

# Wayfair Professional Credit Card Rewards Program Terms

## ("Terms")

These Rewards Terms (the "Rewards Terms") apply to the Wayfair Professional Credit Card issued by Capital One, N.A. ("Capital One" or "Bank"). These Rewards Terms are in addition to those set forth in your Customer Agreement governing your Wayfair Professional Credit Card Account (your "Account"). Your Customer Agreement remains in full force and effect and is unaffected by these Rewards Terms. Any capitalized terms not defined herein shall have the meaning as set forth in the Customer Agreement.

Important note: These Rewards Terms apply to any disputes you may have with respect to the Wayfair Professional Credit Card Rewards Program ("Rewards Program"). Any disputes between you and Capital One related to your Account are governed by your Customer Agreement with Capital One. These Rewards Terms are subject to the arbitration provision included in the Rewards Terms that limit our liability to you, require you to resolve disputes with us on an individual basis and not as a part of any class or representative action, and through final and binding arbitration. Please read these Rewards Terms carefully for important information about your rights and obligations in the Rewards Program. By participating in the Rewards Program, you agree to these Rewards Terms.

**Earning Wayfair Professional Credit Card Reward Dollars.** Wayfair Professional Credit Card Reward Dollars can be earned on *Net Eligible Purchases* with Wayfair and associated Wayfair brand websites ("Sites"), including jossandmain.com, birchlane.com, allmodern.com, and perigold.com.

*Net Eligible Purchases* are purchases of goods and services using your Wayfair Professional Credit Card account. *Net Eligible Purchases* include purchases made by Authorized Purchasers, minus any returns, refunds, discounts by using your earned points, promotions or credit adjustments. Reward Dollars will be accumulated as dollars and cents, rounded to the nearest cent, at the account level. Wayfair Reward Dollars are not earned on, and the term *Net Eligible Purchases* does not include: returns, refunds, credit adjustments, unauthorized or fraudulent charges, charges that violate the terms of your Customer Card Agreement, interest fees, shipping and freight, and purchases where special financing is applied. We have the right to deduct Wayfair Professional Credit Card Reward Dollars for charges that were not or do not remain *Net Eligible Purchases*. As a result, if your Reward Dollar balance becomes negative, you must first earn Reward Dollars to bring your balance to zero before being eligible to redeem. Reward Dollars cannot be used to meet minimum payment obligations to Capital One or its affiliates. Account credits lower your account balance, but do not count toward your minimum monthly payment obligation.

You cannot earn Reward Dollars using any other Wayfair Professional financing solution including the Wayfair

Professional Flex Account. Reward Dollars will begin accruing after you are approved for a Wayfair Professional Credit Card and will not be provided retroactively.

**Wayfair Professional Credit Card Reward Dollars for Net Eligible Purchases.** You will earn 2% Reward Dollars for *Net Eligible Purchases* as long as your Wayfair Professional Credit Card account is in good standing meaning not closed, suspended, restricted, delinquent, or otherwise in default.

**Special Financing.** If special financing is available on an individual *Net Eligible Purchase* at Wayfair or one of our Sites, no Reward Dollars will be earned on that purchase. All relevant disclosures for special financing plans will be provided during checkout, prior to purchase.

**Rewards for Special Offers.** From time to time, we may make special offers for you to earn additional Reward Dollars on specific *Net Eligible Purchases*. The terms and conditions for such special offers (such as which purchases qualify and the number of additional Reward Dollars that can be earned) 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, reward limitations or exclusions). You may have to register to qualify for the offer. Any such change or withdrawal will not affect any additional Reward Dollars already earned. Your *Net Eligible Purchases* must be completed, and the transaction charged to your Wayfair Professional Credit Card Account, during the special offer period in order for you to earn the applicable bonus Reward Dollars. During special offer periods, making a return in the same transaction as your purchase may result in earning fewer Reward Dollars because Reward Dollars are calculated off of your *Net Eligible Purchases* (in this case, your purchase minus return). In the event an offer is provided to make purchases using your Wayfair Professional Credit Card where a minimum purchase amount is required, such amount shall be calculated after applying any eligible discounts and excluding all rewards, fees (including shipping fees) and taxes related to the purchase. Purchases where a special discount has already been applied may be excluded from any such offers.

**Posting of Wayfair Professional Credit Card Reward Dollars Earned; Forfeiture.** Reward Dollars earned on *Net Eligible Purchases* made at Wayfair.com and our Sites will be added to your Rewards balance under "My Account" on Wayfair.com within 48 hours of when the items purchased are shipped to you. Except as otherwise provided by applicable law, you will forfeit all unused Reward Dollars if you attempt to violate the prohibitions on the transfer of Reward Dollars, if you file for bankruptcy, or your participation in the Wayfair Professional Credit Card program is terminated or your account is closed for any reason. You will also forfeit Reward Dollars as described below. You will not receive any compensation or new Reward Dollars for any forfeited Reward Dollars. Reward Dollars may not be sold, purchased, brokered, bartered, transferred or altered in any way by you. Any attempted transaction of such sort will automatically be void. Anyone engaging in such transactions may be liable for damages to us, including, but not limited to consequential damages, third party damages, transaction costs, attorney's fees and court costs. Any violation of these provisions will result in termination of your eligibility to participate in the Rewards Program and forfeiture of unused Reward Dollars.

**Redeeming Wayfair Professional Credit Card Rewards Dollars.** Wayfair Reward Dollars may only be redeemed

by account holders. Reward Dollars are valid for the life of the account and can be redeemed at any point as long as your account is active and in good standing. You may apply available Reward Dollars at the time of checkout when you use your Wayfair Professional Credit Card. We reserve the right to change the amount required to earn Reward Dollars or otherwise modify the Rewards program at any time. In the event that a return, refund or credit adjustment results in a negative Reward Dollars balance, any future Reward Dollars earned must be applied to the negative balance before you can redeem. If, by chance, your Reward Dollars are redeemed from a negative balance, any earned Reward Dollars must be applied to the balance, before redeeming, until it is no longer negative. All redemptions of Reward Dollars are final.

Any additional exclusions or limitations for use of Reward Dollars may be provided to you at time of checkout. To the extent allowed by applicable law, we may cancel any earned or pending Reward Dollars if we become insolvent, unable to pay our debts when due, file an action under the U.S. Bankruptcy Code or have such an action filed against us.

**Communications, Program Activity and Customer Service.** We may communicate with you regarding any matter related to your Rewards Dollars via mail, telephone, text or SMS, or electronic communication. You may update your contact information under Account Settings on any of the Sites or by calling 1-866-513-5795. We are not responsible for communications related to the Rewards Program that are lost due to change of address or other incorrect contact information. If you want to know whether your Rewards Dollars were properly redeemed, or you want to ask any other question regarding the Rewards Program, call Wayfair at 1-866-513-5795.

**Wayfair Professional Credit Card Rewards Disputes.** If Reward Dollars you believe were earned have not been timely posted to your account, you may file a dispute ("Rewards Dispute") by calling Wayfair at 1-866-513-5795. If you believe that a purchase(s) made using your Wayfair Professional Credit Card should have resulted in earned rewards, and such rewards are not reflected in your Rewards balance within forty-eight (48) hours of when the items purchased are shipped to you, please contact us. We will use reasonable efforts to investigate your Rewards Dispute if you notify us within 90 days of the shipping date. If you do not notify us within that period, you waive your right to make a Rewards Dispute with respect to that purchase. We may require you to provide written confirmation of the dispute, the applicable purchase receipt, and other documentation related to the dispute. If you do not respond to our requests or submit a timely response, we will investigate and decide your dispute based on the information we have. **Please note that the Rewards Dispute process is solely set forth in these terms and not your Wayfair Professional Credit Card Customer Agreement. Any questions or disputes about your Wayfair Professional Credit Card purchases are governed by your Customer Agreement and should be directed to Capital One.**

**Non-Waiver and Limited Liability.** We may waive any obligation you have under these Rewards Terms without losing our right at a later time to enforce that same obligation. We will not lose any of our rights under these Rewards Terms if we delay taking action for any reason. If we take any other action, we will not lose any rights under these Rewards Terms. Unless otherwise required by law or our agreements with you, neither Wayfair nor Capital One, nor any of our or its affiliates, officers, directors, employees, service providers, or agents will be

liable to you, or anyone making a claim on your behalf, in connection with (a) any termination of, change in, or suspension of the Rewards Program; (b) any claim relating to products purchased using any Reward Dollars obtained through the Rewards Program; (c) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; or (d) any taxes that you incur as a result of receiving or redeeming Wayfair Credit Card Rewards Dollars. Notwithstanding the foregoing, any liability that we or they may have to you in connection with the Program shall be limited to the amount of any Reward Dollars you have earned in accordance with these Rewards Terms.

**No Warranties.** Capital One does not: (a) endorse Reward Dollars or products or services purchased at the Sites using Wayfair Rewards Dollars; (b) make any express or implied warranty regarding Reward Dollars or products or services purchased at the Sites; (c) guarantee the performance of Reward Dollars or products or services purchased on the Sites; or (d) offer, operate or control Reward Dollars offered through this Rewards Program.

**Changes.** Subject to any requirements or limitations of applicable law, we may at any time for any reason add to, change, limit, or terminate these Rewards Terms. To the extent allowed by applicable law, (a) changes may apply retroactively, and may affect outstanding transactions and Reward Dollars, and may result in you involuntarily forfeiting Reward Dollars you have earned, and (b) changes will not affect issued or redeemed Reward Dollars except to the extent allowed by applicable law.

**Taxes.** You are solely liable for any applicable taxes arising out of the accrual or use of Wayfair Credit Card Reward Dollars. Consult your tax advisor concerning such tax consequences.

**Governing Law; Assignment.** The Wayfair Professional Reward Dollars Program and these Rewards Terms are governed by federal law and, to the extent state law applies, the laws of the State of Delaware, without any reference to its choice of law provisions. You may not assign your rights or obligations under these Rewards Terms to any other person or entity. YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS ARISING FROM OR RELATING TO THESE REWARDS TERMS ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. "Claim," as used in these Rewards Terms, means any claim, dispute or controversy that in any way arises from or relates to these Rewards Terms.

**Arbitration.** Any dispute between you and Wayfair arising from or relating to these Rewards Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Rewards Terms, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, "Covered Disputes") will be settled by binding arbitration. Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advanced 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](mailto: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. The arbitrator will conduct any arbitration proceedings by telephone

or videoconference unless in-person appearances are requested by you or Wayfair and approved by the arbitrator. Any in-person appearances will be held at a location mutually agreed upon by you and Wayfair, or, in the absence of such agreement, at a location determined by the arbitrator. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitrator will apply applicable law and the provisions of these Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. Wayfair and you agree that any Covered Dispute hereunder will be submitted to arbitration on an individual basis only. Neither Wayfair nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative or private attorney general arbitration). These Rewards Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA) and, where otherwise applicable, as set forth in Section 11 hereof.

**Entire Agreement; Severability; Conflicts; No Waiver.** These Rewards Terms contain the entire agreement between you and Wayfair regarding the Rewards Program, and supersede any previous terms and conditions governing the Rewards Program we may have provided to you. The Rewards Program is not available where and to the extent prohibited by law. If any part of these Rewards Terms conflict with applicable law, that provision will be deemed severed from these Rewards Terms and the remainder of the Rewards Terms will remain in effect. We will not lose our rights under these Rewards Terms because we delay or do not enforce them. All waivers of any of these Rewards Terms by us must be in a writing executed by someone with authority to bind us.