# Contents


- Privacy Policy
- Terms of Use
- Perigold's Copyright Policy
- Home Services
- Perigold Rewards Program Terms
- Perigold Gift Card Terms and Conditions
- Becoming a Supplier
- Contact Us
- How Will My Order Ship?
- When Will My Order Arrive?
- Free Shipping?
- International Shipping


# Privacy Policy

Last Updated: December 31, 2019

Effective: January 1, 2020.

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

## Scope of Application

This Privacy Policy applies to your use of our websites and mobile websites (together, the "Site") and our mobile applications (together, the "App," and together with the Site, the "Service"). The Service includes websites and mobile applications operated by Wayfair LLC and its affiliated brands, including Wayfair.com, Joss & Main, AllModern, Birch Lane and Perigold ("Wayfair", "we" or "us"). If you visit another website or mobile application, including another Wayfair website or mobile application, the privacy policy of that website or mobile application will apply. Please review the privacy policy of that website or mobile application to understand how that website or mobile application operator processes your information.

This Privacy Policy also applies to the information you provide to us after being presented with or directed to

this Privacy Policy. 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) or send us a letter, email or chat.

Before submitting information to the Service, please review this Privacy Policy carefully.

## Information We Collect and How We Use Your Information

There are three general categories of information we collect: (1) Information you give to us; (2) Information we automatically collect from your use of the Site or the App; (3) Information we collect from third parties.

We use your information in several different ways. What we do with your information depends on when we collect it and what we collect.

**Information you give to us**

- **Your name and contact details** (such as your email address, mailing address, phone number, and password)
- **Additional profile information** (such as date of birth, gender, location, and preferred language)
- **Your payment information** (such as your credit/debit card number, security/CVV code, and expiration date)
- **Your financing information** (such as social security number, date of birth, and income)
- **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** (such as product reviews, forum posts, survey responses, participation in promotions, and other user-generated content)

| **How we use information you give to us** | **Why we collect it** |
|---|---|
| Registration | We need your name and contact details to create your account. This information is necessary for the adequate performance of certain services and offerings on the Site and the App, and to fulfill our contract with you when you place an order. |
| Accept payment, fulfill orders, | We use your name and contact details to fulfill our contract with you and deliver your orders, and we use your |

| | |
|---|---|
| provide refunds | payment information to process payments and comply with applicable law. |
| Application for financing solutions offered by financing providers | We collect your financing information on behalf of the financing provider you choose and send the information to that financing provider to facilitate your application to financing products. |
| Sending you account information | We need your name and contact details to deliver important account information to you, such as order confirmations and notices, changes to account settings, and notices about the Site, the App, or the terms and policies that apply to them. |
| To offer an improved user experience | We use your communications and contact history with us, as well as other information such as additional profile information, to operate, protect, improve and optimize the Site and the App and to personalize and customize your experience. |
| Analytics, training and quality assurance | We may use information you provide to us to train our staff, improve our services and offerings, and perform other internal analytics and performance monitoring. |
| Communication, marketing and advertising | We may use information you provide to us to deliver and personalize our communications with you, or to administer referral programs, rewards, surveys, sweepstakes, contests or other promotional activities. |

**Information we automatically collect from your use of the Site or the App**

- **Purchase history and saved items** (such as what you bought and what you've placed in your cart or saved)
- **Log data and device information** (such as details about how you've used the Site or the App, 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)

- **Cookies and similar technologies** (such as web beacons, pixels, and mobile identifiers; to learn more about these technologies and how you can control them, see Our Cookie Policy)

| **How we use information we automatically collect** | **Why we collect it** |
|---|---|
| To provide customer service and process returns | We use your saved products to help you make a purchase, and we use your purchase history to uphold our contract with you and ensure that you've had a great customer experience. |
| To offer an improved user experience | We use your log data and device information to operate, protect, improve and optimize the Site and the App and to personalize and customize your experience. |
| To create and maintain a secure environment | We use automatically collected information to comply with applicable law and to measure the adequate performance of our contract with you. |
| Analytics, training and quality assurance | We may use automatically collected information to train our staff, perform internal analytics, detect and prevent fraud and improve our services and offerings. |
| Communication, marketing and advertising | We may use automatically collected information such as cookies and similar technologies to provide the most relevant advertising to you. |

**Information we collect from third parties,** including third party services (for example if you link, connect, or login to the Site or the App with your Google, Facebook, Instagram or Twitter accounts) or other sources (such as your contacts or brands we partner with)

- **Your name and contact details** (such as your email address, mailing address, phone number and password)
- **Social media handles** (such as your Twitter or Instagram handle)
- **Other information** (such as demographic data, fraud detection information and information about you

and your activities, experiences and interactions on and off the Site and the App)

| How we use information from third parties | Why we collect it |
|---|---|
| Registration and profile | We will use information from third party services if you register with us using another service, such as Facebook or Google, including Google's one-tap login service. Connecting to third-party applications or services is optional. If you create your account by connecting through another service, we will collect public information from that connected account to help complete your profile. |
| Communication, marketing and advertising | We may use information we collect or receive from third parties to deliver and personalize our communications with you, or to administer referral programs, rewards, surveys, sweepstakes, contests or other promotional activities. |
| Non-member referrals | We may obtain your information from a friend or other contact who wants to invite you to use the Site or App. We will use your information to facilitate your invitation and administer our referral program. |
| To create and maintain a secure environment | We may obtain your information from third party service providers and/or partners (e.g. identity verification services) and combine it with information we have about you for fraud prevention and risk assessment efforts. |

## When We Share Your Information

We share your information with the following categories of recipients as an essential part of being able to provide the Site, the App, the Service and related services and offerings, including customer service, to you:

- Wayfair Inc. subsidiaries and affiliates. Wayfair subsidiaries include CastleGate Logistics Inc. and SK Retail, Inc.
- Companies and individuals that help us deliver our products to you, such as suppliers, payment service providers, logistics professionals, and delivery and freight companies.

- Professional service providers who help us run our business, such as marketing companies, software vendors, consultants, and advertising partners.
- Companies approved by you, such as social media sites (if you choose to link your accounts to us) and payment processors or financing providers and card issuing banks if you choose to use their services or offerings.
- Government and law enforcement agencies, to (i) comply with a legal process, subpoena, order, or other legal or regulatory requirement; (ii) enforce our Terms of Use or other policies; or (iii) pursue available legal remedies or defend legal claims.

We share your information with third parties only as described in this Privacy Policy, with your consent, or as disclosed at the time we collect your information. We may anonymize your information and share such anonymized information with third parties for any purpose permitted by applicable laws.

## Financing Providers

If you chose to apply for a financing product offered by a financing provider, we collect some of your financing information on behalf of that provider. Once you have completed the application form, we send the data to the financing provider and delete it immediately from our systems, except for information we need to keep in order to provide services to you. We will not use your financing information for any other purpose.

## Our Cookie Policy

We use cookies when you visit our Site and App to analyze traffic, optimize performance and content and to provide an integrated and more personalized shopping experience for customers. Cookies are small text files that are stored by your Internet browser on your computer. While our cookies may change from time to time, we generally use the following types of cookies:

- **Functionality cookies,** which allow you to navigate the site and use our features.
- **Analytics cookies,** which allow us to measure, analyze and understand how our customers use the Site and to identify ways to improve both its functionality and your shopping experience. For example, we use Google Analytics to help us evaluate your use of the Site, to compile reports on website activity, and to provide other services related to website activity and internet usage. To learn how Google Analytics collects and processes data, please visit: “How Google uses information from sites or apps that use our services” located at www.google.com/policies/privacy/partners.
- **Customer preference cookies,** which help us remember your preferences (like your language or location) and make your experience more personalized to you.
- **Targeting or advertising cookies,** which allow us to deliver digital ads relevant to you. These types of cookies also limit the number of times that you see an ad and help us measure the effectiveness of our marketing campaigns. We use cookies to help us identify and retarget users who may be interested in

our products, services or offerings both on our Site and on third party websites. For example, we use proprietary technology to specifically target users by creating advertising material based on the users' previous behavior. To disable interest-based ads, please see Direct Marketing and Behavioral Advertising below.

You can prevent the use of cookies by changing the settings in your web browser so that (i) it does not accept new cookies, (ii) it informs you about new cookies, or (iii) it deletes all already received cookies. By deleting or disabling future cookies, your user experience may be affected and you might not be able to take advantage of certain functions of our Site (such as storing items in your Cart between visits, customizing your website experience, and making marketing messages more relevant).

We also use web beacons to help us identify your computer and evaluate user behavior, such as reactions to promotions. Web beacons are small GIF files that can be embedded in other graphics, emails, or similar. To prevent web beacons on our site, you can use tools such as AdBlock Plus. To prevent web beacons in emails, please set your mail program so that no HTML is displayed in messages.

## Direct Marketing and Behavioral Advertising

We may directly send you marketing communications and materials by email, postal mail and other channels to keep you informed of new products, promotions, and to provide other information we think may be of interest to you. You can stop receiving direct marketing messages from us at any time through your preferences here or by clicking any "unsubscribe" link in any marketing message you receive from us. Please note that it may take up to 48 hours to process your request and update our systems. Note that 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).

Please note that if you use more than one name or email address when communicating with Wayfair or using the Site of App, you may continue to receive communications from us to any name or email address not specified in your opt-out request.

We may also display tailored interest-based advertising on both Wayfair-owned and operated sites and unaffiliated sites. Interest-based ads, also sometimes referred to as personalized or targeted ads, are displayed to you based on information from activities such as purchasing on our sites, visiting sites that contain Wayfair content or ads, interacting with Wayfair tools, or using our payment services. We do this using a variety of digital marketing networks and ad exchanges, and we use a range of advertising technologies like web beacons, pixels, ad tags, cookies, and mobile identifiers, as well as specific services offered by some sites and social networks, such as Facebook's Custom Audience service.

We offer you choices about receiving interest-based ads from us. You can opt-out of certain interest-based ads that use our cookies by clicking here. You can also opt-out of receiving some third-party interest-based ads, or learn more about behavioral advertising, by visiting www.aboutads.info/choices or www.networkadvertising.org/choices. Please note that if you opt out of behavioral advertising, you will still

see advertisements - they will just not be tailored to your interests. Also note that deleting browser cookies can remove the cookie preferences you have made, so you may need to opt-out again in the future.

## Blogs, Reviews and Forums

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

## Our Security Measures

The security of your information is important to us. We use appropriate technical and organizational safeguards to protect your information from unauthorized use, disclosure, and loss. Encryption technology, including current industry-standard encryption protocols, is used to protect personal information in certain areas of our websites during transmission across the Internet. We use a PCI-compliant payment service provider over a secured network. 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 such as a library or an Internet cafe.

## Keeping Your Information

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 permissible 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.

## Children's Privacy

The Site, App and Service are not directed to children, and we do not knowingly collect information from children under 13. If you are a parent or guardian and believe that we have information about your child, please contact us here. To learn more about how to protect your child online, visit the FTC's www.OnGuardOnline.gov.

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

## Privacy Rights for California Residents

This privacy policy describes the categories of personal information we collect from you, the methods and business purposes of collecting such personal information, the categories of third parties with whom we may share it, and the rights you have regarding the personal information. California residents have the right to request that Wayfair disclose what personal information it collects, uses, discloses or sells. **Wayfair does not sell your personal information to third parties without your prior consent.** California residents also have the right to request the deletion of their personal information collected or maintained by Wayfair. If you wish to make a request for information or to delete your account, or for any questions about our privacy practices and compliance with California law, please contact us here or via email at DataProtectionOfficer@wayfair.com. You can also designate an authorized agent to make a request on your behalf. Prior to responding to your request, we will verify your identity by matching any requested identifying information you provide against the information we have about you. We will not subject you to discriminatory treatment as a result of your choice to exercise your privacy rights.

## Right to Removal of Posted Information--California Minors

If you are under 18 years of age, reside in California, and have a registered account with Wayfair, you have the right to request removal of unwanted information that you publicly post on the Service. To request removal of such information, you can contact Wayfair as provided below. Upon receiving such a request, Wayfair will make sure that the information is not publicly available on the Service, but the information may not be completely or comprehensively removed from our systems and databases.

## Visitors from Outside of the United States

The Service is hosted in the United States. If you are visiting the Service from outside the United States, your information may be transferred to, stored and processed in the United States in accordance with this Privacy Policy and applicable US laws. Please note that data protection and other applicable laws of the United States may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the data protection or consumer protection laws in your country. By using the Service, you consent to transfer of your information to our facilities as described in this Privacy Policy.

## Changes to this Privacy Policy

We may change this Privacy Policy from time to time 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 Service. If we make significant changes that affect your information, we will provide you notice of such changes through the Site, the App, by email, or some other means of contact. We encourage you to periodically review this page for the latest information on our privacy practices.

## How to Contact Us

We always want to hear from our customers - especially with questions, comments or concerns about our privacy practices. Please don't hesitate to contact us here or in writing at:

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

# Terms of Use

Last Updated: October 12, 2021

Welcome to Perigold!

Wayfair LLC and its affiliated brands, including Wayfair.com, AllModern, Birch Lane, Joss & Main and Perigold ( "Perigold", "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 Perigold 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 Perigold and you. Please see the Legal Disputes section 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 Perigold. We have established appropriate physical, electronic and managerial safeguards to protect the information that we collect from or about our users. Perigold does, however, reserve the right at all times to disclose any information as Perigold deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Please click here for more information.

## Changes

Perigold reserves the right, at any time, to change these Terms of Use, our Privacy Policy and/or the Sites. Changes, however, shall not apply retroactively. 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 these Terms of Use.

## Intellectual Property Rights

The Sites contain valuable trademarks and service marks owned and used by Perigold, including but not limited to, Perigold, the

Perigold design logo, Wayfair, Joss & Main, AllModern, Birch Lane, and the tag line "a zillion things home" (collectively, the "**Perigold Marks**"). Any use of the Perigold Marks without the prior written permission of Perigold is strictly prohibited. The arrangement and layout of the Sites, including but not limited to, the Perigold 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 Perigold.

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

Perigold 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.

## 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 Perigold 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 Perigold 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 Perigold's *Acceptable Use Policy* set forth below.

As between you and Perigold, you will retain all of your ownership rights in and to your User Content. By submitting User Content to Perigold, you hereby grant to Perigold 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 Perigold (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.

Perigold does not endorse any User Content or any opinion, recommendation, or advice expressed therein. Perigold reserves the right but is not obligated to monitor User Content or other content sent to or through the Sites. **Perigold 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.** Perigold takes no responsibility for User Content.

## 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.

## 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 Perigold all of the rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or racially, ethnically or otherwise objectionable; (iii) use the Sites to harm any person or entity, including Perigold; (iv) impersonate any person or entity, including but not limited to, a representative of Perigold, 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, including but not limited to those promulgated by the U.S. Federal Trade Commission, U.S. Securities and Exchange Commission; (ix) collect, store or use personal information about other users of the Sites without their consent; (x) use the Sites (including through submission of User Content) to disparage or make unsubstantiated claims about any person, third party or its/their products or services; (y) use any of the Sites in any manner that could overburden or impair any of the Sites or the networks or systems connected to the Sites; and/or (z) use any device, software or instrumentality to interfere with the proper working of the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.
You also agree that you will not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. Perigold 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.

## Order Acceptance

The receipt of an order number or an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Perigold 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. Prices and availability of products on the Sites are subject to change without notice. Errors will be corrected when discovered and Perigold reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted). Certain orders constitute improper use of the Sites and the Perigold Rewards Program described below. Perigold 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 Perigold's sole discretion. Items purchased pursuant to a quantity discount may be re-priced upon cancellation.

## About Our Prices

Where a product listing on our Site references a higher price, typically denoted by a strikethrough (e.g. "~~$549~~"), such higher price represents the retail price suggested by the manufacturer or supplier. In the absence of a price suggested by the manufacturer or supplier, this price represents the highest price at which we offered or sold the product at some point in the past. For “Flash Deals”, where a product is temporarily being sold at a reduced price, an additional strikethrough price is presented that represents a recent previous price before the Flash Deal promotion. The "Sale" tag on a product listing on our Site signifies that we are selling the product at a discount from a price in the previous 90 days.

When we use the term “Closeout,” we mean either that the product has been permanently reduced and will not return to the original price or that the product is temporarily being sold at a reduced price in order to clear an overstock of either Wayfair or supplier inventory. Prices of products listed on our Site as “Closeout” may fluctuate during the “Closeout” promotion period for such products. For temporary “Closeout” pricing, such products may return to prices that are equal to or greater than their original prices upon expiration of the applicable “Closeout” promotion period.

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.

## Perigold Rewards Program

The Perigold 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 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.

## Links to Other Websites

The Sites may contain links to third-party websites ("**Other Sites**") that are not under Perigold's control. Perigold 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. Perigold provides these links to you as a convenience and the inclusion of any link does not imply endorsement by Perigold 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.

## Mobile Devices and Mobile Applications

If you use a mobile device to access pages of the Sites optimized for mobile-viewing, opt in to receive SMS (text messages) from Perigold (as/when available), or use 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.

By opting in, you agree to receive promotional SMS text messages on your mobile device. Your consent is not required as a condition of purchasing any goods or services from Wayfair. By agreeing to receive SMS messages from Wayfair, you certify that you are over 18 years of age and (a) you are the mobile account holder or (b) you have the account holder’s permission to enroll the designated mobile phone number and can incur any mobile message or data charges. 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.

## Notice to California Residents

California Proposition 65 requires that special warnings be provided when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. These warnings relate to some but not all tools, lead crystal glassware, ceramic tableware, tiffany style lamps, and electrical cords. Please call us prior to ordering if you have any questions regarding the safety of these products.

Pursuant to California Civil Code Section 1789.3, Perigold provides users of the Sites with the following notice: You may report complaints to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

## Communications with Perigold

For all communications made to or with Perigold, including but not limited to feedback, questions, comments, suggestions and the like: (i) you will have no right to confidentiality in your communications and Perigold will have no obligation to protect your communications from disclosure; (ii) Perigold will be free to reproduce, use, disclose and distribute your communications to others without limitation;

and (iii) Perigold 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.

## Indemnity

You agree to indemnify and hold Wayfair and its 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.

## Disclaimer of Warranties

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 EXPRESSLY DISCLAIMS 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.

## Limitation on 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 is found to be liable, our 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 us in the twelve (12) months prior to the action giving rise to the liability or (b) USD $100.

## Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE TERMS OF USE OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.**

### Agreement to Binding Arbitration

**Any dispute, claim or controversy between you and Wayfair or Perigold, their agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, 'Wayfair') arising from or relating in any way to: (1) these Terms of Use and their interpretation or the breach, termination or validity thereof, and the relationships which result from these Terms of Use; (2) your use of any website owned or operated by Wayfair and its affiliated brands; or (3) any products or**

**services sold or distributed by Wayfair and its affiliated brands or through any website owned or operated by Wayfair and its affiliated brands (collectively, "Covered Disputes") will be resolved by binding arbitration, rather than in court.**

**The arbitrator also has the sole authority to and shall address all claims or arguments by both parties concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.**

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

## Sole Exceptions to Arbitration

Notwithstanding the foregoing, in lieu of arbitration: (1) either you or Wayfair can bring an individual claim in small claims court in the United States of America consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim; and (2) you agree that you or Wayfair may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## Jury Trial and Class Action Waiver

**Except as the Terms of Use otherwise provide, you and Wayfair acknowledge and agree that you are each waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action/class arbitration or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Wayfair may not be plaintiffs or class members in any purported class, collective, private attorney general, or representative proceeding, or otherwise make or proceed with any claim on a collective or consolidated basis, and may each bring claims against the other only in your or its individual capacity. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the individual 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.**

## Governing Law

You and Wayfair agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act ("FAA") and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. Where otherwise applicable, the laws of the Commonwealth of Massachusetts apply.

## Initiating Arbitration and Arbitration Rules

Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advance written notice of its intent to file for arbitration. Wayfair will provide such notice by email to your e-mail address on file with Wayfair and you must provide such notice by email to legal@wayfair.com. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified

by this Agreement, and will be administered by the AAA. The AAA Rules are available online at https://www.adr.org/consumer, by calling the AAA at 800-778-7879, or by writing to the AAA Notice Address set forth below. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to legal@wayfair.com. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address"). You may also send a copy to the AAA online at https://www.adr.org.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

### Arbitration Fees

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Wayfair will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and us, will be decided by the arbitrator.

### Other

To the extent that any other provision of the Terms of Use is found to be inconsistent with rights, duties, and requirements of this arbitration agreement, or where the application of such a provision would change or render unenforceable any part of this arbitration agreement, such provision shall be null and void and the terms of this arbitration agreement shall control.

## Termination

Your ability to access and use the Sites remains in effect until terminated in accordance with these Terms of Use. You agree that Perigold, in its sole discretion, may terminate your account and your use of the Sites and may remove and delete your User Content if Perigold believes that you have violated or acted inconsistently with these Terms of Use or for any other reason. Perigold 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 Perigold may bar any further access to the Sites. Further, you agree that Perigold will not be liable to you or any third-party for any termination of access to the Sites.

For instructions for deleting your account, please see the "Registering for the Service" section of our Privacy Policy.

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.

## Right to Access

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

IF YOU ARE A PARENT OR GUARDIAN THAT PROVIDES CONSENT TO YOUR TEENAGER'S REGISTRATION WITH AND USE OF THE

SITES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH TEENAGER'S USE OF THE SITES.

## Outages

Perigold periodically schedules system downtime for the Sites for maintenance and other purposes. Unplanned system outages also may occur. You agree that Perigold 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.

## Jurisdictional Issues

The Sites are operated by Perigold from its offices in Boston, Massachusetts, USA. The Sites are intended for users who reside in the United States of America. Perigold makes no representations or warranties that the Sites or any materials contained in them are valid, appropriate or available for use outside of the United States. If you access and use the Sites outside the United States, you do so at your own risk and are responsible for compliance with applicable local laws. Perigold 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 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. trade sanctions; 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.

## 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 is determined to be illegal or unenforceable, the balance of the Agreement shall continue to be fully valid, binding, and enforceable. 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.

## Violations

Please report any violations of these Terms of Use to the system administrator here.

## Questions?

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

# Perigold’s Copyright Policy

Last Updated: May 17, 2018

This Copyright Policy describes Perigold'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. Perigold 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 Perigold 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 Perigold's Copyright Agent by mail or email as set forth below:

Perigold Copyright Agent
Attn: Legal
4 Copley Place, Floor 7
Boston, MA 02116
Email: legal@wayfair.com (please reference "Perigold 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.

## 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 Perigold'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 Perigold's Copyright Agent by mail or email as set forth below:

Perigold Copyright Agent
Attn: Legal
4 Copley Place, Floor 7
Boston, MA 02116
Email: legal@wayfair.com (please reference "Perigold DMCA Notice")

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

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.

# Home Services

Last Updated: April 9, 2020

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

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

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

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

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

# Perigold Rewards Program Terms

The Perigold 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. Please click here for the Program Terms for the Wayfair Card Benefits Program (the "Program Terms"), as may be in effect from time to time and which are incorporated herein by reference. 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 Wayfair Card Benefits Program and Product Review Program, but not the Referral Program)

## Membership Benefits

| | **Rewards** |
|---|---|
| Rewards Dollars Earned | Members may earn a specified "Rewards Dollars" from<br>a. Wayfair Card Benefits Program<br>b. Product Review Program |
| Redemption Period | Three months from the date on which Rewards-eligible purchase is made |
| Membership Fee | None |

## Wayfair Card Benefits Program

The Wayfair Card Benefits Program is designed to reward customers for making purchases on their Wayfair Card. Refer to the Program Terms for eligibility requirements for the Wayfair Card Benefits Program and for other applicable terms. Terms used but not defined herein will have the meaning ascribed to such terms in the Program Terms.

Eligible Wayfair Card cardholders have the ability to earn Points on Net New Purchases made on the Wayfair Card that can be redeemed for Rewards Dollars later. Certain products may be ineligible for earning points.

"Net New Purchases" means purchases of goods and/or services at the Sites made by you or any Authorized User on your Account minus any returns, refunds, discounts by using Rewards Dollars, credit adjustments, or promotions, rounded to the nearest dollar. Points awarded for purchases that are returned or refunded or otherwise adjusted will be deducted from your Point total. Such deductions may result in a negative Points balance, in which case, any Points you earn will be applied to reduce that balance and you will not be able to redeem Points until you again have a positive balance. Points will not be awarded for the Rewards Dollars you redeem.

Wayfair reserves the right to increase or decrease the amount of Points earned on Net New Purchases at any time. We may from time to time make special offers for you to earn additional Points on specific purchases. The terms and conditions for such special offers (such as which purchases qualify and the number of additional Points you may earn) will be disclosed at the time of offer. Please check those terms and conditions carefully, as there may be important conditions or limitations (such as blackout periods, point limitations or exclusions). Availability of any special offer is subject to change without notice. Please refer to Program Terms for more information on earning points, and redeeming points for Rewards Dollars.

You are currently eligible to redeem $6 in Rewards Dollars at checkout for every 200 Points you have accumulated. Wayfair reserves the right to increase or decrease the number of Points required to redeem Rewards Dollars. In addition, these amounts may vary by customer or by promotion. Currently, a minimum of 200 or more Points will be required to redeem for Rewards Dollars at checkout. You may redeem your points for the maximum amount of Rewards Dollars for which you are eligible that are of equal or lesser value to the total cost of product and shipping at the time of purchase. To redeem points, select “Redeem” under "Wayfair Card Rewards" at checkout. The corresponding Rewards Dollars amount will display in the Order Total. The redeemed points will be deducted from My Wayfair Card Rewards on your "Account Balance" page in "My Account". Customers can redeem points when making a purchase using

any payment method, including a Wayfair Card.

## 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 (844) 248-0909 and/or sending an email to service@perigold.com, 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.

# Perigold Gift Card Terms and Conditions

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

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

- These Terms sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by these Terms. All terms and conditions set forth herein are applicable to the extent permitted by law.