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## Privacy Policy

Last Updated: June 6, 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, mailing 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 program 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 program, 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 cart, 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, mailing 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, personalize, 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 personalizing your experience with the Services and our communications.
- Troubleshooting, testing, and research, and keeping the Services secure.
- Investigating and protecting against fraudulent, harmful, unauthorized, or illegal activity.

**Research and development.** We may use personal information for research and development purposes in our legitimate business interests, including to analyze 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 anonymized data from personal information we collect. We make personal information into anonymized data by removing

information that makes the data personally identifiable to you. We may use this anonymized data and share it with third parties for our lawful business purposes, including to analyze 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, unauthorized, 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 anonymize your personal information and share such anonymized 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 organizational safeguards designed to protect your information from unauthorized 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 unauthorized 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 fulfill 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 anonymize 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 authorized agent to make a request on your behalf. We will require the authorized 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 programs 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>
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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 personalize our Services; to communicate with you; for marketing and advertising	Service providers Financing providers	No
			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 personalize our Services; to communicate with you; for marketing and advertising	Service providers 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 personalize 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 personalize our Services; for marketing and advertising	Service providers	No
			Advertising partners	Yes
Inferences drawn from information to create a profile about your behavior, preferences, etc.	When you visit or use our Services; from third-party sites and services	To improve, monitor, and personalize our Services; for marketing and advertising	Service providers	No
			Advertising partners	Yes
Geolocation data	When you visit or	To improve, monitor,	Service	No

	use our Services	and personalize our Services; for marketing and advertising	providers	
			Advertising partners	Yes
Sensitive information	When you visit or use our Services	To provide our Services	Service providers Financing providers	No

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## Terms of Use

Last Updated: December 29, 2023

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.

You are responsible for all activities that occur under your account on the Sites, and for establishing security procedures for maintaining the security and confidentiality of passwords associated with your account. You may not share your account or password with anyone, and you agree to (1) notify Wayfair immediately of any unauthorized access to or use of your password or any other breach of security; and (2) exit from your account at the end of each session on the Sites. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. [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](#)

## Product Reviews, Social Media, and other User-Generated Content

From time to time, the Sites permit the submission of content, such as comments, photographs, text, graphics, moving images, sound, illustrations, blogs and product reviews, or any content or information that you publish

through social media and permit us to feature by your use of the Wayfair Social Tags (as defined herein) or general written consent, whether generated by you and other users (in each case, "**User Content**"). User Content is governed by these Terms.

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. You acknowledge that you will not be paid for Wayfair's use of your User Content.

By submitting User Content directly or by using the Wayfair Social Tags (as defined herein), you represent and warrant to Wayfair that: (i) you have used and are personally familiar with the product that is the subject of your User Content, (ii) your User Content is accurate, honest, and reflects your opinion, (iii) your User Content contains clear and conspicuous disclosures if your User Generated Content is submitted as a result of a sweepstakes entry or gift from Wayfair, (iii) 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, (iv) 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 (v) your User Content does not violate *Wayfair's Acceptable Use Policy* set forth below; (vi) and that you will indemnify Wayfair for all claims resulting from User Content that you supply.

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, adapt, translate, reformat, publish, 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: (i) to Wayfair the right to use the name and social media user profile associated with your User Content, and (ii) to 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. We may display your User Content or create and display derivative works, including but not limited to advertisements, from your User Content on pages or mediums where your User Content may be viewed by you or others, and we may use your User Content or the created derivative works to advertise, market and promote Wayfair or the Sites.

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 and assumes no liability for User Content. To the extent that User requires that User Content must be taken down due to third party copyright claims, please review our [Copyright Policy](#). [Back to Top](#)

## Social Media Tag Usage

When you tag us, we may want to share the User Content that you post.

BY USING #WAYFAIRCAHOME, #WAYFAIRATHOME, #WAYFAIR, #SHAREWITHWAYFAIR, #WAYFAIRFINDS, #YESALLMODERN, @PERIGOLD, #PERIGOLDDDESIGN, #MYBIRCHLANE, @BIRCHLANE, #MYJOSSANDMAIN, @JOSSANDMAIN, #AMCOMMUNITY, @ALLMODERN, OR @WAYFAIR AND ANY OTHER SIMILAR SOCIAL MEDIA TAG IN ANY WAY RELATED TO ANY OF THE SITES (THE "WAYFAIR SOCIAL TAGS"), 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), TEXT, GRAPHICS, MOVING IMAGES, SOUND, AND ILLUSTRATIONS, OR ANY OTHER MATERIALS 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.

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## 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) submit any User Content containing minors' likenesses that does not comport with relevant laws, rules, and regulations (iii) 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; (iv) use the Sites to harm any person or entity, including Wayfair; (v) 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; (vi) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Sites; (vii) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail or any other form of solicitation; (viii) 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; (ix) intentionally or unintentionally violate any applicable local, state, 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; (x) collect, store or use personal information about other users of the Sites without their consent; (xi) 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; (xii) 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 (xiii) 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](#)

## Product Orders

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. However, by confirming your purchase at the end of the checkout process, you agree to accept and pay for the products as well as the shipping and handling charges and applicable taxes. The sales tax is based on the applicable province tax rates as well as the shipping and/or service location of your order. Please consult a tax professional for more information regarding the applicable sales tax on your 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 14 TO USE THE SITES. By using the Sites, you affirm that you are over age 14. If you are under age 14, 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: March 31, 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 Angi, 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: December 29, 2023

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"). Gift cards are issued by SK Retail, Inc. in the State of Massachusetts (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 canceled, 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, 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.

