# TERMS AND CONDITIONS OF USE

Last Updated September 9, 2019

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY

Costco Wholesale Corporation, together with its subsidiaries and affiliates (“Costco”), provides you access and use of our websites, including Costco.com and other Internet sites, mobile applications, and social media sites operated by or for Costco (collectively, the “Sites”), subject to your compliance with these terms and conditions of use (the “Site Terms”). By accessing, browsing, and using the Sites, you agree to be bound by the Site Terms and all applicable law. If you do not agree to be bound by the Site Terms and applicable law each time you use the Sites or you do not have the authority to agree to or accept these Site Terms, you may not use the Sites.

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## A. Related Policies and Terms

Additional policies and terms apply to use of specific portions of the Sites and to the purchase of certain Merchandise or Services and are included as part of the Site Terms. Please refer and review all additional specific terms and conditions, including the terms at [Shopping Costco.com](https://customerservice.costco.com/).

The Site Terms apply exclusively to your access to, and use of, the Sites and do not alter in any way the terms or conditions of any other agreement you may have with Costco for products, services, or otherwise.

Costco has adopted a Privacy Policy that you should refer to in order to fully understand how we use and collect information. To learn about Costco's privacy practices, please refer to the [Privacy Policy](https://www.costco.com/privacy-policy.html) section of the Sites.

## B. Modification of Site Terms

Costco reserves the right to modify these Site Terms in our sole discretion from time to time and only Costco has the right to do so. If the Site Terms are changed, we will post the new terms on the Sites and note the date they were last updated. Any changes or modification will be effective upon posting of the Site Terms as revised, and your use of the Sites following the posting will constitute your acceptance of the new Site Terms.

## C. United States Usage

The Site is operated by a U.S. entity and is governed by the state and federal laws of the United States. The laws of your jurisdiction may be more or less strict than the laws that apply to the Sites. If you access the Sites from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

You may not use the Sites or Costco’s services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the government of the country where you are accessing the Sites or using Costco’s services. You are responsible for compliance with all U.S. or other export and re-export restrictions that may apply to goods, software, technology and services.

## D. License and Site Access

Costco grants you a limited license to make personal use only of the Sites. Such grant does not include, without limitation: (a) any resale or commercial use of the Sites or any Site Materials (defined below); (b) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form any of the Site Materials not intended to be so read, including use of or directly viewing the underlying HTML or other code from the Sites except as interpreted and displayed in a web browser; (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any Site Materials (including any Costco trademarks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (d) the collection and use of any product listings or descriptions; (e) making derivative uses of the Sites and any Site Materials; or (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Site Materials or to collect any information from the Sites or any other user of the Sites. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under a patent, trademark, copyright, or proprietary right of Costco or any third party. You may not use any meta tags or any other “hidden text” utilizing Costco's name, trademark, or product name without our express written consent. “Site Materials” means all materials on the Sites, including, without limitation, trademarks (as specifically defined in these Site Terms), design, product description, HTML text, graphics, other files, photographs, codes, software layout, design forms and the selection and arrangement thereof.

We may terminate this license and your use of or access to the Sites if you make or permit any unauthorized use of the Sites. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. We reserve the right to have all violators prosecuted to the fullest extent of the law.

## E. Payment Terms

### 1. Costco Shop Card

Costco Shop Cards (formerly known as “Costco Cash Cards”), whether physical or electronic, are issued by Costco Wholesale Corporation. Use of the card constitutes acceptance of the following terms:

* • the card may be used only for making purchases of merchandise or gasoline at any Costco location in the United States, Puerto Rico, and Canada, or on Costco.com and Costco.ca;
* • neither Costco Wholesale Corporation nor its affiliates are responsible for use of the card without your permission; and
* • balances cannot be applied as payments to any account or redeemed for cash, except as required by law.

For balance inquiry for a Costco Shop Card, visit costco.com.

### 2. Mobile Payments

If you use a Costco Pay fob and link your credit card or other accepted payment method to it, you may utilize the Costco Pay fob to facilitate transactions and make payments at Costco fuel stations. When you scan your Costco Pay fob at a Costco fuel station, your default payment method will be charged. You can select your default payment method during set-up of your Costco Pay fob. Fobs are the property of Costco and must be returned upon request.

As used in these Site Terms, payments through the Costco Pay fob are referred to as “Mobile Payments”. Mobile Payments are processed by third parties that will receive your payment information. To keep your financial data secure, we do not store full credit card information.

Costco reserves the right at any time to discontinue or suspend Mobile Payments or where they are accepted.

## F. Changes, Misprints, Errors and Cancellations

Subject to applicable law, we: (a) reserve the right to change the goods and services advertised or offered for sale through the Sites, the prices or specifications of such goods and services, and any promotional offers and any other Site Materials at any time and from time to time without any notice or liability to you or any other person; (b) cannot guarantee that goods or services advertised or offered for sale on the Sites will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale; (d) do not warrant that the Site Materials (including without limitation product descriptions or photographs) are accurate, complete, reliable, current or error-free; and (e) reserve the right to cancel, to terminate or not to process orders (including accepted orders) where the price or other material information on the Sites is inaccurate or when we recognize abuse of our policies. If we do not process an order for such reason, we will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Where required by law, taxes applicable to merchandise you are purchasing will be added to your order. In the rare event the amount of tax charged on your order is not correct, you may request a refund in accordance with the state laws applicable to your purchase.

## G. Passwords and Security

If you use a password to access the Sites or any portion of it, then you are responsible for maintaining the confidentiality of the password and for restricting access to the device you use to access the Sites, and you agree to accept responsibility for all activities that occur on your account or with your password. In the event that the confidentiality of your account or password is compromised in any manner, you will notify Costco immediately. Costco reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Sites and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account. While Costco takes prudent steps to protect your account and the Sites, it cannot protect your information outside of the Sites. For example, when Costco communicates with you via unencrypted email from time to time, the communication is not secure, is not stored securely, and the information contained may be viewed by others. You acknowledge that by requesting information by email, you agree that we may transmit it to you from time to time and store it in an unencrypted form and manner. Costco may rely on the authority of anyone accessing your account or using your password and in no event will Costco be held liable to you for any liabilities or damage resulting from or arising out of (i) any action or inaction of Costco under this provision; (ii) any compromise of the confidentiality of your account or password; and (iii) any unauthorized access to your account or use of your password.

## H. Intellectual Property

### 1. Ownership

All Site Materials are owned by us and others and are protected by United States and international copyright, trademark and other laws.

### 2. Trademarks

COSTCO, COSTCO WHOLESALE, COSTCO.COM, KIRKLAND SIGNATURE (and other trademarks owned by Costco), and their respective designs and/or logos are either trademarks or registered trademarks of Costco and may not be copied, imitated or used, in whole or in part, without the prior written permission of Costco. In addition, all page headers, custom graphics, button icons, and scripts are trademarks, and/or trade dress of Costco, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Costco. All other trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners.

### 3. Restrictions on Use

Except as stated in the Site Terms, none of the materials and intellectual property described in these Site Terms (including the Site Materials) may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Costco or the respective intellectual property owner. You may electronically copy and print to hard copy portions of the Sites for the sole purpose of using materials it contains for informational and non-commercial, personal use only. Any other use of the materials in the Sites (including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display, or performance), without the prior written permission of Costco, is strictly prohibited.

### 4. Copyright

To notify us of a suspected copyright infringement, write to us at:

**Costco Wholesale**

**Legal Department**

**999 Lake Drive**

**Issaquah, WA 98027**

Include the following (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

* a. The physical or electronic signature of the owner or someone authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
* b. A description or identification of the copyrighted work you claim has been infringed.
* c. A description of the material that is claimed to be infringing, and information reasonably sufficient to allow us to find it.
* d. Your address, telephone number, and e-mail address.
* e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
* f. A statement, under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on behalf of the owner.

Repeated violations of others' copyrights may result in a loss of privileges.

## I. Software

Any software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively "Software"), that may be made available on the Sites is licensed to you by Costco on a non-exclusive and limited basis. Costco shall retain full and complete title and all intellectual property rights to Software. You shall not copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

## J. Hyperlinks

### 1. Links to the Sites

You are granted a limited, non-exclusive right to create a hypertext link to the home page only of the Sites, provided such link does not portray Costco or any of its products and services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time. You may not use, frame or utilize framing techniques to enclose any Costco trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page, or form contained on a page without Costco's express written consent. All other linking is prohibited without prior consent from Costco. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Costco or any third party.

### 2. Third Party Links

Costco makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of websites accessible by hyperlink from the Sites, or websites linking to the Sites.

## K. Submissions

### 1. Your Information

If you register on the Sites, you agree that any information you provide to us will be current, accurate and complete, and you will promptly update this information if it changes.

### 2. Additional Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to Costco, or postings on the Sites (“Submissions”) are non-confidential (subject to our Privacy Policy) and that you remain solely responsible and liable for your Submissions. You further hereby grant (or warrant that the owner of the Submissions has granted) to us and our assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on our part or of our assigns, and you hereby waive all moral rights, or agree, represent and warrant that all moral rights in the Submissions (including without limitation the rights of paternity, attribution and integrity) are irrevocably waived, in favor of us and our assigns. The foregoing license does not apply to the Photo Content defined and described in Section 4 below.

### 3. Restrictions for Submissions

By using the Sites, you agree not to do any of the following:

* i. Upload to, distribute, create through or otherwise publish through the Sites any Submission ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, contains nudity, or is otherwise objectionable;
* ii. Upload or transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law, including without limitation, the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the Nasdaq Stock Market;
* iii. Upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;
* iv. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
* v. Upload to, distribute or otherwise publish through the Sites any Content such as charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, any form of unsolicited commercial email or "spam" (regardless of whether the email itself complies with the requirements of federal or state law for sending commercial email), or offering or disseminating fraudulent goods, services, schemes or promotions;
* vi. Upload any Content that contains any private or personal information of a third party without such third party’s consent; and
* vii. Disseminate any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

### 4. Photo Center and Business Printing Content

Our Sites provide free, unlimited storage of online photos to Costco members through our online Photo Center and Business Printing services (“Photo Services”).

Except as otherwise set forth in these Site Terms, only you and the contacts that you choose to invite will have access to the Content you submit to, or otherwise create with, the Photo Services (“Photo Content”). If your Costco membership becomes inactive or is terminated for any reason, Costco may delete or take down your Photo Content, including all information, communications, postings, albums, or image files you have stored through the Photo Services. For clarity, the Content restrictions in Section 3 above also apply to Photo Content.

You are solely responsible for maintaining backup copies of all Photo Content. Costco will not liable or responsible to you for any damages or losses that result from your inability to access or use Photo Content.

You hereby grant Costco a perpetual, universal, nonexclusive right to copy, display, modify, transmit, make derivative works of and distribute your Photo Content solely for the purpose of providing the Photo Services you request. Except as otherwise set forth in these Site Terms, Costco will not print or display your Photo Content other than in accordance with actions you take or selections you make (e.g. photo sharing, printing, etc.).

### 5. Policies and Enforcement

All access to and use of the Sites are governed by and subject to the Site Terms. We have the right, but not the obligation, to monitor any activity and Content associated with forums and interactive areas on the Sites. We may access at any time and use internally for any lawful purpose information stored on our systems, including the content of any emails or other communications. We may disclose such information to any third party including law enforcement agencies to protect our rights or property in response to legal process, or in a good faith belief that such disclosure is justified or required in an emergency situation. We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. Costco has the right, but not the obligation, to take any action we deem appropriate, including but not limited to action to issue a warning, suspend or terminate your access and use of the Sites and related services at any time, and block, remove or edit any communication and materials that Costco believes in its sole discretion may violate applicable law, the Site Terms or a third party's rights. Costco takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

### 6. Responsibility for Your Conduct

You represent and warrant that you have and will retain all rights necessary to grant the licenses to Costco under these Terms. You remain solely liable for the Content or other information you upload or transmit to the discussion forums or interactive areas of the Sites, including the Photo Services. You agree to indemnify and hold harmless Costco and its parents, employees, agents and representatives from any third-party claim, action, demand, loss, or damages (including attorneys' fees) arising out of or relating to your conduct, your actual or attempted violation of these Site Terms or any applicable law, your Submissions (including Content and Photo Content), your violation of any rights of a third party, or the acts or omissions of a third party who has authority to access or use the Sites on your behalf or arising out of your violation of these Site Terms.

## L. Financial Material Disclosure

### 1. Forward-Looking Statements

The Sites, and any documents issued by us and available through the Sites, may contain statements which constitute forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements include all passages containing verbs such as "aims," "anticipates," "believes," "expects," "intends," "plans," "predicts," "projects," or "targets" or nouns corresponding to such verbs. Forward-looking statements also include statements or other passages primarily relevant to expected future events or that can only be evaluated by events that will occur in the future. These forward-looking statements are based on the opinions and estimates of management at the time the statements are made and are subject to certain risks and uncertainties that could cause the actual results to be materially different from those anticipated in or implied by the forward-looking statements. Information about factors that could potentially affect our results is contained in the reports we file with the Securities and Exchange Commission, including but not limited to any risk factors we identify in our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q or current Reports on Form 8K. Forward-looking or other statements speak only as to the date they were released. Costco undertakes no obligation to update forward-looking or other statements to reflect events or circumstances that occur after the date the statements were made. In addition, please note that information contained in the Sites shall not be included as part of, or incorporated by reference into (nor shall it be deemed to be a part of or incorporated by reference into), any prospectus or offering memorandum of Costco used in connection with the offering or sale of securities.

### 2. Webcasts, Calls

From time to time, Costco provides earnings or other financial information to the public via webcasts or conference call. Unauthorized recording or downloading of these is not permitted. Any rebroadcast or rewebcast of these events is prohibited without the express prior consent of Costco. Information provided is only accurate as of the date of the event. While Costco attempts to ensure your access and use of the Sites are safe, Costco cannot and does not represent or warrant that the Sites or their servers will be error-free, uninterrupted, free from unauthorized access (including third party hackers or denial of service attacks), or otherwise meet your requirements.

### 3. Third Party Financial Information

We provide links and access to third party websites or services that contain information that is provided as a service to those interested in the information. Costco neither regularly monitors nor assumes responsibility for the content of third parties' statements or websites. Accordingly, Costco does not endorse or adopt these websites or any information contained therein. Costco makes no representations or warranties whatsoever regarding their accuracy or completeness.

## M. Children

You must be at least 13 years of age to access or use the Sites. This website is designed for and intended for use by adults. If you are under 18, you may use the Sites only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this site by children, minors and others under your care. You agree to be responsible for their use of the Sites.

## N. Disclaimer

THE SITES AND THE MATERIALS PROVIDED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COSTCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SITES AND MATERIALS, CONTENT, SERVICES AND PRODUCT ON THE SITES. COSTCO DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. COSTCO IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY. COSTCO DOES NOT REPRESENT OR WARRANT THAT THE SITES OR THEIR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT USE OF THE SITES, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITES IS AT YOUR SOLE RISK.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Costco.

## O. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COSTCO BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO COSTCO’S OPERATION OF, OR YOUR USE OF, THE SITES, EVEN IF COSTCO OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COSTCO [WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY] ARISING OUT OF OR RELATING TO COSTCO’S OPERATION OF THE SITES EXCEED $100.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OF COSTCO IN CONNECTION WITH OPERATING THE SITES.

## P. Applicable Law, Venue and Limitation of Actions

These Site Terms shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and entirely to be performed within Washington, without resort to its conflict of law provisions. Regardless of where you access the Sites, you agree that any action at law or in equity arising out of or relating to the Site Terms shall be filed and adjudicated only in the federal or state courts located in Seattle, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of the Site Terms.

## Q. Termination

Notwithstanding any of the Site Terms, Costco reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent future access to and use of the Sites if you violate any of these Site Terms or Costco’s policies. Upon termination, these Site Terms shall still apply.

## R. Consent to Electronic Communication

When you visit the Sites, chat with us or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by chat, email, or by posting a notice on the Sites. You agree that we may treat specific actions by you, such as checking boxes to receive email updates, sending us an email directly or through the costco.com site, providing an email address in a chat conversation, or leaving a telephone message with an email address for customer service to respond to a query about your account, as a request that we communicate personal financial or medical information with you by unencrypted email. You acknowledge and agree that unencrypted email sent over the Internet is not secure and may be read by others, and you agree that when you request that we send you email you are authorizing us to transmit and disclose your information (including your personal financial or medical information) from time to time in an unencrypted manner. You further acknowledge that emails sent with this information are not stored in a secure manner. Your options, including your right to opt-out of receiving certain kinds of emails from us, are further described in our [Privacy Policy](https://www.costco.com/privacy-policy.html) and in our [Notice of Privacy Practices: Pharmacies & Health Care Centers](https://www.costco.com/wcsstore/CostcoUSBCCatalogAssetStore/rx/pharmacy-privacy-practice.pdf).

## S. Legal Equivalency

This electronic document and any other electronic documents, policies and guidelines incorporated herein will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing: (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administer of proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

## T. Severability

If any provision of the Site Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

## U. Waivers

No waiver, express or implied, by either party of any breach of or default under these Site Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

## V. Contact Us

If at any time you need assistance or are experiencing difficulties using the Sites, please contact [Customer Service](https://customerservice.costco.com/) via [phone](https://customerservice.costco.com/app/answers/detail/c/10/a_id/8162) or [chat](https://customerservice.costco.com/app/chat/chat_launch/); or write us at: Customer Service, PO Box 34622, Seattle, WA 98124.