

Last Updated: January 10, 2019

Company LLC and its affiliated brands 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 Company 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 Company 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 Company. We have established appropriate physical, electronic and managerial safeguards to protect the information that we collect from or about our users. DoorDash does, however, reserve the right at all times to disclose any information as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Please click [here](#) for more information.

Changes

Company reserves the right, at any time, to change these Terms of Use, our Privacy Policy and/or the Sites. Your use of the Sites following any such change constitutes your agreement to follow and be bound by the Terms of Use and/or Privacy Policy as revised. The revised Terms of Use and/or Privacy Policy supersede all previous versions, notices or statements regarding the Sites. If we request, you agree to sign a non-electronic version of these Terms of Use.

We will notify you of any change to these Terms of Use by updating the "*Last Updated*" date at the top of this webpage.

Intellectual Property Rights

The Sites contain valuable trademarks and service marks owned and used by Company, including but not limited to, Company, the Company design logo and the tag line "a zillion things home" (collectively, the "**Company**"). Any use of the Company Marks without the prior written permission of Company is strictly prohibited. The arrangement and layout of the Sites, including but not limited to, the Company, 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 Company.

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

Company 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 Company 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 Company 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 Company's *Acceptable Use Policy* set forth below.

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

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

Social Media Tag Usage

BY USING #COMPANYATHOME, @COMPANY AND ANY OTHER SIMILAR SOCIAL MEDIA TAG IN ANY WAY RELATED TO ANY OF THE SITES, EACH USER AGREES TO PROVIDE COMPANY 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 Company 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 Company; (iv) impersonate any person or entity, including but not limited to, a representative of Company, 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. Company 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. Company 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 Company 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 Company Rewards Program described below. Company 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 Company'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. For members of the MyWay Program, if such higher price is accompanied by the MyWay logo, such price represents the offer price before applying MyWay Program benefits. 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 Company 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.

Company Rewards Program

The Company 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 Company's control. Company 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. Company provides these links to you as a convenience and the inclusion of any link does not imply endorsement by Company 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 Company (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 Company. By agreeing to receive SMS messages from Company, 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, Company 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 Company

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

Company 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, COMPANY 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 COMPANY 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 COMPANY 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 Company 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

YOU AND COMPANY AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and Company, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, '**Company**') arising from or relating to these Terms of Use and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms of Use, 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. Company will provide such notice by e-mail to your e-mail address on file with Company and you must provide such notice by e-mail to legal@company.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 Company and approved by the arbitrator. Any in-person appearances will be held at a location mutually agreed upon by you and Company, 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 of Use and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. Company and you agree that any Covered Dispute hereunder will be submitted to arbitration on an individual basis only. Neither Company 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 of Use 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, by the laws of the Commonwealth of Massachusetts.

Termination

Your ability to access and use the Sites remains in effect until terminated in accordance with these Terms of Use. You agree that Company, in its sole discretion, may terminate your account and your use of the Sites and may remove and delete your User Content if Company believes that you have violated or acted inconsistently with these Terms of Use or for any other reason. Company 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 Company may bar any further access to the Sites. Further, you agree that Company 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

Company periodically schedules system downtime for the Sites for maintenance and other purposes. Unplanned system outages also may occur. You agree that Company 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 Company from its offices in Boston, Massachusetts, USA. The Sites are intended for users who reside in the United States of America. Company 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. Company 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 Company with respect to use of the Sites and supersede any prior agreements between you and Company relating to such subject matter. The Terms are not assignable, transferable or sublicensable by you except with Company 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. Company 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 Company 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 Company 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").