

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 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, 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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