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## Privacy Policy

Last Updated: 6 June 2024

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We care about our customers and know that your privacy is important to you. This Privacy Policy is our way of explaining how we collect personal information, why we need it, and how we use it.

Please see our [Privacy Snapshot](#) below for an overview of our privacy practices.

### **Scope of this Policy**

This Privacy Policy applies to your use of our websites (the "Sites") and our mobile applications (the "Apps" together with the Sites, the "Services") operated by Wayfair LLC and Wayfair Stores Limited, including our

brands Wayfair, Joss & Main, AllModern, Birch Lane, and Perigold ("Wayfair", "we," or "us").

This Privacy Policy also applies to the personal information you provide to us through other interactions and correspondence. This could be, for example, when you share your information with our service representatives (e.g. a customer service agent, design professional, or an installation or assembly pro), through any of our marketing programs, or send us a letter, email or chat. [Back to Top](#)

## Personal Information We Collect

### Information you provide to us:

- **Your contact details and account data** if you establish an online account with us (such as your name, email address, postal address, phone number and password).
- **Additional profile information** you may choose to provide (such as date of birth, gender, location and preferred language). We may also ask you to provide additional information to identify yourself such as a government issued ID number if you do not have an account with us (e.g. when making or returning purchases at our brick-and-mortar stores in the United States).
- **Your payment information** if you make a purchase via the Services. We use third-party payment processors, such as Stripe, to process your payments. These third parties will collect the information necessary to effectuate your transaction with us, such as credit/debit card number, security/CVV code, and expiration date. Our payment processors may handle your payment information in accordance with their own privacy policies. Wayfair does not have access to your full payment information.
- **Tax-related information**, such as your Social Security number or your entity identification number or your VAT registration number (or similar), if you (i) participate in our product review programme or (ii) are a B2B customer. We will use this information to prepare your Form 1099 and other tax-related documentation related to the product review programme, verify your business if you are a B2B customer, and to provide B2B customers with tax compliant invoices.
- **Your financing information** if you apply for financing solutions, such as our co-branded credit card or installment payment offering. As part of your application, we may collect information such as Social Security number, date of birth, and income. Our financing solutions are offered by third-party providers, such as Citibank. Your personal information will be used by these financing providers in accordance with their own privacy policies.
- **Your communications and contact history with us** (such as service call recordings, chat and instant messages, or communications with our social media channels).
- **Other information you choose to provide** (such as product reviews, forum posts, survey responses, participation in promotions, and other user-generated content, including, but not limited to, images you upload).

Where applicable, we may indicate whether and why you must provide us with your personal information, as well as the consequences of failing to do so. For example, it may be necessary for you to disclose certain personal information in order for us to provide the Services to you.

### Subject to our Cookie Policy, we may automatically collect information from your use of the Services:

- **Purchase history and saved items** (such as what you bought, what you've placed in or removed from your basket, or what items you've saved).
- **Log data and device information** (such as details about how you've used the Services, IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, location data, and page/product views or clicks).

- **Geo-location information** (such as IP address, browser information, or mobile GPS information).

We use cookies and similar technologies (such as web beacons and local storage technologies) to collect such data. Please see our [Cookie Policy](#) for more information.

**Information we may collect from third parties**, including third party services (for example if you link, connect, or login to the Services with your Google, Facebook, Instagram, or Twitter accounts or choose to participate in one of our marketing programs) or other sources (such as your contacts who want to invite you to use the Services or brands we partner with):

- **Contact details** (such as your name, email address, postal address and phone number).
- **Social media profile information** publicly available on your social media account (such as your Twitter or Instagram handle, profile description, posts tagging @wayfair etc.).

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## How We Use Personal Information

We use personal information for the following purposes or as otherwise described at the time of collection:

**Providing and supporting our Services.** We use personal information to operate, maintain, and provide you with our Services. In particular, we will use personal information to perform our contractual obligation under our terms of use, such as to allow you to create an account and make purchases via the Services, facilitate financing solutions, and for us to take payment, deliver your purchases and process returns.

**Communicate with you about our Services.** It is in our legitimate business interests to use personal information to respond to your requests, provide customer support, and communicate with you about our Services, including by sending announcements, updates, security alerts, and support and administrative messages, and to administer surveys, sweepstakes and contests.

**Improve, monitor, personalise, and protect our Services.** It is in our legitimate business interests to improve and keep our Services safe for our users, which includes:

- Understanding your needs and interests, and personalising your experience with the Services and our communications.
- Troubleshooting, testing, and research, and keeping the Services secure.
- Investigating and protecting against fraudulent, harmful, unauthorised, or illegal activity.

**Research and development.** We may use personal information for research and development purposes in our legitimate business interests, including to analyse and improve the Services and our business, and to train our staff. As part of these activities, we may create or use aggregated, de-identified or other anonymised data from personal information we collect. We make personal information into anonymised data by removing information that makes the data personally identifiable to you. We may use this anonymised data and share it with third parties for our lawful business purposes, including to analyse and improve the Services and promote our business.

**Marketing and advertising.** We, our service providers, and our third-party advertising partners may collect and use personal information for the following marketing and advertising purposes:

- **Direct marketing.** We may send you direct marketing communications, by email or otherwise, as permitted by law. See [Your Privacy Rights and Choices](#) below for information on how to stop receiving direct marketing communications.
- **Interest-based advertising.** We engage our advertising partners, including third party advertising companies (such as Google) and social media companies, to display ads around the web. These companies may use cookies and similar technologies to collect information (including, subject to our Cookie Policy, the automatically-collected data described above) about your interactions over time across our Services, our communications, and other online services, and use that information to serve online ads that they think will interest you. This is called interest-based advertising. For more information, please visit our [Cookie Policy](#).

Except where consent is required, we undertake such marketing and advertising on the basis of our legitimate business interests. Where we seek your consent, you may withdraw your consent at any time.

**Compliance and protection.** We may use personal information in our legitimate business interests to enforce and comply with our terms and policies, and to defend us against legal claims or disputes including:

- Protecting our, your or others' rights, privacy, safety, or property (including by making and defending legal claims).
- Auditing our internal processes for compliance with legal and contractual requirements and internal policies.
- Enforcing the terms and conditions that govern the Services.
- Preventing, identifying, investigating, and deterring fraudulent, harmful, unauthorised, unethical or illegal activity, including cyberattacks and identity theft.

Some processing may also be necessary to comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities, and other legal obligations such as to keep records of transactions.

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## How We Share Personal Information

We share personal information with the following categories of recipients:

- Within Wayfair.
- Companies and individuals that help us deliver our products to you, such as suppliers, payment service providers, logistics professionals, gift card suppliers, repair and assembly providers, and delivery and freight companies.
- Professional service providers who help us run our business, such as marketing companies, software vendors and consultants.
- Advertising partners, including for the interest-based advertising purposes described above.
- Financing providers. By choosing to apply for a financing solution offered by a third-party financing provider, such as Citibank, you direct us to share certain personal information with that provider to facilitate your application. Your personal information will be used by that provider in accordance with their own privacy policy.
- Government and law enforcement agencies and private parties, as we believe in good faith to be necessary and appropriate to (i) comply with a legal process, subpoena, order, or other legal or regulatory requirement; (ii) enforce our terms of use or other policies; (iii) pursue available legal remedies or defend legal claims; or (iv) otherwise for the compliance and protection

purposes described above.

- Acquirers and other relevant participants in business transactions (or negotiations for such transactions) involving a corporate divestiture, merger, consolidation, acquisition, reorganization, sale or other disposition of all or any portion of the business or assets of, or equity interests in, Wayfair (including, in connection with a bankruptcy or similar proceedings).

We may anonymise your personal information and share such anonymised information with third parties for any purpose permitted by applicable laws.

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## **Blogs, Reviews, and Forums**

The Services may from time to time offer publicly-accessible blogs, reviews, or forums. Any information you provide in these spaces may be read, collected, and used by others who access them. To request removal of your information from blogs, customer reviews, or forums, please see [Your Privacy Rights and Choices](#) below. Please note that in some cases we may be unable to remove your information. [Back to Top](#)

## **Social Media Plugins**

The Sites and the Apps use social plugins, which allow you to interact with us through your Facebook, Instagram, Twitter and other social media accounts. If you visit a page on our Sites or Apps that contains such a plugin, your browser establishes a direct connection to that social media site's web servers. The content of the plugin is transmitted by the social media site directly to your browser and incorporated by the social media site into the Sites or Apps. By integrating the plugins, the social media site receives the information that your browser has accessed on the corresponding page of our Sites or Apps, even if you do not have an account or are currently not logged in to your account with us. We have no control over the extent and use of information that the social media site collects using this plugin.

If you interact with a social media plugin by, for example, clicking a "Like" button or leaving a comment, the corresponding information is also transmitted directly to the social media server and stored there. Depending on your settings, the information will also be posted on the social media site and displayed to your contacts or friends on the social media site. The social media site may use this information for the purpose of advertising, market research and tailor-made pages.

To understand what information social media sites collect when you interact with their plug-ins, please review their privacy policies. You may also have the option to change your settings in the social media site to prevent the collection of your information. [Back to Top](#)

## **Job Applicants**

When you visit the careers portion of our website, our [Candidate Privacy Policy](#) applies. [Back to Top](#)

## Investors

You may provide information to us when visiting the investors page of our website, such as your name and contact information. We use this information to communicate with you and respond to your requests. We may also use and share this information to provide improved administration of the website, and as otherwise necessary: (a) to comply with relevant laws or to respond to subpoenas or warrants served on us; (b) to protect and defend the rights or property of us or others; (c) in connection with a legal investigation; and/or (d) to investigate or assist in preventing any violation or potential violation of the law, this Privacy Policy or our terms of use. [Back to Top](#)

## Our Security Measures

We use appropriate technical and organisational safeguards designed to protect your information from unauthorised use, disclosure, and loss. We use encryption technology, including current industry-standard encryption protocols, to protect personal information in certain areas of our Sites during transmission across the Internet. We use PCI-compliant payment service providers. If you have questions about the security of your information, please contact us [here](#).

We encourage you to take reasonable measures to protect your password and your computer to prevent unauthorised access to your account. Remember to sign out of your account and close your browser window if you are using a shared computer in a public place. [Back to Top](#)

## Data Retention

We will keep your information for as long as you have an account or as long as we need it to fulfil the purpose for which it was collected or disclosed to you at the time of collection. We may also keep some of your information as required to meet legal or regulatory requirements, resolve disputes, prevent fraud or abuse, enforce our terms of use, or for other legitimate business purposes.

When we no longer have a need to keep your information, we will either delete it from our systems or anonymise it so that it no longer identifies you. [Back to Top](#)

## Children's Privacy

The Service is not directed to children, and we do not knowingly collect information from children under 16. If you are a parent or guardian and believe that we have information about your child, please contact us as described in the [Contact Us](#) section below. [Back to Top](#)

## California Minors

California residents under 18 years of age may have the personal information that they posted on the Sites deleted by sending an email to [DataProtectionOfficer@wayfair.com](mailto:DataProtectionOfficer@wayfair.com) and requesting deletion. [Back to Top](#)

## Your Privacy Rights and Choices

**Modify your account information.** If you have a Wayfair account, you can review and update certain account information by logging into your account. You may also contact us to request deletion of your account. If we delete your account, you will not be able to access it.

**Opt-out of marketing communications.** You can stop receiving direct marketing messages from us at any time by updating your preferences [here](#) or by clicking any "unsubscribe" link in any marketing message you receive from us. It may take up to 48 hours to process your request and update our systems. If you request that we stop sending you marketing messages, we will continue to send you administrative and service communications (such as order updates and other important or transactional information). 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 us to any name or email address not specified in your opt-out request.

**Online tracking opt-out.** You can opt out of the sale of or processing of your personal information for targeted advertising purposes and limit interest-based advertising as described on our [Your Privacy Rights and Choices](#) page.

**Personal information requests.** Depending on your location and the nature of your interactions with our Services, you may request the following in relation to your personal information:

- **Information** about how we have collected and used your personal information. We have made this information available to you without having to request it by including it in this Privacy Policy.
- **Access** to a copy of the personal information that we have collected about you. Where applicable, we will provide the information in a portable, machine-readable, readily-usable format.
- **Correction** of personal information that is inaccurate or out of date.
- **Deletion** of personal information that we no longer need to provide the Services or for other lawful purposes.
- **Additional rights**, such as to **object** to and request that we **restrict** our use of your personal information, and where applicable, you may **withdraw** your consent.

To exercise the above rights:

- Fill out the [Privacy Rights Request Form](#).
- Visit our "[Your Privacy Rights & Choices](#)" page.
- Contact us at [DataProtectionOfficer@wayfair.com](mailto:DataProtectionOfficer@wayfair.com) or at the addresses provided in the [Contact Us](#) section below.

Prior to responding to your requests, we may verify your identity by matching any requested identifying information you provide against the information we have about you. Depending on your jurisdiction, you may designate an authorised agent to make a request on your behalf. We will require the authorised agent to have a written authorization confirming that authority.

Wayfair will never discriminate against you for exercising any of these rights, but you may lose access to certain functionality or the ability to interact with certain programmes or offers due to changes in the personal information Wayfair has access to after complying with your privacy requests.

**Right to complain.** You may have the right to lodge a complaint with our lead data protection authority in the EU, the Irish Data Protection Commissioner (<https://www.dataprotection.ie>) or with the data protection authority where you reside. Residents of the UK may choose to make their complaint to the Information Commissioner's Office (<https://ico.org.uk>).

**Limits on your choices.** In some instances, your choices may be limited, such as where fulfilling your request would impair the rights of others, our ability to provide a service you have requested, or our ability to comply with our legal obligations and enforce our legal rights. If you are not satisfied with how we address your request, you may submit a complaint by contacting us as provided in the [Contact Us](#) section below.

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## Information for Visitors from Outside of the United States

Wayfair is headquartered in the United States. We may transfer your personal information to our affiliates and service providers in the United States and other jurisdictions. Please note that data protection laws of the United States and other jurisdictions may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the laws in your country.

When we engage in cross-border data transfers, we will ensure that relevant safeguards are in place to afford adequate protection for personal information, and we will comply with applicable data protection laws. For example, where our Service targets individuals in the European Economic Area, Switzerland or the United Kingdom, we may rely on an EU Commission or UK government adequacy decision or on contractual protections for the transfer of personal information. For more information about how we transfer personal information internationally, please contact us as set out in the [Contact Us](#) section below. [Back to Top](#)

## Changes to this Privacy Policy

We may change this Privacy Policy from time to time, including to reflect new ways that we process your information. When we post modifications to this Privacy Policy, we will revise the "Last Updated" date at the top of this page. The modified Privacy Policy will be effective immediately upon posting on the Services. [Back to Top](#)

## Contact Us

Wayfair LLC is the entity responsible for your personal information, unless you're a user of our Sites or Apps based in Europe in which case Wayfair Stores Limited is the data controller of your personal information.

Please don't hesitate to contact us at [DataProtectionOfficer@wayfair.com](mailto:DataProtectionOfficer@wayfair.com), or in writing at:



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

or

Attn: Data Protection Officer  
Wayfair Stores Limited  
Wayfair House  
Tuam Road  
Galway, Co. Galway  
Ireland

If you are based in the UK, you may contact us at:

Attention: Legal Department  
Wayfair Stores Limited  
Angel House, 338 Goswell Rd, L4  
London England EC1V 7LQ

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## Privacy Snapshot

Here is a high-level snapshot of our privacy practices, but you need to read the entire Privacy Policy for complete information.

| <b>Data Categories Collected</b>  | <b>How We Collect</b>   | <b>Primary Purposes of Processing</b>  | <b>Key Disclosures</b>                   | <b>Can You Limit Sharing?</b> |
|---|---|--|--|-------------------------------|
| Identifiers such as a real name, Internet Protocol address, email address, or other similar identifiers | When you visit or use our Services; from third-party sites and services | To provide our Services; to improve, monitor, and personalise our Services; to communicate with you; | Service providers<br>Financing providers | No                            |

|   |   |  |  |     |
|---|---|--|--|-----|
|   |   | for marketing and advertising  | Advertising partners                     | Yes |
| Personal information categories listed in the California Customer Records Statute (e.g., name, contact details)             | When you visit or use our Services; from third-party sites and services | To provide our Services; to improve, monitor, and personalise our Services; to communicate with you; for marketing and advertising | Service providers<br>Financing providers | No  |
|   |   |  | Advertising partners                     | Yes |
| Commercial information, including but not limited to records of products or services purchased                              | When you visit or use our Services                                      | To provide our Services; to improve, monitor, and personalise our Services; to communicate with you; for marketing and advertising | Service providers                        | No  |
|   |   |  | Advertising partners                     | Yes |
| Internet or other electronic network activity information, including but not limited to browsing history and search history | When you visit or use our Services                                      | To improve, monitor, and personalise our Services; for marketing and advertising   | Service providers                        | No  |
|   |   |  | Advertising partners                     | Yes |
| Inferences drawn from information to create a profile about your behaviour, preferences, etc.                               | When you visit or use our Services; from third-party sites and services | To improve, monitor, and personalise our Services; for marketing and advertising   | Service providers                        | No  |
|   |   |  | Advertising partners                     | Yes |
| Geolocation data  | When you visit or use our Services                                      | To improve, monitor, and personalise our Services; for marketing and advertising   | Service providers                        | No  |
|   |   |  | Advertising partners                     | Yes |
| Sensitive information   | When you visit or   | To provide our Services  | Service                                  | No  |

|  |                  |  |                                     |  |
|--|------------------|--|-------------------------------------|--|
|  | use our Services |  | providers<br>Financing<br>providers |  |
|--|------------------|--|-------------------------------------|--|

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# Terms and Conditions of Use and Sale

Last Updated 28 February 2022

The following terms govern your use the website wayfair.ie (being the "Site").

PLEASE READ THE FOLLOWING TERMS OF USE AND SALE INCLUDING THE WARRANTIES AND DISCLAIMER SECTIONS CAREFULLY BEFORE USING THIS SITE AND/OR SUBMITTING AN ORDER. By using this Site and submitting an order, you agree to the following terms of use and sale (the "Terms of Use and Sale") and our [privacy policy](#). If you do not agree to these terms, you may not use this Site or submit an order. WAYFAIR STORES LIMITED ("Wayfair", "we" or "us") reserves the right to modify, alter, or update these Terms of Use and Sale from time to time. By accepting these Terms of Use and Sale, you agree to be bound by such modifications, alterations, or updates.

## 1. Terms of Use

### General

The information contained in this Site, including but not limited to the rules that govern the use of the Site, may be subject to change. The date of the latest change(s) to these Terms of Use and Sale is set out above at "Last Updated". Your use of the Site following any such change constitutes your agreement to follow and be bound by the rules, as changed. Any such change(s) will not affect the terms of sale applicable to orders accepted by us prior to the date of such change(s). [Back to Top](#)

### Copyright

All Site design, text, graphics, and the selection and arrangement thereof are the property of WAYFAIR STORES LIMITED, all rights reserved, or in the case of product material, all text and graphics are copyright protected by the original owner, all rights reserved. Permission is granted to you to copy electronically and to print in hard copy portions of this Site for the sole purpose of using this Site as an information resource (or of ordering goods or services and using this Site as a shopping resource). Any other use of materials on this Site-including reproduction for purposes other than noted above, modification, distribution, or reproduction-without the prior written permission of WAYFAIR STORES LIMITED is strictly prohibited. [Back to Top](#)

## Trademarks

The Wayfair.ie Site and Wayfair.ie mark and logo are service marks of WAYFAIR STORES LIMITED. All other trademarks, product names and company names or logos cited herein or on the Site are the property of their respective owners. [Back to Top](#)

## Links to Other Websites

We make no claim or representation, and accept no responsibility, regarding the quality, nature, or reliability of any external or third party sites accessible by hyperlinks from this Site, or any external or third party sites linking to this Site. [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. You also 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, edit or delete any User Content and/or to terminate any user's access to the Sites for any reason.** Wayfair takes no responsibility for User Content. [Back to Top](#)

## **Social Media Tag Usage**

BY USING #WAYFAIRATHOME, @WAYFAIR AND ANY OTHER SIMILAR SOCIAL MEDIA TAG IN ANY WAY RELATED TO ANY OF THE SITES, 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, defamatory, 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, state, national or international laws, rules or regulations; (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](#)

## **Warranties and Disclaimers: Use of this Site**

We intend for the information and data contained in the Site or provided via other channels, including but not limited to phone and email, to be accurate and reliable, however, since the information and data have been

compiled from a variety of sources, it is provided "AS IS" and "AS AVAILABLE". You expressly agree that your use of this Site is at your sole risk. WE, SOLELY TO THE EXTENT THAT ANY SUCH WARRANTIES CAN BE EXCLUDED IN ACCORDANCE WITH APPLICABLE LAW, EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, RELATING TO AVAILABILITY OF THE SITE OR TO INFORMATION AND DATA CONTAINED IN OR REFERENCED BY THIS SITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND/OR CONDITIONS, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITIONS OF COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. [Back to Top](#)

### **Limitation of Liability: Use of this Site**

IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, 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 SITE 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 SITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, EXCEPT WHERE LIABILITY CANNOT BE EXCLUDED IN ACCORDANCE WITH APPLICABLE LAW.

NOTHING IN THESE TERMS OF USE SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR ANY LIABILITY WHICH CANNOT LEGALLY BE EXCLUDED OR LIMITED.

You hereby acknowledge that the preceding paragraph shall apply to all information or data available from us through the Site or other channels. [Back to Top](#)

### **Governing Law**

The Site is operated by us from our offices in Galway, Ireland. These terms of use and any non-contractual obligations arising from them or in relation to them shall be governed and construed in accordance with the laws of Ireland and you can bring legal proceedings in respect of any claim arising out of or in connection with these terms (including non-contractual disputes) in the Irish courts.

We make no representation that the information in the Site is appropriate or available for use in other locations, and access to the Site from territories where the content of the Site may be illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

These terms of use include certain rights, benefits and remedies (together, the "Beneficiary Rights") for our distributors, subsidiaries and affiliates (together, the "Third Party Beneficiaries"). In respect of the Beneficiary

Rights: (i) we enter into these terms of use on our own behalf and as agent for the Third Party Beneficiaries; and (ii) we shall be entitled to enforce and/or pursue any claim for and on behalf of any Third Party Beneficiary ("Beneficiary Claim"). If for any reason we are unable to enforce and/or pursue a Beneficiary Claim then for the purposes of these terms of use all losses, liabilities, damages, costs, claims, charges and/or expenses ("Losses") of the applicable Third Party Beneficiary shall be treated as our Losses and shall be recoverable by us as if such Losses were our own. We may amend, terminate or rescind these terms of use (subject to their terms) without the consent of any Third Party Beneficiary.

Use of this Site constitutes acceptance of our Terms of Use. [Back to Top](#)

## 2. Terms of Sale

The following sets out the terms and conditions upon which we supply products to you. Where you are buying products as a consumer, nothing in these terms and conditions affects your legal rights, and we have a legal duty to supply products that conform to the contract between us. Further information regarding your legal rights can be found on the Citizens Information website at [www.citizensinformation.ie](http://www.citizensinformation.ie).

### Order Acceptance

If we accept your order, we will send you a confirmation of this by email. The receipt of an email order confirmation by you constitutes our acceptance of an order and the conclusion of a contract between us to sell the goods you have ordered, subject to these terms (the "Contract"). You should retain that email for your records. Whereas, following such acceptance, we will always seek to meet the requirements of your order, there may be circumstances following confirmation where we are unable to ship products due to unavailability (of which we were not aware at the time of confirmation of the order). If that is the case, we will notify you as soon as possible and will refund the money for the unavailable products back onto your card or into your account. If the payment process has not begun at that time, the money for such products will not be taken out of your account or from your card. Our acceptance does not therefore guarantee and is subject to the availability of products following the receipt of the confirmation email by you. [Back to Top](#)

### Our products

Prices and availability of products on the Site are subject to change without notice. While we endeavour not to make any errors on the Site and to ensure that the descriptions, details and dimensions of our products, our prices and other information about us or our products, are accurate and up to date, errors can occur. Errors will be corrected when discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions (including after an order has been submitted). If we identify an error that materially impacts your confirmed order, we will notify you as soon as possible and will provide you with the option of cancelling your order in full or the part(s) of your order affected by the misinformation. If you make such a cancellation, the money for the cancelled part of your order will be refunded to your account or onto your card (or will not be taken at all if the payment process has not begun at that time). This in no way restricts or limits your ability to return the goods in line with our returns policy. [Back to Top](#)

## Prices and Payment

The price of the product will be as shown on the order pages when you place your order. Payment for the product is required on dispatch. If items are shipped in instalments, payment may be taken in instalments as each product is dispatched (but will not exceed the order total). Where payment has not been received, we are under no obligation to deliver the product to you. Our invoice(s) for the price of the products you purchase are set out in the email order confirmation we send to you. You can also review and print these invoices at any time by logging in to "[My Account](#)" section of the Site. You should retain copies of the invoices for your records. [Back to Top](#)

## Klarna Payment Option

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment option. Payment is to be made to Klarna:

### Pay Later in 3 instalments

Pay Later in 3 instalments: Pay later in 3 will allow you to spread the cost of your purchase over 3 equal payments. The payment for each instalment will automatically be collected from the debit or credit card you entered at checkout. Your first instalment will be collected when your order is confirmed by the merchant and instalments 2 and 3 are scheduled 30 and 60 days later, respectively. You can find the terms and conditions for Pay Later in 3 instalments [here](#).

The payment method Pay later is only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on [klarna.com](http://klarna.com). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarna's privacy statement. [Back to Top](#)

## Delivery

Typical methods and costs of delivery are as shown [here](#) under the "Delivery Information" tab and are confirmed at checkout. We will give you an estimated date for delivery, and we will endeavour to deliver any products ordered within the estimated period and will deliver your order within 30 days of the Contract date unless otherwise agreed with you as stated in our email order confirmation (see Order Acceptance, above). Please note that some products require a signature as proof of delivery.

Delivery may be delayed due to circumstances outside of our control. If this occurs, we will notify you as soon as possible and take steps to minimise the effect of the delay. We shall have no liability for delays.

In the event of a failed delivery to you, our courier may re-attempt delivery, leave your delivery with a neighbour or in a safe place outside of your home or leave you a card or contact you to re-arrange delivery. In such event, we may charge you for storage costs and further delivery costs. If we are unable to contact you to re-arrange



delivery, we may end the Contract. [Back to Top](#)

## Risk and Ownership

You will be responsible for the products from the time we deliver the products to you at the stipulated delivery address. You will own a product once we have received payment in full for that product. [Back to Top](#)

## Right to Cancel

You have certain rights to cancel your Contract as set out below and in our [Returns Policy](#). Your rights depend upon what you have bought, the reason for your return and when you decide to end the Contract. If you have taken advantage of any manufacturer's warranty applicable to the product you have bought you may have rights under that warranty which you should direct to the manufacturer.

You may cancel the Contract at any time within fourteen (14) days, beginning on the day after you received the products. In this case, you will receive a full refund of the price paid for the products but are responsible for the cost of returning the products.

To cancel the Contract, you must inform us in writing. You must also return the products to us immediately, in the same condition in which you received them, and at your own cost and risk and in accordance with our Return Policy. You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

To exercise the right to cancel, you must inform us of your decision to cancel the Contract with us by making a clear statement. The easiest way to do this is to contact us at [service@wayfair.ie](mailto:service@wayfair.ie). You may use the following model cancellation form but you are not required to do so:

| Model Cancellation Form  |
|--|
| To: Wayfair Stores Limited, Wayfair House, Tuam Road, Galway Co. Galway  |
| E-mail address: <a href="mailto:service@wayfair.ie">service@wayfair.ie</a>   |
| I/We(*) hereby give notice that I/We(*) cancel from my/our (*) contract of sale of the following goods(*)/for the provision of the following service*, |
| Ordered on(*) / received on(*)   |
| Name of consumer(s),   |
| Address of consumer(s),  |
| Signature of consumer (only if this form is notified on paper)   |

Date

(\* Please delete if not applicable)

This provision does not affect your other statutory rights as a consumer.

Certain orders may constitute improper use of our Site and "Wayfair Rewards." We reserve the right, at our sole discretion, to refuse or cancel any Contract for any reason. Payment will not be taken, or will be refunded, for any refused orders. Your account, including Wayfair Rewards, may also be restricted or terminated for any reason, at our sole discretion, if you have breached these Terms of Use and Sale or any other policy or terms of use relating to the Site or if you have otherwise misused the Site. Verification of certain information may be required prior to the acceptance of any order. An order may not be accepted if such information is not forthcoming from you following such a request. [Back to Top](#)

#### **Warranties and Disclaimers: Sale of Goods**

We are under a legal duty to supply products that are in conformity with the Contract and, where you buy as a consumer, you have certain rights, including legal rights relating to faulty or misdescribed goods which apply in addition to our Returns Policy.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products. This does not affect your legal rights where you buy as a consumer, nor does it affect your rights to cancel any Contract under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (as amended). [Back to Top](#)

#### **Limitation of Liability: Sale of Goods**

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these Terms of Sale. IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR SUBSIDIARIES BE LIABLE TO YOU UNDER ANY CONTRACT FORMED UNDER THESE TERMS OF USE AND SALE:

1. WHERE YOU ARE A BUSINESS, TO ANY BUSINESS FOR ANY LOSS OF REVENUE, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR BUSINESS OPPORTUNITY, OR ANY INJURY TO BUSINESS REPUTATION; OR
2. ANY LOSSES THAT ARE NOT REASONABLY FORESEEABLE BY BOTH OF US AT THE TIME OF THE CONTRACT.

WHERE YOU BUY AS A CONSUMER, THESE TERMS OF USE AND SALE AND OUR RETURNS POLICY WILL NOT AFFECT YOUR RIGHTS UNDER LAW WHICH CANNOT BE OTHERWISE EXCLUDED. FOR MORE INFORMATION CONTACT YOUR LOCAL CITIZENS INFORMATION CENTRE.

WHERE YOU ARE A BUSINESS, NOTHING IN THESE TERMS OF SALE SHALL EXCLUDE OR LIMIT OUR LIABILITY IN A MANNER WHICH IS NOT LEGALLY PERMISSIBLE.

WHERE YOU BUY AS A CONSUMER, NOTHING IN THESE TERMS OF SALE SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR ACT OR OMISSION, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR BREACH OF YOUR LEGAL RIGHTS IN RELATION TO THE PRODUCTS.

You hereby acknowledge that the preceding paragraph shall apply to all products or services you buy from us through the Site or other channels. [Back to Top](#)

### **Disputes: Sale of Goods**

If you have any issue regarding a product or service you have bought from us, you can seek to settle the dispute out-of-court through an Alternative Dispute Resolution or Online Dispute Resolution (ADR / ODR) procedure. These procedures are an alternative to resolving disputes by arbitration or before a court and as such they are called Alternative Dispute Resolution (ADR). When they are carried out online, they are called Online Dispute Resolution (ODR).

Resolving disputes through ADR/ODR, in general, is easier, faster and less expensive than resolving disputes before a court. Under the EU-wide ODR Regulation, the European Commission has established a European Online Dispute Resolution platform (ODR platform). The ODR platform is a web-based platform that is specifically designed to help consumers who have bought goods or services online and subsequently have a problem with that online purchase. It allows you to submit your contractual dispute and conduct the ADR procedure online and in any of the 23 official languages of the European Union.

The ODR platform is accessible here: <https://ec.europa.eu/odr>. [Back to Top](#)

### **Our Details**

Registered Name: WAYFAIR STORES LIMITED

Registered at: WAYFAIR STORES LIMITED, Wayfair House, Tuam Road, Galway Co. Galway, Ireland

Company Registration No.: IE457604

VAT No: IE9685420B

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### **Governing Law**

These Terms of Sale and any contractual or non-contractual obligations arising from them or in relation to them shall be governed and construed in accordance with the laws of Ireland and you can bring legal proceedings in respect of any claim arising out of or in connection with these terms (including non-contractual disputes) in the Irish courts or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State. [Back to Top](#)

### **Third Parties**

These Terms of Sale include certain rights, benefits and remedies (together, the "Beneficiary Rights") for our subsidiaries (the "Third Party Beneficiaries"). In respect of the Beneficiary Rights: (i) we enter into these Terms of Sale on our own behalf and as agent for the Third Party Beneficiaries; and (ii) we shall be entitled to enforce and/or pursue any claim for and on behalf of any Third Party Beneficiary ("Beneficiary Claim"). If for any reason we are unable to enforce and/or pursue a Beneficiary Claim then for the purposes of these Terms of Sale all losses, liabilities, damages, costs, claims, charges and/or expenses ("Losses") of the applicable Third Party Beneficiary shall be treated as our Losses and shall be recoverable by us as if such Losses were our own. We may amend, terminate or rescind these Terms of Sale (subject to their terms) without the consent of any Third Party Beneficiary. [Back to Top](#)

## Wayfair.ie Gift Card Terms and Conditions

The following terms and conditions (the "Terms") apply to any Wayfair.ie gift cards originally purchased by you or someone on your behalf (the "gift card"). Gift cards are issued by WAYFAIR STORES LIMITED (referred to hereinafter as either "Wayfair", "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 are valid in the country and currency in which they were purchased.
- 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 canceled, updated or refunded.
- EGift 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. To the extent permitted by law, the original expiration date will apply to any unused balance.
- 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 web sites.
- 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, terminate, or reissue the gift card.
- We reserve the right to refuse to honor a gift card that is obtained from unauthorized sellers and resellers. We have the right to close an account and charge alternative payment methods if a fraudulently obtained gift card is added and/or used to make or attempt purchases.
- The consideration paid for the gift card, including any unredeemed balances, is the property of Wayfair.
- We may collect or maintain personally identifiable information regarding the purchasers and users of gift cards in accordance with the privacy policy found [here](#).
- 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.

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