

# WAYFAIR CREDIT CARD AND WAYFAIR MASTERCARD® REWARDS PROGRAM TERMS (“TERMS”)

**IMPORTANT NOTE: THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU, ELIMINATE YOUR RIGHT TO A TRIAL BY JURY, 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. SEE BELOW.**

**Please read these Terms carefully for important information about your rights and obligations in the Wayfair Credit Card Rewards Program (“Program”). By participating in the Program, you agree to these Terms.**

In these Terms, “you” and “your” mean the Account holder. “We,” “our,” and “us” mean Wayfair LLC and Wayfair Illinois LLC. (“Wayfair”). “Bank” means Citibank, N.A. (“Citibank”) or its assignees.

**The Program is provided by Wayfair LLC and Wayfair Illinois LLC. Wayfair is solely responsible for the Program operation and may withdraw the Program or change the Terms of the Program at any time. The purpose of the Program is to reward customers for certain uses of their Wayfair Credit Card, which includes the Wayfair, Joss & Main, AllModern, Perigold, and Birch Lane Credit Cards (the “Wayfair Credit Card”) and Wayfair Mastercard, which includes the Wayfair, Joss & Main, AllModern, Perigold, and Birch Lane Mastercards (the “Wayfair Mastercard”).**

**1. General Information; Definitions.** The Program allows you to earn rewards on the dollars you spend as described in Section 3 below, using your Wayfair Credit Card and Wayfair Mastercard (your “Credit Card”). For qualifying purchases made using your Credit Card, Wayfair Credit Card Reward Dollars will be added to your Wayfair Credit Card Reward Account (“Account”) and those Reward Dollars may be selected and applied at checkout when you use your Credit Card on the following websites: wayfair.com, jossandmain.com, allmodern.com, birchlane.com, and perigold.com (the “Websites”), and Wayfair, Joss & Main, AllModern and Birch Lane physical retail locations (together with the Websites, the “Sites”). For the avoidance of doubt, the Sites do not include Wayfair Outlet physical retail locations.

These Terms are separate and independent from your Card Agreement (your “Card Agreement”), which governs the use of your Credit Card. In the event of any conflict between these Terms and your Card Agreement, these Terms will control in any matter relating to the Program. All information collected about you in connection with the Program on all the Sites and at Wayfair Outlet physical retail locations is subject to our [privacy policy](#). Purchases made on all Websites are subject to the Websites [Terms of Use](#). In the event that any Terms of Use conflict with these Terms, these Terms will control.

**2. Eligibility.** We will automatically enroll you in the Program when the Bank opens your Credit Card. You will remain enrolled in the Program as long as your Credit Card is in Good Standing and we continue to offer the Program. "Good Standing" means (1) your Credit Card is open to new charges and not over your credit limit, (2) your Credit Card is not more than 60 days past due or otherwise in default, (3) your Credit Card is not flagged as lost, stolen, or fraudulent according to the Bank's records, (4) your Credit Card is not in a hardship or workout program, and (5) you are not subject to a credit counseling arrangement relating to your Credit Card. We may withdraw the Program, deny, or revoke your participation in the Program at any time for any reason.

**3. Earning Wayfair Credit Card Reward Dollars.** The Program is limited to earning Wayfair Credit Card Reward Dollars for Net Qualifying Purchases. Wayfair Credit Card Reward Dollars earned on Net Qualifying Purchases using your Credit Card will be accumulated into one overall Wayfair Credit Card Reward Dollars total for your Account, rounded to the nearest cent. "Net Qualifying Purchases" are purchases of goods and services using your Credit Card and the Credit Card(s) of your Authorized User(s), if any, minus any returns, refunds, discounts by using Reward Dollars, promotions or credit adjustments.

Wayfair Credit Card Reward Dollars will be calculated by multiplying the amount of each Net Qualifying Purchase by the applicable percentage to determine the number of Reward Dollars received for that purchase. The calculation will be done at the time of shipment. If items from a single order are shipped separately, the Reward Dollars will be calculated separately for each shipment. For non-Wayfair Net Qualifying Purchases, the calculation could be done at the time of purchase or shipment depending on the merchant.

Your Wayfair Credit Card Reward Dollars will be stored in your Account in dollars and cents and rounded to the nearest cent. Wayfair Credit Card Reward Dollars are not earned on, and the term "Net Qualifying Purchases" does not include: returns, refunds, credit adjustments, unauthorized or fraudulent charges, charges that violate the terms of your Card Agreement, balance transfers, convenience checks, cash advances or any other transaction treated like a cash advance, lottery tickets, gaming chips and similar transactions, interest, fees, purchases where promotional financing is applied, and any portion of a purchase made with Wayfair Credit Card Reward Dollars.

We have the right to deduct Wayfair Credit Card Reward Dollars from your Account balance for charges that were not or do not remain Net Qualifying Purchases. If your Account balance goes negative, you must first earn Wayfair Credit Card Reward Dollars to bring your Account balance to zero before earning any Wayfair Credit Card Reward Dollars eligible for redemption. Wayfair Credit Card Reward Dollars earned have no cash value and may not be used as payment of any outstanding obligation to the Bank or its affiliates or to Wayfair.

**(a) Wayfair Credit Card Reward Dollars for Net Qualifying Purchases.** You will earn Wayfair Credit Card Reward Dollars for Net Qualifying Purchases so long as your Credit Card is in Good Standing.

i. For the Wayfair Credit Card: 5% on Net Qualifying Purchases made with the Wayfair Credit Card at

the Sites.

ii. For the Wayfair Mastercard:

- 5% on Net Qualifying Purchases made with the Wayfair Mastercard at the Sites
- For each Net Qualifying Purchase made with the Wayfair Mastercard outside the Sites:
  - 3% on Net Qualifying Purchases at grocery stores. *Grocery stores are stand-alone merchants that primarily sell a complete line of food merchandise for home consumption. Grocery or food purchases made at convenience stores, gas stations, warehouse clubs, supercenters and discount stores may only receive 1%, not 3%, as determined by Wayfair in its discretion, due to merchant codes (as further described below) which are out of the control of the Bank or Wayfair.*
  - 2% on Net Qualifying Purchases for Qualifying Online Purchases. Qualifying Online Purchases are those made via a computer network. Not all online transactions will be considered Qualifying Online Purchases. Qualifying Online Purchases do not include the following types of purchases in the following categories: subscription, membership or recurring purchases; utilities, cable / satellite television and telephone; insurance; medical and healthcare providers; government services, taxes and tolls; education including schools or other teaching institutions; contractor, professional, financial, legal, personal and business services; repair services, direct marketing; purchases that are manually keyed by a merchant; or online purchases made through mobile / wireless technology, depending on how the technology is set up to process the purchase. These excluded purchases may only earn 1%, not 2%. We reserve the exclusive right to determine which purchases are eligible for additional Wayfair Credit Card Reward Dollars. Purchases made on our Sites will earn 5%, all other Qualifying Online Purchases made outside of our Sites will earn 2%.
  - 1% on all other Net Qualifying Purchases with your Wayfair Mastercard.

For purchases not made on our Sites, merchants must submit charges under the appropriate merchant code or industry code to be eligible as Net Qualifying Purchases and / or Qualifying Online Purchases in the different categories. Neither Wayfair nor Citibank determine whether merchants appropriately identify all transactions made on a credit card, but Wayfair does reserve the right to determine which purchases qualify for Wayfair Credit Card Reward Dollars.

Wayfair Credit Card Reward Dollars you earn may not be combined with Wayfair Credit Card Reward Dollars earned by anyone else (other than your Authorized User(s), if applicable. Authorized user(s) Wayfair Credit Card Reward Dollars are automatically added to the primary Account Holder's Account total.

**(b) Promotional Financing.** If promotional financing is available on an individual Net Qualifying Purchase

at one of our Sites, you must choose between promotional financing and earning Wayfair Credit Card Reward Dollars. If promotional financing is selected, no Wayfair Credit Card Reward Dollars will be earned on that purchase. You will be able to select from eligible options during checkout. All relevant disclosures for promotional financing plans will be provided during checkout, prior to purchase.

**(c) Rewards for Special Offers.** From time to time, we may make special offers for you to earn additional Wayfair Credit Card Reward Dollars on specific purchases. The terms and conditions for such special offers (such as which purchases qualify and the number of additional Wayfair Credit Card Reward Dollars 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, reward limitations or exclusions). You may have to register to qualify for the offer. Availability of any special offer is subject to change without notice. Any such change or withdrawal will not affect bonus Wayfair Credit Card Reward Dollars already earned. Your Net Qualifying Purchase must be completed and the transaction charged to your Credit Card during the special offer period in order for you to earn the applicable bonus Wayfair Credit Card Reward Dollars. During special offer periods, making a return in the same transaction as your purchase may result in earning fewer Wayfair Credit Card Reward Dollars because Wayfair Credit Card Reward Dollars are calculated off of your Net Qualifying Purchase (in this case, your purchase minus return).

In the event an offer is provided to make purchases using your 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.

**(d) Posting of Wayfair Credit Card Reward Dollars Earned; Forfeiture.** Wayfair Credit Card Reward Dollars earned on purchases made at our Sites will be posted to your Account balance under “My Account” on the Sites within 48 hours from the day you take the merchandise with you or, if we are shipping or delivering your purchase, 48 hours from the day we ship or deliver it. Wayfair Credit Card Reward Dollars earned on purchases not made on our Sites will be posted to your Account balance after your billing cycle. At any time, we may verify and adjust your Account balance based on our records and based on certain purchases not constituting, or no longer constituting, Net Qualifying Purchases. Wayfair Credit Card Reward Dollars not redeemed will be carried over to the following statement period.

Except as otherwise provided by applicable law, you will forfeit all unused Wayfair Credit Card Reward Dollars if you attempt to violate the prohibitions on the transfer of Wayfair Credit Card Reward Dollars, if you file for bankruptcy, or your participation in the Program is terminated or your Credit Card is closed for any reason. You will also forfeit Wayfair Credit Card Reward Dollars as described below and in Section 9. You will not receive any compensation or new Wayfair Credit Card Reward Dollars for your Wayfair Credit Card Reward Dollars that are forfeited. You will forfeit unused Reward dollars in certain circumstances including if your account is closed or participation in the program is terminated unless prohibited by law. Any rewards that are not forfeited upon closure will appear in your Wayfair Account as

a store credit.

Wayfair Credit Card 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 will 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 Program and forfeiture of unused Wayfair Credit Card Reward Dollars.

**4. Redeeming Wayfair Credit Card Reward Dollars.** Your current amount of Wayfair Credit Card Reward Dollars may be selected and applied at checkout when using your Credit Card at our Sites or through our call center as long as your Credit Card is in Good Standing. Wayfair Credit Card Reward Dollars are redeemable for a specified dollar amount off qualifying purchases on the Sites. You can redeem a **maximum of \$2,500 in Wayfair Credit Card Reward Dollars per month.** We reserve the right to change the amount required to earn Wayfair Credit Card Reward Dollars or otherwise modify the Program at any time.

In the event a return, refund or credit adjustment results in a negative Account balance, the option to redeem Wayfair Credit Card Reward Dollars may not be fulfilled. If the Wayfair Credit Card Reward Dollars order is fulfilled and we later discover that you did not have a sufficient balance of Wayfair Credit Card Reward Dollars in your Account, in addition to any other actions we may take, this may result in a negative Wayfair Credit Card Reward Dollars balance and future Wayfair Credit Card Reward Dollars earnings will be applied to the negative balance until such time as sufficient Wayfair Credit Card Reward Dollars are earned to cover the negative balance. You will not be able to redeem Wayfair Credit Card Reward Dollars until you again have a positive balance. Your My Account page on the Websites will indicate your current Wayfair Credit Card Reward Dollars balance.

You may be required to use your Credit Card for any remaining balance when redeeming Wayfair Credit Card Rewards. Wayfair Credit Card Reward Dollars are issued for reward purposes only. Wayfair Credit Card Reward Dollars have no cash value. Wayfair Credit Card Reward Dollars will not be honored retroactively in connection with any prior purchases. Any additional exclusions or limitations for use of Wayfair Credit Card Reward Dollars may be provided to you at time of checkout.

To the extent allowed by applicable law, we may cancel any earned or outstanding Wayfair Credit Card 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. Any rewards that are not forfeited upon account closure will appear in your Wayfair Account as a store credit.

**5. Communications, Program Activity and Customer Service.** We may communicate with you regarding any matter related to the Program by mail, telephone, or electronic communication. You may update your contact information under Account Settings on any of the Websites or by calling 1-866-513-5795. We are not responsible for communications, including Wayfair Credit Card Rewards, lost due to change of address or other contact information.

You can view your Program activity under your Account balance on any of the Websites, which will show the number of unused Wayfair Credit Card Reward Dollars. If you want to know whether your Wayfair Credit Card Reward Dollars were properly redeemed, or you want to ask any other question regarding the Program, call us at 1-866-513-5795.

**6. Wayfair Credit Card Rewards Disputes.** If Wayfair Credit Card Reward Dollars you believe were earned have not been timely posted to your Account balance, you may dispute your Account balance (“Rewards Dispute”) by calling 1-866-513-5795. If you believe that a purchase made on your Credit Card should have resulted in the addition of Wayfair Credit Card Rewards to your accumulated balance, and such rewards are not reflected in the accumulated Wayfair Credit Card Reward Dollars balance within forty-five (45) days of the date on which the purchase posted to your Credit Card (“Rewards Dispute”), notify us immediately. We will use reasonable efforts to investigate your Rewards Dispute if you notify us within 90 days of the posting 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 and the applicable purchase receipt and may decline to investigate further if you do not provide the requested confirmation or a valid receipt. Upon completion of the investigation, we will have no further responsibilities if you later reassert the same Rewards Dispute. **Please note that the dispute rights with respect to your Credit Card under the Card Agreement do not apply to these Terms or to your rights and remedies under these Terms, which are solely as set forth in these Terms. Your sole and exclusive remedy, and our maximum liability to you, in the event you prevail in a Rewards Dispute, is for us to credit the disputed Wayfair Credit Card Reward Dollars to your Account balance. Any questions or disputes about your purchase are governed by your Card Agreement and should be directed to the Bank.**

**7. Limited Liability.** We may waive any obligation you have under these Terms without losing our right at a later time to enforce that same obligation. We will not lose any of our rights under these Terms if we delay taking action for any reason. If we take any other action, we will not lose any rights under these Program Terms.

Unless otherwise required by law or our agreements with you, neither Wayfair nor the Bank, 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 Program; (b) any claim relating to products purchased using any Wayfair Credit Card Reward Dollars obtained through the 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 Reward 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 Wayfair Credit Card Reward Dollars you have earned in accordance with these Terms.

**8. No Warranties.** The Bank does not: (a) endorse Wayfair Credit Card Reward Dollars or products or services purchased at the Sites using Wayfair Credit Card Reward Dollars; (b) make any express or implied warranty regarding Wayfair Credit Card Reward Dollars or products or services purchased at the Sites; (c)

guarantee the performance of Wayfair Credit Card Reward Dollars or products or services purchased on the Sites; or (d) offer, operate or control Wayfair Credit Card Reward Dollars offered through this Program.

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

**10. 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.

**11. Governing Law; Assignment.** The Program and these 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 Terms to any other person or entity. YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS ARISING FROM OR RELATING TO THESE 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 Terms means any claim, dispute or controversy that in any way arises from or relates to these Terms.

**12. Arbitration.** Any dispute between you and Wayfair arising from or relating to these Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these 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 email 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 any Covered Disputes amicably by mutual discussions. 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 video conference 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 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.

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