# Policy & Agreement

### Terms and Conditions

These terms and conditions (these “Terms”) govern your use of any website or mobile application owned or operated by Newegg, its subsidiaries and affiliates, including Newegg websites around the world (collectively, the “Site”) where these Terms appear or are linked. These Terms are subject to change by Newegg, in its sole discretion, at any time, without prior written notice. Any changes to these Terms will be in effect as of the “Last Updated Date” referenced on the Site. Therefore, you should review these Terms prior to using the Site.

Additional terms and conditions may apply to some products or services offered by Newegg and to the use of the Site and to specific portions or features on the Site, including, but not limited to, promotional offers, contests, or other similar features (“Additional Terms”) all of which terms are made a part of these Terms by this reference. The Additional Terms will control to the extent of any inconsistency between the Additional Terms and these Terms.

You should also carefully review our Privacy Policy before using the Site as it also govern your use of the Site and our services.

**Please read these Terms carefully before using the Site. If at any time you do not agree with any of these Terms, you must immediately stop using the Site.**

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “GOVERNING LAW AND JURISDICTION” SECTION BELOW, AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND NEWEGG WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

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### 1. About us

We, along with our affiliates and subsidiaries, are Newegg. Our address is 17560 Rowland St., City of Industry, California 91748. You can contact us by mail at the above address, by email at [wecare@service.newegg.com](mailto:wecare@service.newegg.com) or by telephone at 1 (800) 390-1119.

### 2. Use of the Site

When you use the Site or our services, you agree to use the Site and our services only for purposes that are permitted by these Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.  In addition, you agree that you are solely responsible for any breach of your obligations under these Terms and for the consequences (including any loss or damage which Newegg may suffer) of any such breach. As a condition of your use of the Site and our services, you warrant to Newegg that you will not use the Site or our services for any purpose that is unlawful or prohibited by these Terms. Whether on behalf of yourself or on behalf of any third-party, you agree not to:

* Access or attempt to access the Site other than through the interface that is provided by Newegg, unless you have specifically been permitted to do so in a separate written agreement signed by an authorized representative of Newegg;
* Access or attempt to access the Site, or any portion thereof, through any automated means, including but not limited to the use of scripts or web crawlers;
* Engage in any activity that disrupts or otherwise interferes with the Site (or the servers and networks which are connected to the Site), or our services;
* “Scrape”, duplicate, reproduce, copy, republish, license, sell, trade or resell the Site for any purpose;
* Divert or attempt to divert Newegg customers to another website, mobile application, or service;
* Send unsolicited or unauthorized emails on behalf of Newegg, including promotions and/or advertising of products or services;
* Restrict or inhibit any other person from using the Site or our services;
* Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site;
* Attempt to do anything, or encourage, assist, or allow any third-party to do anything in violation of these Terms; or
* Use a false email address, impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site or our services.

Newegg reserves the right to refuse service, in its sole discretion, at any time, for any lawful reason, without notice. Newegg reserves the right to withdraw or amend the Site, and any service or material we provide on the Site, in its sole discretion, at any time, for any reason, without notice. NEWEGG WILL NOT BE LIABLE IF FOR ANY REASON ALL OR ANY PART OF THE SITE IS UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD. FROM TIME TO TIME, WE MAY RESTRICT ACCESS TO SOME PARTS OF THE SITE, OR THE SITE ENTIRELY, TO USERS, INCLUDING REGISTERED USERS.

### 3. Posting content on the Site

**3.1. Posting content on the Site**

You may post content on the Site, including, but not limited to, testimonial, feedback, reviews, and blogs. If you post content on the Site, you agree to comply with our Privacy Policy, and these Terms. You acknowledge and agree that you are solely responsible for all content and the accuracy of all content you make available in connection with the Site. You represent and warrant that:

* You and not someone else composed and posted the content on the Site;
* You own or otherwise control all of the rights to the content that you post on the Site;
* You have the authority to grant the rights in such content; and
* Such content, and the use of such content, will not violate these Terms.

**3.2. Right to use content**

Unless we indicate otherwise, you grant Newegg an irrevocable, perpetual, sublicensable, transferable, non-exclusive, and royalty-free worldwide right and license to use, copy, modify, adapt, publish, transmit, perform, and create derivative works, incorporate and imbed into other works, and distribute, and display such content throughout the world in any medium or form now existing or later created. You also agree to the following:

* We may use the content for any purpose;
* We may use the comment with or without any pseudo (pen) name credit;
* The reprint or use of the content will be at our discretion and without compensation; and
* We may use the content locally, nationally, or globally and such use may be made in any media, information or communication platform (including Internet advertising) currently in use or later developed.

**3.3. Right to monitor content**

Newegg has the right, but not the obligation, in its sole discretion, at any time, for any reason, to monitor, analyze, edit, move, remove, or refuse to make available any content made available through the Site. Newegg takes no responsibility and assumes no liability for any content you post, upload, or otherwise make available through your use of the Site. You are solely responsible for any content you post, upload, or otherwise make available through your use of the Site.

**3.4. Restrictions on content**

Newegg may, in its sole discretion, at any time, remove or deny content for any reason, including, but not limited to, when the content contains any of the following:

* Hyperlinks/URLs;
* References to other stores/resellers;
* Comments on products that were either physically damaged or misused;
* Comparisons to competing brands/products of competing brands;
* References to aftermarket procedures or installation techniques not mentioned specifically in the original product documentation; such as overclocking, hacked drivers, tweaking/modding, and etc.; or
* Replies to existing customer reviews; please do not attempt to initiate discussions here.

**3.5. Prohibited content**

You are prohibited from posting content on the Site that is:

* Offensive or abusive;
* Obscene, pornographic, or otherwise objectionable;
* Illegal;
* False, fraudulent, inaccurate, or misleading;
* Derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any person or entity;
* Violent or threatening, or promotes violence or actions that are threatening;
* Infringing the rights of others, including, but not limited to patent, copyright, trademark, trade secret, trade dress, right of privacy, or any other proprietary right;
* Intending to cause harm, damage, or otherwise interferes with the Site and our services;
* Violating any of our policies;
* Violating any local, state, federal, or international laws;
* Injurious to third parties; or
* Contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam” or unsolicited commercial electronic messages.

### 4. Registering for an account

To register for a Newegg account, you must provide us with your personal information, including your name, email address, and password. It is a condition of your use of the Site that all the information you provide on the Site is accurate, current and complete. Your user name and password are for your personal use only. To ensure that your user name and password remain confidential, DO NOT share this information with anyone. You are responsible for maintaining the confidentiality of your account information and for restricting access to your computer or mobile device, and you agree to accept responsibility for all activities that occur under your account.  **Remember to choose a strong password, including numbers, capital letters, special characters, etc., and is not typically found in a dictionary.  In the event your password is lost or stolen it is your responsibility to notify Newegg at the address listed in the “Contact Us” section.**

Newegg may, in its sole discretion, at any time, for any reason, deactivate, block, or freeze your account.

### 5. Placing an order

**5.1. Orders**

**5.1.1 Orders**

Your order is an offer to Newegg to buy the product(s) and services listed in your order along with a sales order number. When you place an order to purchase a product and/or service from Newegg, we will send you an email confirming receipt of your order and containing the details of your order (the “Order Confirmation”). Your receipt of the Order Confirmation only confirms that we have received your order; it does not constitute Newegg’s acceptance of your order or Newegg’s confirmation of our offer to sell. An order is not binding upon Newegg until it is accepted; Newegg must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Once payment is received and an order is accepted, Newegg will issue an invoice to you and a contract will come into existence between you and us. Newegg may, in its sole discretion, at any time after receiving your order, accept or decline your order for any reason. In addition, Newegg may, in its sole discretion, cancel your order and limit order quantity. Where your order is declined, cancelled or limited, we will inform you of this by appropriate means and you will not be charged. If however, your order is limited or canceled after your credit card has been charged for the purchase, Newegg will issue a credit to your credit card account in the amount of the charge.

We may process payment for and ship parts of your order separately.

You consent to receive sales invoices electronically. Electronic invoices will be made available in pdf format in the “your account” area of the Site.

**MARKETPLACE ORDERS**

Marketplace: For an order for an item that is listed on the Site as “Sold and Shipped by” a third-party seller through Newegg’s Marketplace platform (“Marketplace Seller”) and not “Sold and Shipped by Newegg” (“Marketplace Item”), Newegg is the seller of record and the order processing is as set out at section “5.1.1. Orders” above and the contract is formed between you and Newegg.

However, although Newegg is the seller or record, the Marketplace Seller and not Newegg is solely responsible for fulfilling and delivering the order to you and bears all liability and risks associated with, or related to, any item that is sold and shipped by that Marketplace Seller that is purchased by a customer through the Site. When you place an order for a Marketplace Item, we will provide the Marketplace Seller with the information necessary to process and fulfill the order, in accordance with the terms of Newegg’s Privacy Policy. Please note that Marketplace Sellers may have policies that differ from Newegg’s policies; therefore, for orders for Marketplace Items, please review the applicable Marketplace Seller’s policies for any other terms and conditions that may apply to your order for such items. The Marketplace Seller’s posted policies will control to the extent of any inconsistency between Newegg’s policies and the Marketplace Seller’s posted policies.

**5.1.2. Pre-orders**

Click the Pre-order button in the item description and checkout as you normally would. A sales order number will be issued at the Order Confirmation screen just as if you were placing a conventional order, but your credit/debit card will not be charged until your pre-ordered item is in stock and ready to ship. If you purchase an in-stock item with a pre-order item, you will be charged accordingly for the available product and the difference when your pre-ordered item is in stock and ready for shipment. In this instance, two sales order numbers will be issued; one for the in-stock merchandise and one for the pre-ordered merchandise. You will be kept up-to-date via the Site and through standard Order Status emails to your account.

**5.1.3. Backorders**

We will sometimes allow you to backorder an item that is out of stock. However, these items will be clearly marked with a Backorder button. Click the Backorder button in the item description and checkout as you normally would. A sales order number will be issued at the Order Confirmation screen just as if you were placing a conventional order, but your credit/debit card will not be charged until your backordered item is in stock and ready to ship. If you purchase an in-stock item with a backorder item, you will be charged accordingly for the available product and the difference when your backordered item is in stock and ready for shipment. In this instance, two sales order numbers will be issued; one for the in-stock merchandise and one for the backordered merchandise. You will be kept up-to-date via the Site and through standard Order Status emails to your account.

Marketplace: Backordering is not currently available for Marketplace Items.

**5.2. Payment**

In order to place an order with Newegg, you must provide us with your name, shipping address, billing address, telephone number, and payment information, such as your credit card number, billing address, credit card expiration date, and credit card security code. You represent and warrant to Newegg that the credit card information or other payment method information you provide to Newegg is accurate and complete; and you are authorized to use such credit card or payment method for the purchase.

Terms of payment are within our sole discretion and we must receive payment before our acceptance of an order. Payment methods may vary by location. To learn about U.S. payment methods, please [click here](https://kb.newegg.com/knowledge-base/accepted-payment-methods/). Depending on your location, we may accept any of the following payment methods:

* Visa
* MasterCard
* American Express
* Discover
* PayPal
* Newegg Gift Card
* MasterPass
* Amex Express Checkout
* Bitcoin
* Android Pay
* Apple Pay

**5.3. Shipping**

Your total cost for the purchase of any product will include the shipping and handling charges shown on your Newegg invoice. Your original shipping fees are non-refundable in the case of a returned product. Those fees are paid for the services provided by and to the original carrier, and will not be refunded to you if your item is returned for a refund to Newegg.

To learn more about shipping for U.S. customers, please review our [U.S. Shipping Policy](https://kb.newegg.com/knowledge-base/domestic-shipping/). The Domestic Shipping Policy is incorporated into these Terms in its entirety.

**5.4. Risk of Loss and passing of Title**

Newegg will arrange for shipment of ordered product(s) to you, Free Carrier (F.C.A.) risk of loss passes to you upon delivery to the carrier. Title to the product(s) – excepting software – will also pass to you upon delivery to the carrier. Title to software will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. You agree to be bound by any software license agreement once the seal on the package is broken. Newegg will advise you of estimated shipping dates, but Newegg will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

**5.5. Taxes**

Under applicable state laws, sales tax will be charged for orders shipping into states where Newegg is required to collect tax. Therefore, all orders shipped will be charged applicable sales tax according to your area’s tax rate except for the following states:

* Alaska, excluding the municipalities list below;
  + The City of Aleknagik
  + The City of North Pole
  + The City and Borough of Juneau
  + The City of Wasilla
  + The Kenai Peninsula Borough
  + The City of Kenai
  + The City of Seldovia
  + The City of Homer
  + The City of Soldotna
  + The City of Seward
  + The City and Borough of Wrangell
  + The City of Nome
  + The Haines Borough
  + The City of Adak
  + The City of Palmer
  + The City of Cordova
  + The Petersburg Borough
  + The City of Gustavus
  + The City of Kodiak
  + The City of Unalaska
  + The City and Borough of Sitka
  + The City of Dillingham
  + The City and Borough of Yakutat
  + The City of Craig
  + The City of Tenakee Springs
  + The City of Mountain Village
  + The City of Saint Paul
  + The City of Togiak
  + The City of Toksook Bay
  + The Ketchikan Gateway Borough
  + The City of Thorne Bay
  + The City of Bethel
  + The City of Houston
  + The City of Ketchikan
  + The City of Saxman
* Delaware;
* Florida;
* Kansas;
* Missouri;
* Montana;
* New Hampshire; and
* Oregon.

Please note that even if Newegg does not collect state sales tax, you are required to pay it when you file your state taxes.

Sales tax laws continuously change, and we will use commercially reasonable efforts to keep this list current.

**5.6. Tax exemption**

If you are a tax-exempt organization or reseller, you can apply for tax exemption on your Newegg orders. To learn about tax exemptions, please [click here.](https://kb.newegg.com/knowledge-base/sales-tax-and-tax-exemption/)

**5.7. Customs, duties & taxes**

When ordering products from Newegg for delivery from outside of your jurisdiction, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Contact your local customs office for further information. Additionally, please note that when ordering from Newegg, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

**5.8. Order processing**

**5.8.1. Order status**

Newegg will keep you informed of your order status via email. All tracking information will be emailed to your Newegg ID once your order has shipped (except when an APO/FPO/DPO is the shipping destination). You may also acquire your order status and other live updates by logging in to your account on the Site.

**5.8.2. Order processing**

Once you have placed your order, you can expect your order to be processed within approximately 1-2 business days, provided the items are in stock and there are no problems with payment verification. Newegg does not guarantee same day-shipping. We do not process orders on Saturdays or U.S. holidays.

Marketplace: If you purchase a Marketplace Item from a Marketplace Seller, that Marketplace Seller is responsible for shipping the item to you. While Newegg does not guarantee processing times for Marketplace Items, in general Marketplace Sellers should process orders within 1-2 business days of order verification.

**5.8.3. Rush processing**

Rush Processing expedites the fulfillment of your order so it can be packed, shipped and on the road the same business day it is placed. For Rush Processing to be effective, your order must be submitted and charged before 2:30 p.m. PST, Monday through Friday. If the above conditions are met and we fail to ship your order the same business day, we will refund the Rush Processing fee.

The following items and order types are not eligible for rush processing Marketplace Items, third-party Newegg distribution centers, Backorders, Pre-orders, DVD movies, Large Item Delivery shipping method, ShopRunner shipping service, Super Eggsaver and Will Call orders. For orders with eligible and ineligible items, rush processing will apply to the eligible items only. Ineligible items will automatically be split onto a separate order.

For orders placed between 11 a.m. and 1 p.m. PST, Monday through Friday, the Rush Processing fee is $3.99. For all other times, the Rush Processing fee is $2.99.

IN ALL CIRCUMSTANCES, NEWEGG‘S MAXIMUM LIABILITY IS LIMITED TO THIS RUSH ORDER FEE ONLY. WHILE NEWEGG CANNOT GUARANTEE SAME DAY SHIPMENT FOR ALL ORDERS, NEWEGG WILL PUT FORTH COMMERCIALLY REASONABLE EFFORTS TO SHIP ALL RUSH PROCESSING ORDERS THE SAME BUSINESS DAY IF THE ABOVE CONDITIONS ARE MET. OTHERWISE, YOUR RUSH PROCESSING FEE WILL BE REFUNDED.

Marketplace: Rush processing is not currently available for Marketplace Items.

**5.9. Canceling orders**

You may cancel your order for a product at no cost any time before the order has been processed and shipped, provided Newegg has sufficient time to cancel the order.

Nothing in this section limits your rights to cancel your order under any law.

**5.10. Returns**

To learn about returns, please review our [Return Policy](https://kb.newegg.com/knowledge-base/return-policy/)**.**The Return Policy is incorporated into these Terms in its entirety.

Nothing in the Return Policy limits your rights and remedies under any law.

**5.11. Newegg Marketplace Guarantee**

When you purchase a Marketplace Item, we want you to be confident that you will receive the type of customer service you’ve come to expect from Newegg. With that in mind, we offer the Newegg Marketplace Guarantee for purchases of Marketplace Items. **With the Newegg Marketplace Guarantee, if you meet certain requirements, you may be eligible for reimbursement of the purchase price for most Marketplace Items, up to $1,000.**

Please [click here](https://kb.newegg.com/knowledge-base/newegg-marketplace-guarantee/) for more information about the Newegg Marketplace Guarantee. The Newegg Marketplace Guarantee is incorporated into these Terms in its entirety.

**5.12. Newegg Price Match Guarantee**

Newegg offers our Price Match Guarantee for select items. If you purchase an item from Newegg which is carrying the Price Match Guarantee badge at the time of purchase, then find the exact same item at a lower price by Newegg or a major retailer, within 14 calendar days, just  [let us know](http://www.newegg.com/HelpInfo/OverView1.aspx?SectionID=106&SubjectID=194&ShortDesc=Price), and we’ll send you a Newegg Customer Care Card to cover the difference.

To learn about Newegg’s Price Match Guarantee, please [click here](https://promotions.newegg.com/nepro/16-2624/index.html)**.**The Price Match Guarantee is incorporated into these Terms in its entirety.

### 6. Products

**6.1 Products**

Unless expressly indicated otherwise, Newegg is not the manufacturer of the products sold on the Site. Actual product packaging and materials may contain more and different information to that displayed on the Site. Ingredients may also change. All information about the products on the Site is provided for information purposes only, and NEWEGG MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE SITE’S ACCURACY. We recommend that you do not rely solely on the information presented on the Site. Please always read labels, warnings and directions provided with the product before use.

For healthcare products, in the event of any safety concerns or for any other information about a product, please carefully read the information provided with the product or contact the manufacturer. Content on the Site is not intended to substitute for advice given by a medical practitioner, pharmacist or other licensed healthcare professional. Contact your healthcare provider immediately if you suspect that you have a medical problem. Information and statements about products are not intended to be used to diagnose, treat, cure or prevent any disease or health condition.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEWEGG ACCEPTS NO LIABILITY AND RESPONSIBILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT PRODUCTS BY MANUFACTURERS OR OTHER THIRD PARTIES.

Notwithstanding the foregoing, nothing in this section limits your rights and remedies under any law.

**6.2. Product testing**

Newegg, like other e-retailers, ships items in the condition they were received from the original manufacturer/distributor. Newegg does not conduct product testing before shipping any merchandise.

Marketplace: Marketplace Sellers may or may not conduct product testing. Check the Marketplace Seller’s Policy Page for information on the product testing practices of individual Marketplace Sellers.

**6.3. Technical support**

Newegg does not offer any sort of technical assistance. We cannot offer advice on compatibility of items, make product recommendations, or provide technical support or sales advice. We post all of the information the manufacturer provides us with for your convenience. Please contact the manufacturer directly for accurate answers to your technical questions or for additional information or specifications that are not posted at Newegg.

Marketplace: If you need technical support fora Marketplace Item, please direct your requests for technical assistance to the applicable Marketplace Seller. However, please be aware that certain Marketplace Sellers may not offer technical assistance. Check the Marketplace Seller’s Policy Page of the individual Marketplace Seller for details.

**6.4. Product-specific policies**

**6.4.1 “Must Be Purchased with Hardware”**

The “must be purchased with hardware” precept is mandated by the software publisher. In accordance, Newegg customers must purchase some type of product that falls under the general category of computer hardware in order to purchase applicable software. Hardware is classified as any component that will be used when assembling a computer system (a hard drive, motherboard, processor and a floppy drive are all examples of merchandise that will qualify). There is no specific or set price the hardware has to be, merely that there is some sort of eligible hardware present in the order itself.

**6.4.2 Buyers of optional service plans, warranties, and protection plans**

If you purchase certain products through the Site, you may be able to purchase an optional service plan, warranty, or protection plan (the “Plans”) for the product. The Plans are provided by third-party service providers and may have their own set of terms and conditions. If applicable, the details of the Plans will be available to you at the point of purchase. You should carefully review the applicable terms and conditions for the Plans before you purchase any of the Plans.

You authorize Newegg to initiate a charge to the credit card or other payment method that was used to purchase the equipment in the amount of $250.00, the equipment discount, if it is due.

### 7. Programs

**7.1. Newegg’s Premiere Membership**

To learn about Newegg’s Premiere Membership, please [click here](https://kb.newegg.com/knowledge-base/newegg-premier-benefit-program-terms-conditions/)**.**The Newegg Premiere Membership Terms and Conditions is incorporated into these Terms in its entirety.

**7.1. Newegg’s Subscription Program**

To learn about Newegg’s Subscription Program, please [click here](https://kb.newegg.com/knowledge-base/newegg-subscription-program-terms-conditions/)**.**The Newegg Subscription Program Terms and Conditions is incorporated into these Terms in its entirety.

**7.3. Newegg’s Trade-In Program**

To learn about Newegg’s Trade-In Program, please [click here](https://promotions.newegg.com/warranty/14-2470/index.html)**.** The Newegg Trade-In Program Terms and Conditions is incorporated into these Terms in its entirety.

**7.4. Newegg Points and Rewards Program**

To learn about Newegg’s Points and Rewards Program, please [click here](hhttps://promotions.newegg.com/nepro/16-1318/index.html)**.**The Newegg Points and Rewards Program Terms and Conditions is incorporated into these Terms in its entirety.

**7.5. Reseller/Discount Program**

Unfortunately, we do not currently have a reseller or discount program available at this time. Newegg currently already negotiates the best possible price for you, and offers these great discounts to all of our customers through the Site. Anytime we receive any specials or promotions, we will post them on the Site for you to take advantage.

### 8. Newegg Gift Cards, Newegg Promotional Gift Cards, Newegg Store Credit Gift Cards, and Newegg Customer Care Gift Cards

To learn about Newegg Gift Cards, Newegg Promotional Gift Cards, Newegg Store Credit Gift Cards, and Newegg Customer Care Gift Cards, please [click here](https://kb.newegg.com/knowledge-base/gift-card-terms-conditions/) for the Terms and Conditions for Newegg Gift Cards, Newegg Promotional Gift Cards, Newegg Store Credit Gift Cards, and Newegg Customer Care Gift Cards. The Terms and Conditions for Newegg Gift Cards, Newegg Promotional Gift Cards, Newegg Store Credit Gift Cards, and Newegg Customer Care Gift Cards is incorporated into these Terms in its entirety.

### 9. Promotions

Promotional offers, Deals, Promo Codes, Rebates, Gifts, Combo Specials, Bundle Specials, Discounts, and etc. (collectively, “Promotions”) are subject to change without notice. In addition, Newegg reserves the right to modify or cancel Promotions at any time, for any reason, and without notice, but will honor orders already placed.

To learn about Promotions, please [click here](https://kb.newegg.com/knowledge-base/promotions-policy/) for the Promotions Policy. The Promotions Policy is incorporated into these Terms in its entirety.

### 10. Content on the Site

**10.1. Intellectual property**

All content included on the Site, such as text, graphics, logos, images, videos, digital downloads, data, software, any other material, and the design selection and arrangement thereof is owned or licensed property of Newegg, its suppliers, licensors, or other providers of such material and is protected United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Newegg and its suppliers and licensors expressly reserve all intellectual property rights in all content.

These Terms permit you to use the Site for your personal, non-commercial use only.

The Newegg name, logos, service names, designs, and slogans are trademarks of Newegg. You must not use such marks without the prior written permission of Newegg. All other names, logos, product and service names, designs and slogans that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Newegg.

**10.2. Pricing and availability**

All prices are displayed in the currency of the jurisdiction of the country you have selected when accessing the Site.

All pricing is subject to change without notice, and Newegg reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes and other extenuating circumstances.

On rare occasions, an item in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. IF WE HAVE MADE A MISTAKE AND A PRODUCT’S CORRECT PRICE IS HIGHER THAN THE PRICE ON THE SITE, WE MAY EITHER CONTACT YOU BEFORE SHIPPING TO ASK WHETHER YOU WANT TO BUY THE PRODUCT AT THE CORRECT PRICE OR CANCEL YOUR ORDER. If a product’s correct price is lower than our stated price, we will charge the lower amount and send you the product.

Newegg may limit the number of products available for purchase. Newegg may, in its sole discretion, at any time, for any reason, change the quantities available for purchase.

We list availability information for products sold by us on the Site, including on each product information page. Beyond what we say on that page or otherwise on the Site, we cannot be more specific about availability. As we process your order, we will inform you by email as soon as possible if any products you order turns out to be unavailable. Newegg shall at its sole discretion, at any time, have the right to refuse or cancel any order for a product that is unavailable. If such order is canceled after your credit card has been charged for the purchase, Newegg will issue a credit to your credit card account in the amount of the charge.

**10.3. Product listings**

Prices and availability of products are subject to change without notice. Any changes to Newegg-controlled prices, specifications and terms will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change.  Newegg strives for accuracy in all item descriptions, photographs images, compatibility references, detailed specifications, pricing, links and any other product-related information contained herein or referenced on the Site. Due to system, typographical, informational, technical, human, and other error, we cannot and do not guarantee that all information, including descriptions, photographs images, compatibility references, detailed specifications, pricing, links, availability and any other product-related information listed is accurate, complete or current, nor do we assume responsibility for these errors. Newegg reserves the right at any time and without notice to update product information and to correct and/or remove product-related errors, inaccuracies, or omissions. To the fullest extent permitted by law, Newegg shall at its sole discretion have the right at any time to refuse and/or cancel any order for a product whose listing on the Site contained erroneous information, including but not limited to incorrect pricing. If such order is canceled after your credit card has been charged for the purchase, Newegg will issue a credit to your credit card account in the amount of the charge. Additionally, all hyperlinks to other websites from Newegg are provided as resources to customers looking for additional information and/or professional opinion. Newegg does not assume responsibility for the claims and/or representations made on these or any other websites.

Notwithstanding the foregoing, nothing in this section limits your rights and remedies under any law.

**10.4. Product revisions**

**NEWEGG IS NOT RESPONSIBLE FOR CHANGES OR VARIATIONS IN PRODUCT SPECIFICATIONS AND/OR PHYSICAL APPEARANCE.**In the interest of our customers, Newegg puts forth commercially reasonable efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on the Site to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. Newegg relies on the manufacturer to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. CONSEQUENTLY, NEWEGG WILL NOT BE HELD RESPONSIBLE FOR PRODUCT REVISION CHANGES.

**10.5. Links**

All links to other websites from Newegg are provided as resources to customers looking for additional information and/or professional opinion. To the fullest extent permitted by law, Newegg does not assume responsibility for the claims and/or representations made on these or any other websites. IF YOU ACCESS ANY OF THE THIRD-PARTY WEBSITES LINKED TO THE SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK AND SUBJECT TO THE POLICIES AND TERMS AND CONDITIONS FOR SUCH WEBSITES.

**10.6. Product Tour**

The product resources offered in Product Tour are provided courtesy of their respective developers. As such, to the fullest extent permitted by law, Newegg is not responsible in any way for the accuracy of claims, representations or suggestions made in these materials. Similarly, all compatibility or technical issues should be directed to the appropriate developer or manufacturer.**THESE RESOURCES ARE PROVIDED ON AN “AS IS” BASIS BY NEWEGG AS A SUPPLEMENTARY SERVICE TO YOU, THE USER.** We offer these resources to you strictly for informative purposes as they may lend insight into products you are interested in and clarify any associated benefits.

### 11. Reporting claims of infringement of intellectual property rights

**11.1. Notices of copyright infringement**

We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from Newegg infringe your copyright, you may request removal of those materials (or access to them) from Newegg by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

* A physical or electronic signature of the copyright owner or a person who is authorized to act on behalf of the copyright owner;
* Identification of the copyrighted work you believe to have been infringed;
* Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
* Your name, mailing address, telephone number, and email address;
* A statement by you that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law; and
* A statement by you that the information is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Copyright Agent  
Newegg Legal Department  
17560 Rowland Street  
City of Industry, CA 91748  
Phone: (626) 271-9700  
Fax: (626) 271-9480  
[copyright@newegg.com](mailto:copyright@newegg.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on Newegg is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

**Counter-notification procedures**

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “Counter-Notice”) by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

* Your physical or electronic signature;
* Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
* Your name, mailing address, telephone number, and email address;
* A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
* A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which Newegg may be found) and that you will accept service from the person (or an agent of that person) who provided Newegg with the complaint at issue.

Completed Counter-Notices should be sent to:

Copyright Agent  
Newegg Legal Department  
17560 Rowland Street  
City of Industry, CA 91748  
Phone: (626) 271-9700  
Fax: (626) 271-9480  
[copyright@newegg.com](mailto:copyright@newegg.com)

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

**11.2. Notices of trademark Infringement**

In order to remove trademarks, service marks, and/or trade dress infringing content, please send a notice of trademark infringement containing the following information to Newegg:

* A physical or electronic signature of the trademark owner or a person who is authorized to act on behalf of the trademark owner;
* Identification of the trademark, service mark, and/or trade dress you believe to have been infringed;
* Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
* Your name, mailing address, telephone number, and email address;
* A statement by you that you have a good faith belief that the use of the material is not authorized by the intellectual property owner, its agent, or the law; and
* A statement by you that the information is accurate, and under penalty of perjury, that you are authorized to act on behalf of the intellectual property owner.

Notices of trademark infringement should be sent to:

Newegg Legal Department  
17560 Rowland Street  
City of Industry, CA 91748  
Phone: (626) 271-9700  
Fax: (626) 271-9480  
[trademarks@newegg.com](mailto:trademarks@newegg.com)

**11.3. Notices of Infringement of other intellectual property rights**

In order to remove infringing content, please send a notice of infringement containing the following information to Newegg:

* A physical or electronic signature of the owner of the other intellectual property right or a person who is authorized to act on behalf of the owner of the intellectual property right;
* Identification of the other intellectual property right you believe to have been infringed;
* Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
* Your name, mailing address, telephone number, and email address;
* A statement by you that you have a good faith belief that the use of the material is not authorized by the intellectual property owner, its agent, or the law; and
* A statement by you that the information is accurate, and under penalty of perjury, that you are authorized to act on behalf of the intellectual property owner.

Notices of infringement of other intellectual property rights should be sent to:

Newegg Legal Department  
17560 Rowland Street  
City of Industry, CA 91748  
Phone: (626) 271-9700  
Fax: (626) 271-9480

infringement@newegg.com

**11.4. Repeat infringers**

Newegg takes the protection of intellectual property rights very seriously. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

### 12. Incorporated policies

The following policies and terms and conditions have been incorporated into these Terms:

* [U.S. Payment Methods](https://kb.newegg.com/knowledge-base/accepted-payment-methods/);
* [U.S. Shipping Policy](https://kb.newegg.com/knowledge-base/domestic-shipping/);
* [Return Policy](https://kb.newegg.com/knowledge-base/return-policy/);
* [Newegg Marketplace Guarantee](https://kb.newegg.com/knowledge-base/newegg-marketplace-guarantee/);
* [Newegg Price Match Guarantee](https://promotions.newegg.com/nepro/16-2624/index.html);
* [Newegg’s Premiere Membership](https://kb.newegg.com/knowledge-base/newegg-premier-benefit-program-terms-conditions/);
* [Newegg’s Subscription Program](https://kb.newegg.com/knowledge-base/newegg-subscription-program-terms-conditions/);
* [Terms and Conditions for Newegg Gift Cards, Newegg Promotional Gift Cards, Newegg Store Credit Gift Cards, and Newegg Customer Care Gift Cards](https://kb.newegg.com/knowledge-base/gift-card-terms-conditions/); and
* [Promotions Policy](https://kb.newegg.com/knowledge-base/promotions-policy/).

### 13. General terms

**13.1. Electronic Waste Recycling Act**

The Electronic Waste Recycling Act (“Act”) became law in California on January 1, 2005. The primary objective of this law is to initiate a recycling program for computer products containing chemicals deemed hazardous to the environment. To fund this program, California requires retailers and e-tailers to collect, on the state’s behalf, a fee for each product covered by this law. The fee is paid by the consumer at the time of purchase of the covered product. This fee will be remitted directly to the state by and only applies to orders shipped within California.

The types of products that we are required to collect this recycling fee include cathode ray tubes, cathode ray tube devices, flat panel screens, and other similar video display devices. The actual amount of the recycling fee will vary, based on the screen size of the product when measured diagonally, as follows:

* Greater than 4″ and less than 15″ — $5.00
* Greater than or equal to 15″ and less than 35″ — $6.00
* Greater than or equal to 35″ — $7.00

For more information concerning the scope and details of the Act, please refer to the [California Department of Resources Recycling and Recovery’s website](http://www.calrecycle.ca.gov/) or to the [Department of Toxic Substances Control’s website](http://www.dtsc.ca.gov/).

**13.2. Unauthorized charges**

**Fair Credit Billing Act:** You will pay nothing if unauthorized charges are made to your card as a result of shopping at our online store, subject to the terms of this paragraph. Under the Fair Credit Billing Act, your bank cannot hold you liable for more than $50.00 for fraudulent charges if you promptly report the unauthorized charge. If your bank does hold you liable for any of this $50.00, we will cover the entire liability for you, up to the full $50.00. We will only cover this liability if the unauthorized use of your credit card resulted through no fault of your own from purchases made while using our secure server. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

**13.3. Recordings**

Newegg does not consent to having any telephone calls recorded and reserves the right to terminate any call that is being recorded. You agree not to record any call with Newegg unless you have provided clear and conspicuous notice to Newegg and have received prior written consent from Newegg.

**13.4. Your indemnification**

To the fullest extent permitted by law, You agree to defend, indemnify and hold harmless Newegg, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms.

**13.5. Warranties; All product sold “AS-IS” or “With All Faults”**

NEWEGG IS A DISTRIBUTOR ONLY. PRODUCTS SOLD BY NEWEGG ARE NOT MANUFACTURED BY NEWEGG. THE PRODUCTS MAY, HOWEVER, BE COVERED BY EACH MANUFACTURER’S WARRANTY, SERVICE, AND SUPPORT POLICY (IF PRESENT). THESE WARRANTIES, SERVICES, AND SUPPORT POLICIES ARE PROVIDED BY THIRD-PARTY COMPANIES AND HAVE THEIR OWN SET OF TERMS AND CONDITIONS. NEWEGG SHALL NOT BE RESPONSIBLE FOR ANY TERM, GUARANTEE, REPRESENTATION, OR WARRANTY GIVEN BY SUCH MANUFACTURER. NEWEGG ASSIGNS AND PASSES THROUGH TO YOU ANY WARRANTY OF THE MANUFACTURER, AND YOU ACKNOWLEDGE THAT YOU SHALL HAVE RECOURSE ONLY UNDER SUCH WARRANTIES AND ONLY AS AGAINST THE MANUFACTURER OF THE PRODUCTS.

NEWEGG MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THESE TERMS.

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL ITEMS SOLD THROUGH NEWEGG ARE SOLD “AS-IS” OR “WITH ALL FAULTS.” THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE ITEMS IS WITH THE BUYER. SHOULD ANY OF THESE ITEMS PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR PURCHASE, THE BUYER, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR NEWEGG, ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

EXCEPT FOR THOSE WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES, AND TERMS THAT MAY NOT BE LEGALLY EXCLUDED, NEWEGG DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES, AND TERMS, AS TO ANY SUCH PRODUCT, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE, RESTRICT, OR MODIFY ANY NON-EXCLUDABLE RIGHT OR REMEDY YOU HAVE UNDER ANY LAW. ANY DISCLAIMER, EXCLUSION, OR LIMITATION AS PROVIDED FOR IN THESE TERMS APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHT OR REMEDY.

**13.6. Liability; Exclusions**

NOTHING IN THESE TERMS LIMITS OR EXCLUDES OUR LIABILITY TO THE EXTENT THAT IT CANNOT BE LEGALLY LIMITED OR EXCLUDED BY APPLICABLE LAW.

SUBJECT TO THE PRECEDING PARAGRAPH, NEWEGG SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU WHETHER IN CONTRACT (INCLUDING UNDER AN INDEMNITY OR WARRANTY), IN TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THESE TERMS FOR: LOSS OF PROFITS; LOSS OF REVENUE; LOSS OF ANTICIPATED SAVINGS; LOSS, DESTRUCTION OR CORRUPTION OF DATA; LOSS OF CONTRACT OR BUSINESS OPPORTUNITY; LOSS OF GOODWILL; MALFUNCTION; DELAYS; INTERRUPTION OF SERVICES; THIRD-PARTY CLAIMS FOR DAMAGES AGAINST YOU; OR INDIRECT OR CONSEQUENTIAL LOSSES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, WHETHER OR NOT REASONABLY FORESEEABLE, REASONABLY CONTEMPLATABLE, OR ACTUALLY FORESEEN OR ACTUALLY CONTEMPLATED, BY NEWEGG AT THE TIME OF ENTERING INTO THESE TERMS.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO THE FIRST PARAGRAPH OF THIS SECTION 13.6, IN ALL CIRCUMSTANCES NEWEGG’S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD TO WHICH YOUR CLAIM RELATES.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

If you are a consumer, the provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your State of residence.  If you are a New Jersey consumer, the terms of this section do not limit or waive your rights as a consumer under New Jersey law and the provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey.  In any event, Newegg reserves all rights, defenses and permissible limitations under the law of your State of residence.

**13.7. Governing Law and Jurisdiction**

Any dispute arising out of or related to these Terms or the sales transactions between you and Newegg be governed by the laws of the State of California, without regard to its conflict of laws rules. Specifically, the validity, interpretation and performance of these Terms shall not be governed by the United Nations Convention on the International Sale of Goods. Except for claims for injunctive relief by either party, you and Newegg agree that any dispute or controversy arising out of, in relation to, or in connection with these Terms or your use of the Site including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms, shall be resolved by final and binding arbitration pursuant to the Federal Arbitration Act in Los Angeles, California or, at the option of the party seeking relief, by telephone, online, or via written submissions alone, and be administered by JAMS under the then current rules of JAMS (formerly known as Judicial Arbitration & Mediation Services) by one (1) arbitrator appointed in accordance with such rules and such arbitrator shall be independent and impartial.  If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator.  The arbitration shall be conducted in the English language.  The decision of the arbitrator will be final and binding on the parties.  Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof.  Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney’s fees, to the prevailing party.  Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

You may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice (“Notice”) to Newegg. The Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. The Notice must be mailed to Newegg at 17560 Rowland St., City of Industry, California 91748 to the attention of Newegg Legal Department. This procedure is the only mechanism by which you can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of these Terms, or any previous or future arbitration agreements that you have entered into with Newegg.

ANY DISPUTE RESOLUTION PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE SALES TRANSACTIONS BETWEEN YOU AND NEWEGG, WHETHER IN ARBITRATION OR OTHERWISE, SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, AND YOU AND NEWEGG EXPRESSLY AGREE THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES SHALL NOT BE ASSERTED IN NOR APPLY TO ANY ARBITRATION PURSUANT TO THESE TERMS.

Finally, you also agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Newegg that is more than one year after the date of the applicable invoice.

Newegg is not authorized to do business in every jurisdiction. Information published on the Site may contain references or cross-references to goods or services that are not available in your state or country.

**13.8. Waiver**

The failure of either party to require performance by the other party of any provision of these Terms shall not affect in any way the first party’s right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision of these Terms shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

**13.9. Severability**

If any provision contained in these Terms is or becomes invalid, illegal, or for any reason unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of these Terms, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable California law.

**13.10. Third Party Rights**

These Terms are between you and us. No other person shall have any rights to enforce any of its terms with the exception of manufacturers and Marketplace Sellers referred to in the Terms – such manufacturers and Marketplace Sellers will only have right to enforce any terms against you (and not against Newegg), including any limitation or exclusion of liability in favor of Newegg under these Terms.

Notwithstanding the preceding paragraph of this section 13.10, neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

**13.11. Entire Agreement**

These Terms, together with Newegg’s invoice regarding the products and/or services ordered by you, constitute the entire agreement between Newegg and you and supersede all prior or contemporaneous arrangements, proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Newegg and you relating to the subject matter of any contract to the fullest extent permitted by law. These Terms may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

**13.12. Children**

We do not sell products for purchase by children. We sell children’s products for purchase by adults. If you are under the age of majority pursuant to applicable law, you may only use Newegg with the involvement of a parent or guardian. If you order a product to which a minimum age requirement applies, by ordering that product you confirm that you and, if different, the recipient of the product, are of the required age necessary to buy that product.

Updated on June 2, 2021