify you by email (sent to the email address specified in your account) or by means of a notice on this Service prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices. If you object to any modification, your sole recourse is to stop using the Service. [Back to Top](#)

## **Questions About our Privacy Policy**

If you have questions about this Privacy Policy, please contact our Privacy Officer by [email](#) to or by physical mail to:

Wayfair LLC  
Attention: Legal Department  
4 Copley Place, Floor 7  
Boston, MA 02116

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# Terms of Use

Last Updated: August 3, 2022

Welcome to Wayfair.ca!

Wayfair LLC ("Wayfair", "we" or "us") provides this and other websites (including applications and other online services that are accessible through various desktop, tablet and mobile web browsers from time to time) (collectively, "**Sites**") subject to your compliance with these Terms of Use.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITES. These Terms of Use constitute an agreement between Wayfair and you. We recommend that you print out a copy of these Terms of Use for your records.

By using the Sites, you affirm that you are able and legally competent to agree to and comply with these Terms of Use. If you do not agree to these Terms of Use or if you are not legally competent to agree to them, then you may not use the Sites.

**Please note that these Terms of Use contain provisions that govern the resolution of claims between Wayfair and you. Please see the Indemnity, Disclaimer of Warranties, Limitation of Liability and Legal Disputes sections for complete details.**

## Privacy & Security

Please review our [Privacy Policy](#), which is incorporated into these Terms of Use and also governs your use of the Sites. To the extent there is a conflict between the terms of the Privacy Policy and these Terms of Use, the Terms of Use govern.

Information security is important to Wayfair. We have established reasonable physical, electronic and managerial safeguards to protect the information that we collect from or about our users. Wayfair does, however, reserve the right at all times to disclose any information as Wayfair deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Please click [here](#) for more information. [Back to Top](#)

## Changes

Wayfair reserves the right, at any time, to change these Terms of Use, our Privacy Policy and/or the Sites. Your use of the Sites following any such change constitutes your agreement to follow and be bound by the Terms of Use and/or Privacy Policy as revised. The revised Terms of Use and/or Privacy Policy supersede all previous versions, notices or statements regarding the Sites. If we request, you agree to sign a non-electronic version of these Terms of Use.

We will notify you of any change to these Terms of Use by updating the "Last Updated" date at the top of this webpage. [Back to Top](#)

## Intellectual Property Rights

The Sites contain valuable trademarks and service marks owned and used by Wayfair, including but not limited to, WAYFAIR.CA, the Wayfair.ca design logo, and the tag line "a zillion things home" (collectively, the "**Wayfair Marks**"). Any use of the Wayfair Marks without the prior written permission of Wayfair is strictly prohibited.

The arrangement and layout of the Sites, including but not limited to, the Wayfair Marks, images, text, graphics, buttons, screenshots, music, digitally downloadable files, and other content or material (collectively, the "**Site Content**"), are the sole and exclusive property of Wayfair.

UNAUTHORIZED COPYING, REPRODUCTION, MODIFYING, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, MAKING DERIVATIVE WORKS OF OR DUPLICATING ALL OR ANY PART OF THE SITES IS PROHIBITED.

Wayfair uses a network of independent product and content suppliers, distributors and other such third parties to supply some of the products and content advertised on the Sites. All other trademarks, service marks, product names, package designs and company names or logos associated with these product and content suppliers, distributors and other such third parties that are not owned by us but appear on the Sites are the property of their respective owners.

For claims of copyright infringement, please see our [Copyright Policy](#). [Back to Top](#)

## User-Generated Content

From time to time, the Sites permit the submission of content, such as comments, blogs and product reviews, generated by you and other users ("**User Content**").

You are solely responsible for your own User Content and the consequences of posting or publishing it. Any User Content or other material, information or ideas that you submit to or post or publish on the Sites is non-confidential and non-proprietary.

By submitting User Content, you represent and warrant to Wayfair that: (i) your User Content does not violate any copyright, trademark, trade secret, patent or other intellectual property right, any right of privacy or publicity of any third party or any applicable law, rule or regulation, (ii) you own or have the legal right to use and authorize Wayfair to use your User Content, including written consent to use of any product or the name, voice, likeness or any other applicable personal rights of each identifiable person featured or referenced in your User Content and (iii) your User Content does not violate Wayfair's *Acceptable Use Policy* set forth below.

As between you and Wayfair, you will retain all of your ownership rights in and to your User Content. By submitting User Content to Wayfair, you hereby grant to Wayfair a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your User Content, in whole or in part, including future rights that Wayfair (or its successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed to the maximum extent permitted by applicable law. You also waive your moral rights to the User Content, and

hereby grant each user of the Sites a non-exclusive license to access your User Content through the Sites and to use, access, watch, reproduce, distribute, transmit, forward, display and perform such User Content in whole or in part, to the extent permitted by the Sites under these Terms of Use.

Wayfair does not endorse any User Content or any opinion, recommendation, or advice expressed therein. Wayfair reserves the right but is not obligated to monitor User Content or other content sent to or through the Sites. **Wayfair has the right to refuse, remove or delete any User Content and/or to terminate any user's access to the Sites if Wayfair determines, in its sole and absolute discretion, that such User Content or user violates or has violated these Terms of Use.** Wayfair takes no responsibility for and expressly disclaims any and all liability in connection with User Content. [Back to Top](#)

## #WayfairCAHome Usage

BY USING #WAYFAIRCAHOME, EACH USER AGREES TO PROVIDE WAYFAIR WITH AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE THE UPLOADED IMAGE(S) IN ANY AND ALL MARKETING MATERIALS, ON SPONSOR'S WEBSITES, AND THROUGH ALL SOCIAL MEDIA CHANNELS. EACH USER REPRESENTS AND WARRANTS THAT UPLOADED IMAGES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHTS AND TRADEMARK RIGHTS. [Back to Top](#)

## Acceptable Use Policy

By submitting User Content and otherwise using the Sites, you agree not to: (i) submit any User Content that is protected by or otherwise subject to any third party intellectual property or proprietary rights (including any privacy and publicity rights) unless you own or have permission from the rightful owner of such rights to post such User Content and to grant Wayfair all of the rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or racially, ethnically or otherwise objectionable; (iii) use the Sites to harm any person or entity, including Wayfair; (iv) impersonate any person or entity, including but not limited to, a representative of Wayfair, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Sites; (vi) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail or any other form of solicitation; (vii) upload, post, e-mail or otherwise transmit any content that contains computer viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Sites or any other computer software or hardware or telecommunications equipment; (viii) intentionally or unintentionally violate any applicable local, provincial/territorial, national or international laws, rules or regulations, including but not limited to those promulgated by the U.S. Federal Trade Commission, U.S. Securities and Exchange Commission; (ix) collect, store or use personal information about other users of the Sites without their consent; (x) use the Sites (including through submission of User Content) to disparage or make unsubstantiated claims about any person, third party or its/their products or services; (y) use any of the Sites in any manner that could overburden or impair any of the Sites or the networks or systems connected to the Sites; and/or (z) use any device, software or instrumentality to interfere with the proper working of the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.

You also agree that you will not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. Wayfair reserves the right to investigate occurrences which may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. [Back to Top](#)

## Order Acceptance

The receipt of an order number or an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Wayfair reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any customer. Verification of information may be required prior to the acceptance of an order. Certain orders constitute improper use of the Sites and the Wayfair Rewards Program described below. Wayfair reserves the right, at its sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at Wayfair's sole discretion. [Back to Top](#)

## Our Products and Prices

Prices and availability of products on the Site are subject to change without notice. The price of the product will be as shown on the order pages when you place your order. Errors will be corrected when discovered and Wayfair reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted). We do not price match. Promotional codes can only be applied during purchase. Customer Service will be unable to honor any promotional code adjustments post-order. When we use the Wayfair's Choice badge on a product listing on our Site, it represents a shortlist of highly-rated, well-priced products we know customers love. [Back to Top](#)

## Wayfair Rewards Program

The Wayfair Rewards Program (the "**Rewards Program**") is exclusively for users of the Sites who have registered for the Rewards Program in accordance with the directions set forth below and on the Sites. When you make a qualifying purchase at any of the Sites designated as participating sites by Wayfair from time to time (the "**Participating Sites**"), you will have the opportunity to earn Wayfair "**Rewards Dollars**" equal to three percent (3%) of the net amount paid for the qualifying purchase. Rewards Dollars may be applied to future purchases at the Participating Sites in accordance with these Terms of Use. Please click [here](#) for complete Rewards Program details, as may be in effect from time to time and which are incorporated herein by reference. [Back to Top](#)

## Links to Other Websites

The Sites may contain links to third-party websites ("Other Sites") that are not under Wayfair's control. Wayfair makes no claim and accepts no responsibility regarding the quality, nature or reliability of the Other Sites that are accessible by hyperlinks from the Sites or link to the Sites. Wayfair provides these links to you as a convenience and the inclusion of any link does not imply endorsement by Wayfair of Other Sites or any association with the operators of such Other Sites. You are responsible for viewing and abiding by the privacy

statements and terms of use posted at any third-party sites. [Back to Top](#)

## Mobile Devices and Mobile Applications

If you use a mobile device to access pages of the Sites optimized for viewing via a mobile device, opt in to receive SMS (text messages) from Wayfair (as/when available) or using a mobile application, the following additional terms and conditions ("**Mobile Terms**") also apply to you. Your access to the Sites via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the Terms of Use.

You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Sites or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You understand that wireless through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of a mobile application, based on the type of mobile device on which you install and use the mobile application. [Back to Top](#)

## Communications with Wayfair

For all communications made to or with Wayfair, including but not limited to feedback, questions, comments, suggestions and the like: (i) you will have no right to confidentiality in your communications and Wayfair will have no obligation to protect your communications from disclosure; and (ii) Wayfair will be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information. [Back to Top](#)

## Indemnity

You agree to indemnify and hold Wayfair and its affiliates, agents and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of the Sites, including any User Content you submit, post to or transmit through the Sites, (ii) your violation of these Terms of Use or (iii) your violation of any rights of another user. [Back to Top](#)

## Disclaimer of Warranties

The following provision is not applicable to residents of Québec to whom the Québec Consumer Protection Act applies.

Wayfair intends for the information and data contained in the Sites to be accurate and reliable but since the information and data have been compiled from a variety of sources, they are provided 'AS IS' and "AS AVAILABLE". You expressly agree that your use of the Sites and any information contained therein is at your sole risk. Accordingly, to the extent permitted by applicable law, WAYFAIR AND ITS AFFILIATES EXPRESSLY

DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AND CONDITIONS THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Some jurisdictions do not allow the disclaimer of warranties or conditions so such disclaimers may not apply to you. [Back to Top](#)

## **Limitation of Liability**

IN NO EVENT WILL WAYFAIR OR ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE OR VIA OTHER CHANNELS, INCLUDING BUT NOT LIMITED TO PHONE AND EMAIL, BE LIABLE TO ANY USER OF THE SITES OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SITES OR ANY INFORMATION CONTAINED THEREIN, INCLUDING USER CONTENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF WAYFAIR HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

You hereby acknowledge that the preceding limitation on liability will apply to all content, merchandise and services available through the Sites or other channels. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions liability is limited to the fullest extent permitted by law.

Regardless of the previous paragraphs, if Wayfair or its officer, manager, member, employee, agent, successor, subsidiary, distributor, or affiliate, or a third party providing information on the Sites, is found to be liable, any such party's liability to you or to any third party is limited to the greater of (a) the amount in dispute not to exceed the total amount which you paid to Wayfair in the twelve (12) months prior to the action giving rise to the liability or (b) \$100. [Back to Top](#)

## **Legal Disputes**

### **(a) Governing Law**

Except for Québec residents, the validity, interpretation, construction, and performance of these Terms of Use as they relate to all other matters shall be governed by the laws of Ontario, without giving effect to its principles of conflict of laws.

For Québec residents, the validity, interpretation, construction, and performance of these Terms of Use shall be governed by the laws of Québec, without giving effect to its principles of conflict of laws.

### **(b) Arbitration and Class Action Waiver**

The following provision is not applicable to residents of Québec to whom the Québec Consumer Protection Act applies.

**EXCEPT WHERE PROHIBITED BY LAW, THE PARTIES AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A**

**CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.**

EXCEPT WHERE PROHIBITED BY LAW, you agree to resolve any controversy, claim or dispute arising out of, relating to, or in respect of these Terms, including their negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with these Terms, on an individual basis through final and binding arbitration determined by a single arbitrator administered by the ADR Institute of Canada ("ADRIC") and pursuant to the ADRIC's Arbitration Rules ("ADRIC Rules") and procedures then in effect, except as modified here. To review the ADRIC Rules or to start an arbitration proceeding, you can refer to the ADRIC's website: <https://adric.ca/>.

You get to choose whether the arbitration will take place in the province where you live or in Toronto, Canada.

If the parties have not agreed upon the arbitrator within 14 days, the parties shall ask the ADRIC to appoint a single arbitrator. The costs and expenses of the arbitrator shall be shared equally between the parties. A party to the arbitration has no right of appeal from any award of the Arbitrator, whether characterized as final, interim, interlocutory or partial.

Notwithstanding this provision, a party to these Terms may take such steps as are permitted or required to enforce an award made by an arbitrator. The existence of the arbitration and any element of the arbitration, including any award, shall be confidential. No document or other evidence or information prepared for or produced by or on behalf of any party to the arbitration shall be disclosed to any non-party to the arbitration.

You agree that you will not contest venue, and you waive any rights that you may have to initiate, transfer, or change the venue of any litigation arising from or related to these Terms. [Back to Top](#)

## **Termination**

Your ability to access and use the Sites remains in effect until terminated in accordance with these Terms of Use. You agree that Wayfair, in its sole discretion, may terminate your account and your use of the Sites and may remove and delete your User Content if Wayfair believes that you have violated or acted inconsistently with these Terms of Use or for any other reason. Wayfair also may in its sole discretion and at any time discontinue providing the Sites, or any part thereof, with or without notice. You agree that any termination of your access to the Sites may be effected without prior notice and you acknowledge and agree that Wayfair may bar any further access to the Sites. Further, you agree that Wayfair will not be liable to you or any third-party for any termination of access to the Sites.

You may terminate your account by sending a letter stating your intention to Wayfair, 4 Copley Place, Floor 7, Boston, MA 02116, Attn: Service or an email to [service@wayfair.ca](mailto:service@wayfair.ca), with the subject line "Termination Request".

The provisions of the Intellectual Property Rights, User-Generated Content, Acceptable Use Policy, Disclaimer of Warranties, Indemnity, Limitation of Liability, Legal Dispute sections, together with and any other rights and obligations which by their nature are reasonably intended to survive such termination, will survive any termination of these Terms of Use. [Back to Top](#)

## Right to Access

YOU MUST BE AT LEAST AGE 13 TO USE THE SITES. By using the Sites, you affirm that you are over age 13. If you are under age 13, you may not access or use the Sites.

**IF YOU ARE A PARENT OR GUARDIAN THAT PROVIDES CONSENT TO YOUR TEENAGER'S REGISTRATION WITH AND USE OF THE SITES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH TEENAGER'S USE OF THE SITES.** [Back to Top](#)

## Outages

Wayfair periodically schedules system downtime for the Sites for maintenance and other purposes. Unplanned system outages also may occur. You agree that Wayfair has no responsibility and is not liable for: (a) the unavailability of any of the Sites; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, mis-delivery or non-delivery of data, information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting any of the Sites, any Internet service providers or otherwise. [Back to Top](#)

## Jurisdictional Issues

The Sites are operated by Wayfair from its offices in Boston, Massachusetts, USA. The Sites are intended for users who reside in Canada. Wayfair makes no representations, warranties or conditions that the Sites or any materials contained in them are valid, appropriate or available for use outside of Canada. If you access and use the Sites outside Canada, you do so at your own risk and are responsible for compliance with applicable local laws. Wayfair reserves the right to limit the availability of the Sites and/or the provision of any service, program or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion. Any software on the Sites is subject to United States and Canadian export controls and may not be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or which is subject to other applicable U.S. or Canadian trade sanctions, provided such compliance with this (a) clause is permitted pursuant to applicable local laws, including but not limited to the *Foreign Extraterritorial Measures Act* and regulations enacted thereunder; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software from the Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. [Back to Top](#)

## General Information

No waiver of any provision or any breach of this Agreement will constitute a waiver of any other provisions or any other or further breach. In the event that any provision of this Agreement will be illegal or otherwise unenforceable, such provision will be severed, and the balance of the Agreement will continue in full force and effect. These Terms of Use set forth the entire Agreement between you and Wayfair with respect to use of the Sites and supersede any prior agreements between you and Wayfair relating to such subject matter. The

Terms are not assignable, transferable or sublicensable by you except with Wayfair's prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Wayfair's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of Wayfair's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by Wayfair with respect to such use. A printed version of these Terms of Use and of any notices given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to these Terms of Use must be written in the English language. [Back to Top](#)

## Violations

Please report any violations of these Terms of Use to the system administrator [here](#). [Back to Top](#)

## Questions?

If you have questions, comments or complaints about these Terms or the Sites, please contact us [here](#) (please reference "Questions about the Sites").

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## Wayfair's Copyright Policy

Last Updated: August 3, 2022

This Copyright Policy describes Wayfair's policy of prohibiting any information or materials that violate another party's intellectual property rights from appearing on [www.Wayfair.com](#), [www.AllModern.com](#), [www.JossandMain.com](#), [www.BirchLane.com](#), [www.Perigold.com](#) and their related domains (collectively, the "**Site**").

The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for a copyright owner who believes that material appearing on the Internet infringes his, her or its rights under U.S. copyright law. Wayfair complies with the DMCA by responding to notices and counter-notices that meet the then-current DMCA requirements. Please visit <http://www.copyright.gov/> for details about current DMCA requirements.

## Notification of Alleged Copyright Infringement

If you believe in good faith that material appearing on the Site infringes your copyright, you (or your agent) may send Wayfair a written notification pursuant to the DMCA (a "**DMCA Notice**"). Your DMCA Notice should be sent to our Copyright Agent (identified below), contain all of the information listed below (and as further set forth in 17 U.S.C. § 512(c)(3)) and request that the material be removed or that access to it be blocked. Your DMCA Notice must contain:

1. Identification in sufficient detail of the copyrighted work that you claim has been infringed. If multiple copyrighted works on the Site are covered by a single notification, you may provide a representative list of such works on the Site; however, the representative list must still contain sufficient detail of the copyrighted works so that we can identify them;
2. Identification of the URL or other specific location on the Site that contains the material that you claim to be infringing your copyright. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material and comply with your request to remove or deny access to the material;
3. Your name, address, telephone number and email address (if available);
4. The electronic or physical signature of the owner of the copyright or a person authorized to act on the copyright owner's behalf;
5. A statement that you have a good faith belief that use of the material on the Site as you have described in the DMCA Notice is not authorized by the copyright owner or its agent or the law; and
6. A statement that you swear under penalty of perjury that the information contained in your notification is accurate and that you are the copyright owner or that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You must submit any notification of an alleged copyright infringement to Wayfair's Copyright Agent by mail or email as set forth below:

Wayfair Copyright Agent

Attn: Legal

4 Copley Place, Floor 7

Boston, MA 02116

Email: [legal@wayfair.com](mailto:legal@wayfair.com) (please reference "Wayfair.ca DMCA Notice")

If you fail to comply with all of the above requirements, your DMCA Notice will not be valid. Please note that you may be liable for damages, including court costs and attorneys' fees, if you materially misrepresent that materials on the Site are infringing a copyright. [Back to Top](#)

## **Counter Notification**

If you believe in good faith that your own copyrighted material has been removed from the Site as a result of mistake or misidentification, you may submit a written counter notification letter to Wayfair's Copyright Agent

pursuant to Sections 512(g)(2) and (3) of the DMCA. To be an effective counter notification under the DMCA, your written correspondence must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located or in Boston, Massachusetts if your address is outside the United States;
3. A statement that you will accept service of process from the party that filed the notification of alleged copyright infringement or the party's agent;
4. Your name, address and telephone number;
5. A statement that you swear under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, or that the material identified by the complaining party has been removed or disabled at the URL or web location and will no longer be shown or accessible;  
and
6. Your physical or electronic signature.

You may submit your counter notification to Wayfair's Copyright Agent by mail or email as set forth below:

Wayfair Copyright Agent

Attn: Legal

4 Copley Place, Floor 7

Boston, MA 02116

Email: [legal@wayfair.com](mailto:legal@wayfair.com) (please reference "Wayfair.ca DMCA Notice")

Upon receipt of a counter notice, Wayfair's Copyright Agent may send a copy of it to the original complaining party informing that party that Wayfair may replace the removed content or cease disabling it. Unless the copyright owner files an action seeking a court order against Wayfair, the removed content may be replaced or access to it restored by Wayfair.

You acknowledge that if you fail to comply with all of the above requirements, your DMCA counter notification will not be valid. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorneys' fees.

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## Wayfair Professional Program Terms

Last Updated: August 3, 2022

The Wayfair Professional Program (the "**Wayfair Professional Program**") is exclusively for users of the Sites who have enrolled in the Wayfair Professional Program in accordance with the terms hereof ("**Program Members**"). The Wayfair Professional Program is designed to provide Program Members with additional benefits and exclusive services.

The terms and conditions applicable to the Wayfair Professional Program (the "**Wayfair Professional Program Terms**") are as set forth herein. Wayfair reserves the right, at any time and in its sole discretion, to change the Wayfair Professional Program Terms. When we post material modifications to the Wayfair Professional Program Terms, we will revise the "Last Updated" date at the top of this section. Your use of the Wayfair Professional Program after the posting of any update to the Wayfair Professional Program Terms constitutes your agreement to be bound by such Wayfair Professional Program Terms, as revised. We encourage you to periodically review this section for the latest Wayfair Professional Program Terms. If you object to any update to the Wayfair Professional Program Terms, your sole recourse is to stop using the Wayfair Professional Program. Use of the Sites in connection with the Wayfair Professional Program is subject to Wayfair's Terms of Use, including, for example, the provisions applicable to [User-Generated Content](#).

Users of the Sites may enroll in the Wayfair Professional Program [here](#). The Program Member shall be the business entity itself, and each User who enrolls a business entity in the Wayfair Professional Program must be authorized to do so on behalf of such entity. Program Members may have multiple authorized user accounts. Each Program Member acknowledges and agrees that each authorized user account shall have access to all information related to such Program Member's account and that Wayfair shall have no liability in connection therewith.

Program Members can make account changes by calling (844) 403-5086. Wayfair, in its sole discretion, may cancel a Program Member's account at any time, with immediate effect and without notice, for any reason (including, without limitation, if Wayfair believes such Program Member has violated these Wayfair Professional Program Terms or Wayfair's Terms of Use). The services and benefits provided through the Wayfair Professional Program are the sole property of Wayfair and are not the property of any Program Member. Upon any cancellation or termination of any Program Member's account, all services and benefits will be forfeited, and the applicable Program Member will no longer be able to participate in the Wayfair Professional Program unless, in the case of a voluntary account cancellation by a Program Member, such Program Member subsequently re-enrolls in the Wayfair Professional Program. Wayfair may terminate the Wayfair Professional Program at any time and for any reason.

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# Home Services

Last Updated: August 3, 2022

Assembly, installation, and professional services you purchase through the Sites are referred to herein as "**Home Services**" and are subject to applicable taxes. Home Services are provided by independent third-party service providers ("**Pros**"). The Pros are independent contractors and not employees of Wayfair. Wayfair does not provide the Home Services itself. Wayfair sometimes arranges for the provision of Home Services with Pros directly, and sometimes through other parties that contract with Pros ("**Partners**"), such as Handy and Go Configure. Wayfair may refer customer service requests regarding Home Services to the Partners. Wayfair makes no guarantee that it will be able to match you with a Pro. Scheduled Home Services dates and times are subject to change. Home Services will be performed in a good and workmanlike manner.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WAYFAIR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOME SERVICES OR THE PROS. YOU AGREE THAT ALL HOME SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, YOU AGREE THAT WAYFAIR SHALL HAVE NO LIABILITY IN CONNECTION WITH THE HOME SERVICES, THAT WAYFAIR IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OF ANY PRO, AND THAT WAYFAIR WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, DAMAGES, OR LOSSES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE HOME SERVICES.

Wayfair arranges for background checks on the Pros through third-party background check providers, or obtains contractual guarantees from Partners that Pros have been background checked. Regardless, you should exercise caution and common sense when interacting with Pros to protect your personal safety and property, just as you would when interacting with any person you do not know. You are responsible for verifying the identity of the Pro upon arrival. You are responsible for ensuring that the location where the Home Services are to be performed is safe and secure and that the Pro has free and clear access to such location.

You must be 18 years of age or older to purchase Home Services. You acknowledge and agree that you are solely responsible for your decisions relating to the Home Services. Either you or someone else 18 years of age or older authorized by you must be present at all times during the performance of the Home Services. You are responsible for inspecting the Home Services and signing any relevant forms. If you are not present during performance, the adult present must be authorized by you to inspect the Home Services and sign any required forms on your behalf. You agree that products assembled, installed or otherwise worked on or with by Pros (collectively, "**Products**") are for home use only and not for commercial applications or use. You are responsible for designating the location where Pros assemble, install, and otherwise work on or with the Products. Wayfair, the Partners, and the Pros make no recommendation, representation, or warranty regarding the use or location of the Products, including the surface on which they are installed. You have not relied on any statement made by any of the foregoing parties in determining the use or location of the Products. You are responsible for obtaining any required approvals, permissions, permits, and variances necessary related to the Home Services. You assume all risk, including any risk of relocation or removal, arising from the use or location of the Products. You will follow all instructions and warnings relating to the Products and will ensure that all persons who use the Products do the same.

You shall indemnify, defend, and hold harmless Wayfair, the Partners, and the Pros, and each of their owners, affiliates, parents, subsidiaries, successors, assigns, officers, directors, agents, employees, attorneys, insurers, and representatives (each an "**Indemnified Party**") from and against any and all claims, demands, causes of action, proceedings, losses, injury, damages, expenses, fines, penalties, and costs arising from or in connection with (i) the use and/or location of the Products; and (ii) your breach or violation of this Home Services Section. You hereby waive, release, covenant not to sue, and forever discharge each Indemnified Party from any and all debts, demands, actions, causes of action, suits, covenants, contracts, agreements, promises, torts, damages, claims, demands, losses, and liabilities whatsoever of any name and nature, both in law and in equity, which you now have, ever had, or may in the future have against any Indemnified Party arising from or in connection with (i) the use and/or location of the Products; and (ii) your breach or violation of, or failure to abide by, this Home Services Section.

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# Wayfair Rewards Program Terms

Last Updated: August 3, 2022

The Wayfair Rewards Program (the "**Rewards Program**") is exclusively for users of the Sites who have registered for the Rewards Program in accordance with the directions set forth below and on the Sites. Rewards Dollars may be applied to future purchases at the Sites in accordance with the terms set forth below and our Terms of Use. Enrollment in the Rewards Program is automatic with registration at any of the Sites.

## Participating Sites

- Wayfair.com
- AllModern.com
- BirchLane.com
- JossandMain.com
- Perigold.com (currently participating in the Product Review Program but not the Referral Program)

## Membership Benefits

	Rewards
Rewards Dollars Earned	Members may earn specified "Rewards Dollars" from <ol style="list-style-type: none"><li>Referral Program</li><li>Product Review Program</li></ol>
Redemption Period	Three months from the date on which Rewards-eligible purchase is made
Membership Fee	None

## Referral Program

Wayfair's Referral Program is designed to reward existing members ("Sponsors") with Rewards Dollars for referring new members ("Recipients") to Wayfair. Wayfair, AllModern, Birch Lane and Joss & Main are participating in this program and Sponsors can use their Rewards Dollars across all brands. However, Recipients can only apply their discount to the brand the Sponsor referred them to. Referral credit amounts

may differ by site. Sponsors can refer as many friends as he or she would like, but will only receive Rewards Dollars for up to 10 successful referrals per month. If a Recipient's qualifying order is cancelled, Rewards Dollars will be voided. Previous purchases are not eligible for Rewards Dollars and Rewards Dollars cannot be applied retroactively. Invitations must be sent to individual recipients. Any attempt to distribute in bulk is grounds for immediate termination of the Sponsor's account and deactivation of their personal referral link. Distribution of Rewards bonuses is subject to moderation in cases of suspected fraud.

## **Product Reviews Program**

Wayfair's Product Review Program is designed to reward existing members for writing product reviews on products purchased on Wayfair.com, AllModern.com, BirchLane.com, JossandMain.com and Perigold.com. Members may be rewarded specified Rewards Dollars or may be offered other benefits for such reviews.

## **Redemption of Rewards Dollars**

Wayfair will post all earned Rewards Dollars on your account within a reasonable amount of time after the confirmed shipment of your qualifying purchase. Rewards Dollars can be only redeemed and applied as a credit against a purchase from one of our participating Sites. Rewards Dollars cannot be used to purchase gift cards, gift certificates, or manufacturer-excluded brands. Rewards Dollars are not redeemable for cash and cannot be returned for a cash refund, except to the extent required by law. Rewards Dollars will be automatically applied to your purchase at Checkout. If you do not wish to redeem Rewards Dollars at the time of purchase, select "Remove" at Checkout. Rewards Dollars may be combined with Wayfair promo codes, but not with any other Wayfair promotion, offer, or other discount. No credits or refunds will be issued for any reason after Rewards Dollars have been redeemed, including for unused Rewards Dollars, except as described in "Returns" below. Rewards Dollars can be used against product cost and shipping cost only. For orders with multiple items, Rewards Dollars will be applied across all items proportionally based on the dollar amount. Wayfair may apply other restrictions to or terminate the Reward Program at any time.

## **Returns**

If you return an item that was purchased in whole or in part using Rewards Dollars, the return will be processed in accordance with Wayfair's return and exchange policy. If the return is accepted by Wayfair, the Rewards Dollars applicable to the returned item will be credited back to your account.

## **Rewards Dollars Balance**

You can check your Rewards Dollars balance at any time by logging in at "My Account". A valid email address and password are required to view the Rewards Dollars balance in your account. Wayfair is not liable for any failure, delay or error in crediting Rewards Dollars to an account. You are responsible for all activity occurring in or through your account, including the redemption of Rewards Dollars, whether or not the activity was

authorized.

## Expiration

Rewards Dollars not used during the applicable Redemption Period will be forfeited. You may cancel Rewards Dollars by calling (800) 508-1737 and/or sending an email to [service@wayfair.ca](mailto:service@wayfair.ca), but members recognized on any of the participating Sites are unable to opt-out of the program.

## Non-Transferability and Non-Aggregation of Rewards Dollars

Rewards Dollars and any other right, obligation or benefit of the Rewards Program may not be transferred, assigned, sold, traded or bartered by any member or any other person without Wayfair's prior written consent, which Wayfair may withhold in its sole discretion, and any attempt to do any of the foregoing shall be null and void. In addition, Rewards Dollars are for the member's personal use only. Members may not aggregate Rewards Dollars from multiple accounts or use Rewards Dollars for the purpose of purchasing products from the participating Sites on behalf of others or for the purpose of reselling such products to others.

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# Wayfair.ca Gift Card Terms and Conditions

Last Updated: August 3, 2022

The following terms and conditions (the "Terms") apply to any Wayfair gift card originally purchased by you or someone on your behalf (the "gift card") through one of the Wayfair websites. Gift cards are issued by SK Retail, Inc. (referred to hereafter as either "Wayfair," "Perigold," "AllModern," "Birch Lane," "Joss & Main," "we," "us," or "our"). By purchasing a gift card, accepting and retaining a gift card, or using a gift card, you agree to these Terms.

- Gift cards do not expire.
- Gift cards are valid in the country and currency in which they were purchased. Gift cards purchased on Wayfair.com, AllModern.com, BirchLane.com, JossandMain.com, or Perigold.com can be used interchangeably. Gift cards purchased on Wayfair.ca can only be redeemed on Wayfair.ca. Gift cards purchased on Wayfair.co.uk can only be redeemed on Wayfair.co.uk. Gift cards purchased on Wayfair.de can only be redeemed on Wayfair.de.
- Gift cards cannot be used to purchase gift cards.
- Gift cards are not redeemable for cash and cannot be returned for a cash refund, except to the extent

required by law.

- Gift cards are not re-sellable, and gift card orders cannot be cancelled, updated or refunded.
- E-gift cards may not be redeemable for up to 4 hours on weekdays, and up to 12 hours on weekends.
- Use of the gift card is limited to the amount of funds held on the gift card. The full amount of each purchase, including taxes, will be deducted from the funds held on the gift card, up to the total funds available on the gift card. Any unused balance will be placed in the recipient's gift card account and is not transferable. If you make a purchase and there are insufficient funds held on the gift card to cover that purchase, you must pay the difference by a valid credit card or debit card.
- The risk of loss and title for gift cards pass to the purchaser upon our electronic transmission to the purchaser. We are not responsible for and will not replace lost or stolen gift cards. Protect your gift card as if it were cash and safeguard the gift card from unauthorized use.
- Wayfair may provide gift card purchasers with information about the redemption status of gift cards.
- Wayfair reserves the right to change these Terms from time to time in its discretion. Such revised terms will be effective as to any gift cards purchased after the date said revised Terms are posted to the Wayfair websites.
- Resale of a gift card or use for unauthorized advertising, marketing, sweepstakes or other promotional purposes is strictly prohibited. Your right to use the funds on the gift card is a limited right, subject to these Terms and applicable law. We are not responsible for pricing, typographical, or other errors, in any offer and reserve the right to cancel any orders resulting from such errors.
- If we suspect any fraud or misuse in connection with a gift card, we reserve the right in our discretion to suspend or terminate use of the gift card.
- The consideration paid for the gift card, including any unredeemed balances, is the property of Wayfair.
- We do not currently collect or maintain any personally identifiable information regarding the purchasers of the Cards. However, we reserve the right to obtain personal information about you in accordance with the privacy policy found [here](#) if such information is necessary to service the Card or respond to your inquiries or for other purposes.
- If any one or more of the covenants, agreements, provisions or terms of these Terms shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of these Terms shall in no way affect the validity or enforceability of the other provisions of these Terms.
- These Terms sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by these Terms. All terms and conditions set forth herein are applicable to the extent permitted by law.

