**PLEASE NOTE: THESE TERMS OF USE CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES DISPUTES FOR USERS IN THE U.S. AND CERTAIN OTHER COUNTRIES TO BE ARBITRATED ON AN INDIVIDUAL BASIS, AND PROHIBITS CLASS ACTION CLAIMS. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE** [**"ARBITRATION AND CLASS WAIVER" SECTION**](https://www.wish.com/en-terms?hide_login_modal=true#section-25)**. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY.**

**PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.**

# Terms of Use

Last Updated: Feb 22, 2021

Thanks for using Wish or another one of our other marketplace apps or services! These Terms of Use ("Terms") contain the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). Please read the Terms carefully, and if you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at support@wish.com, or at One Sansome Street, 40th Fl, San Francisco, CA 94104.

These Terms of Use (the "Terms") are a binding contract between you and the applicable ContextLogic entity as described below in Section 1.2. You must agree to and accept all of the Terms, or you can't use the Services. By using the Services, whether by registering for an account, using our apps, making a purchase, or otherwise, you agree to be bound by these Terms, our [Privacy Policy](https://www.wish.com/privacy_policy), and our [Copyright Dispute Policy](https://merchant.wish.com/copyright-dispute-policy). If you have a merchant account, your use of the Services is also governed by the [Merchant Terms of Service and Agreement](https://merchant.wish.com/terms-of-service). If there is a conflict between the Merchant Terms and these Terms, the Merchant Terms shall control to the extent of the conflict.

## Table of Contents

[1. Parties](https://www.wish.com/en-terms?hide_login_modal=true#section-2)

[2. Services](https://www.wish.com/en-terms?hide_login_modal=true#section-3)

[3. User Requirements](https://www.wish.com/en-terms?hide_login_modal=true#section-4)

[4. Rules and Restrictions](https://www.wish.com/en-terms?hide_login_modal=true#section-5)

[5. Privacy](https://www.wish.com/en-terms?hide_login_modal=true#section-6)

[6. Communications](https://www.wish.com/en-terms?hide_login_modal=true#section-7)

[7. User Submissions](https://www.wish.com/en-terms?hide_login_modal=true#section-8)

[8. Ratings, Reviews and Other User Feedback](https://www.wish.com/en-terms?hide_login_modal=true#section-9)

[9. Content; License](https://www.wish.com/en-terms?hide_login_modal=true#section-10)

[10. Copyright](https://www.wish.com/en-terms?hide_login_modal=true#section-11)

[11. Responsibilities](https://www.wish.com/en-terms?hide_login_modal=true#section-12)

[12. Changes to the Services](https://www.wish.com/en-terms?hide_login_modal=true#section-13)

[13. Costs and Fees](https://www.wish.com/en-terms?hide_login_modal=true#section-14)

[14. Purchases; Pricing](https://www.wish.com/en-terms?hide_login_modal=true#section-15)

[15. Refunds, Exchanges and Related](https://www.wish.com/en-terms?hide_login_modal=true#section-16)

[16. Rewards, Credits and Wish Cash](https://www.wish.com/en-terms?hide_login_modal=true#section-17)

[17. Ending Our Relationship](https://www.wish.com/en-terms?hide_login_modal=true#section-18)

[18. iOS Apps & Special Terms](https://www.wish.com/en-terms?hide_login_modal=true#section-19)

[19. Changes to Terms](https://www.wish.com/en-terms?hide_login_modal=true#section-20)

[20. WARRANTY DISCLAIMER. THIS DISCLAIMER SECTION IS AN ESSENTIAL PART OF THESE TERMS.](https://www.wish.com/en-terms?hide_login_modal=true#section-21)

[21. LIMITATION OF LIABILITY](https://www.wish.com/en-terms?hide_login_modal=true#section-22)

[22. Indemnity](https://www.wish.com/en-terms?hide_login_modal=true#section-23)

[23. General](https://www.wish.com/en-terms?hide_login_modal=true#section-24)

[24. ARBITRATION](https://www.wish.com/en-terms?hide_login_modal=true#section-25)

## 1. Parties

**1.1** ContextLogic Inc. and its corporate affiliates: (i) operate online marketplaces, including Wish, Cute, Baby, Mama, Home and Geek ("Marketplace Apps") that may be available as native apps for operating systems like Android or iOS, or on standard or mobile web; (ii) develop and provide other services and products. In this policy we refer to ContextLogic and its corporate affiliates as "ContextLogic" or "we" or "us." We refer to end users as "you" and the entities that list and sell products and services as "Merchant(s)."

**1.2** Your location determines the ContextLogic entity with whom you have a contract:

* If your habitual residence is in the EEA, you contract with ContextLogic B.V., a Dutch company and the applicable terms are [here](https://www.wish.com/eu-terms).
* If your habitual residence is in Australia, you are contracting with ContextLogic Australia PT Ltd, an Australian company, and the applicable terms are [here](https://www.wish.com/au-terms).
* If your habitual residence is in India, you contract with ContextLogic Information Technology India Private Limited and the applicable terms are [here](https://www.wish.com/in-terms).
* If your habitual residence is in Canada, you are contracting with ContextLogic Canada Inc., a Canadian company, and these Terms govern your use of the Services.
* If your habitual residence is not in Australia, Canada, the EEA, or India, you are contracting with ContextLogic Inc., a U.S. company, and these Terms govern your use of the Services.

The ContextLogic entity you contract with may change as we expand our business.

**1.3** The Marketplace Apps allow sellers ("Merchants") to set up stores that list and sell products and services (“Products”) to end users. When you purchase a Product, the contract for sale is solely between you and the Merchant. That means that when you purchase a Product on Wish or another Marketplace App, your transaction is with the Merchant who listed the Product and the Merchant is responsible for fulfilling your order. ContextLogic provides the technology platform for the Marketplace Apps and acts as a payment collection agent for the Merchant solely for the limited purpose of accepting funds from you, on behalf of the Merchant, upon your purchase of a Product from the Merchant via a Marketplace App.

**1.4** Some Products may be available for pickup or receipt at a physical location near you. See the [Pickup Policy](https://www.wish.com/pickup-policy) for additional details and restrictions.

## 2. Services

**2.1** ContextLogic operates marketplaces that allow Merchants and users to share information and complete purchases. Merchants are responsible for their stores, their Products, their Product listings (including any original or strike-through prices), and fulfillment of your order. Merchants may be located in your country or region or elsewhere. If they are located elsewhere, this may have an effect on taxes, customs or the applicability of consumer protection rules.

**2.2** Although we are not a party to the contract formed between you and a Merchant when you purchase Products sold by Merchants, we may, in relation to providing our Services or in relation to our role as a limited payment collection agent for Merchant, assist with payment processing, returns, refunds, and other customer service. ContextLogic does not guarantee: (i) the existence, quality, safety, suitability, or legality of Merchant Products or Product listings; (ii) the truth or accuracy of any Product listings, descriptions, or other content provided by Merchants; (iii) the truth or accuracy of ratings, reviews, or other User Submissions; or (iv) the performance or conduct of Merchants or other third parties. Except where we clearly indicate otherwise, ContextLogic does not endorse any Merchant, store, Product, or Product listing. Please read all labels, warnings, and directions provided with a purchased Product before using or receiving it, and consider doing your own research prior to making a purchase.

**2.3** You acknowledge and agree that ContextLogic acts as the Merchant’s payment collection agent solely for the limited purpose of accepting payments from you on behalf of the Merchant. Upon your payment of funds to us, your payment obligation to the Merchant for the agreed-upon amount is extinguished, and ContextLogic is responsible for remitting the funds to the Merchant in the manner described in the [Merchant Terms of Service and Agreement](https://merchant.wish.com/terms-of-service), which constitutes ContextLogic’s agreement with the Merchant. In the event that ContextLogic does not remit any such amounts, the Merchant will have recourse only against ContextLogic and not you directly.

**2.4** Please check all details and any restrictions regarding each Product thoroughly before you place your order with a Merchant. With regard to any requests for services, please note that it is solely your responsibility (or the responsibility of the person receiving the services) to inform the Merchant of any medical or health conditions and/or special needs that may affect or be affected by the services (including, but not limited to, information regarding allergies and health problems).

## 3. User Requirements

**3.1** In order to use the Services, you must be 13 years old or older (or the age of consent set by applicable law) and be of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). Products for children's use may be sold by Merchants; however, these Products are intended for sale to adults. Certain Products may be intended for individuals of certain ages or "mature audiences" only. By ordering such Products, you certify that you are old enough to view, use, own, or receive them. ContextLogic has no liability to you for third-party content that you find to be offensive, indecent, or objectionable.

**3.2** You are not permitted to use the Services if: (a) you cannot enter into a binding contract with ContextLogic; (b) you are located in a country embargoed by the United States or if you are on a U.S. Agency list of prohibited persons or entities, such as the Treasury Department's list of Specially Designated Nationals; or (c) you have previously been banned from using any of our Services, unless we have reversed that ban, in our sole discretion.

**3.3** You may be required to create an account, and select a password and user name. You promise to provide us with accurate, complete, and updated registration information about yourself, including contact information. If you make any changes to your contact information, you must update us immediately at the address provided in Section 23.7, below. You may not select as your user name a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

**3.4** The Marketplace Apps may allow you to sign in using a social network account and its credentials. The settings on the Marketplace App and the social network may allow certain activity to be published.

## 4. Rules and Restrictions

**4.1** You agree to use the Services for your own internal and personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with these Terms, applicable marketplace policies, and all laws that apply to you. If your use of the Services (including the purchase of any Product on the Services) is prohibited by any applicable laws, then you aren't authorized to use the Services. We are not responsible if you use the Services in a way that breaks the law.

**4.2** You will not share your account or password with anyone, and you must protect the security of your account and your password. You must notify ContextLogic immediately of any unauthorized use of your password or any other breach of the security of your account. You are responsible for all activity associated with your account.

**4.3** You must not create multiple accounts and you must not let others use your account.

**4.4** Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "Promotions") made available through the Services may be governed by rules that are separate from these Terms of Use. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

**4.5** When accessing or using the Services, you agree to:

1. Abide by all laws, rules, regulations, these Terms, and all ContextLogic policies;
2. Only purchase Products you are legally able to purchase in your jurisdiction;
3. Only use (or attempt to use) the Services through interfaces provided by ContextLogic; and
4. Comply with the instructions in any robots.txt file present on the Services.

**4.6** When accessing or using the Services, you agree not to:

1. Infringe or violate the intellectual property rights or any other rights of anyone else, including ContextLogic (see our [Intellectual Property Policy](https://merchant.wish.com/intellectual-property) for more info);
2. Violate these Terms, ContextLogic policies, or any law or regulation, including any applicable export control laws;
3. Engage in activity that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Circumvent any terms, policies or rules set forth on the Services including those relating to any promotion, contest, or program on the Services;
5. Collect personal data from users of the Services or use any such information found on the Services;
6. Engage in activity that jeopardizes the security of your account or anyone else's (such as allowing someone else to log in to the Services as you);
7. Attempt, in any manner, to obtain another user’s password, account, or other security information;
8. Use a third party's credentials, conceal your true IP address, or otherwise impersonate or misrepresent your identity or your affiliation with any person or entity;
9. Violate the security of any computer network, or crack any passwords or security encryption codes;
10. Run a Maillist, Listserv, or any form of auto-responder or "spam" on the Services, any process that runs or is activated while you are not logged into the Services, or any process that otherwise interferes with the proper functioning of the Services (including by placing an unreasonable load on the Services' infrastructure);
11. "Crawl," "scrape," or "spider" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
12. Copy or store any significant portion of the Content;
13. Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services;
14. Attempt to buy any [Prohibited Products](https://merchant.wish.com/terms-of-service);
15. Abuse any promotions, discounts, or other benefits offered by Wish or Merchants, including farming or harvesting of discounts or promotion codes;
16. Schedule, request, or otherwise solicit services from a Merchant where you do not intend to follow through with the receipt of, or payment for, such services, or where you do not meet the Merchant’s requirements as stated in the service description; or
17. Attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this list, or attempt, permit, encourage, assist, or allow any other violation of these Terms.

In addition to any other remedies available to us, including without limitation monetary and nonmonetary damages, a violation of any of the foregoing is grounds for: adjustment of prices/amounts due; cancellation of one or more purchases; and/or suspension or termination of your right to access or use the Services.

## 5. Privacy

**5.1** Our [Privacy Policy](https://www.wish.com/privacy_policy) provides information about how we collect, use, and disclose your personal information. By installing our apps, creating an account, viewing Products, making a purchase, or otherwise using the Services, you acknowledge that we will collect, use, and disclose your personal information as described in our [Privacy Policy](https://www.wish.com/privacy_policy).

**5.2** Your purchases are fulfilled by Merchants. In order to fulfill your purchases, Merchants need information about you, such as your mailing address. Merchants may be located in your country or region or elsewhere. You acknowledge that when you make a purchase, ContextLogic treats it as a request from you to share your information (including your name, street address, and phone number) with the relevant Merchant to, for example facilitate shipping or the provision of Products to you, and that such sharing may cause a transfer of personal data from one region to another.

**5.3** You acknowledge and agree that ContextLogic may access, preserve, and disclose your account or user information (if such information exists) as described in our [Privacy Policy](https://www.wish.com/privacy_policy), including without limitation, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any of your acts violate the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of ContextLogic, its users, or the public.

## 6. Communications

**6.1** ContextLogic may communicate with you using email or autodialed or prerecorded calls and text messages, at any telephone number that you provide us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce these Terms, our policies, applicable law, or any other agreement we may have with you.

**6.2** If you would like to receive marketing via mobile texts and alerts, you may sign up to do so, including on a checkout page for purchasing a Product in the Marketplace Apps. By signing up, you provide your consent to receive recurring autodialed marketing texts or other mobile messages from or on behalf of us at the mobile number you've provided. You understand that consent is not a condition of purchase. Message and data rates may apply. If you would like to be removed from the Wish marketing text list, you can follow the instructions provided in those messages or reply STOP to any Wish sms/text. If you have any questions, you may reply HELP to Wish sms/text alerts or contact customer care at support@wish.com.

**6.3** ContextLogic may route communications with you through a third-party service provider, and we or the service provider may record or monitor telephone conversations you have with ContextLogic or its agents for quality control and training purposes, or for our own protection. You consent to such recording and monitoring. ContextLogic may also track communications between you and Merchants (using a service provider or through other methods) so that ContextLogic and the Merchants can access certain details about your communications with ContextLogic or Merchants. As part of this process, ContextLogic and the service provider will receive and store data about your communication, including the date and time of the communication, your contact information, and the content of the communication. You consent to these practices by ContextLogic and the service provider. The information is subject to our [Privacy Policy](https://www.wish.com/privacy_policy).

## 7. User Submissions

**7.1** Anything you post, upload, share, store, or otherwise provide through the Services is a "User Submission." User Submissions may include suggestions, comments, ideas, improvements, or other feedback or materials, and may be viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions.

**7.2** For all User Submissions, you hereby grant ContextLogic a royalty-free, perpetual, non-exclusive, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify (e.g. for technical purposes, such as making sure your submission is viewable on an iPhone as well as a computer), create derivative works, perform, distribute, translate, or otherwise act with respect to such User Submissions as we determine is necessary to operate, market, and advertise the Services, including to present, display, or perform such User Submissions in accordance with your preferences.

**7.3** If you choose to submit a User Submission, ContextLogic will consider such Submission to be non-confidential and non-proprietary. ContextLogic shall have no obligations concerning the User Submission, and ContextLogic will be free to use, disclose, reproduce, modify, license, transfer, and otherwise distribute and exploit the User Submissions in any manner, without any restriction or compensation to you.

## 8. Ratings, Reviews and Other User Feedback

**8.1** Ratings, reviews, photos, videos, and other content about Products, Merchants, and stores ("Feedback") generated by users on our Services are User Submissions that are not endorsed by ContextLogic and do not represent the views of ContextLogic. ContextLogic does not assume liability for Feedback or for any claims for economic loss resulting from such ratings and reviews. Because we expect users to maintain a high level of integrity with respect to ratings and reviews posted through the Services, you agree to: (i) base any rating or review you post only on your firsthand experience with the applicable Merchant or Product; (ii) not provide a rating or review for any Merchant or Product with respect to which you have a competitive, ownership, or other economic interest, employment relationship, or other affiliation; (iii) prominently indicate if your review was sponsored or paid for in any way; and (iv) ensure your review complies with these Terms. We reserve the right to exclude Feedback for any reason or no reason, without notice to you. For example, we may exclude Feedback if we determine, in our sole discretion, that any rating or review could diminish the integrity of the ratings and reviews.

**8.2** You agree that if you participate in a Wish community or group and get special access to features or Products or receive free Products directly from Wish, and you want to post publicly about those free Products and your experiences with them, then you must comply with the [Wish Endorsement Guidelines](https://www.wish.com/local/star/en-guidelines), including without limitation that you shall: (a) write honestly about your actual experience with the Product; and (b) disclose all material information, such as (where applicable) that you received the Product for free.

## 9. Content; License

**9.1** Materials displayed, performed, or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, Feedback (all of the foregoing, the "Content") may be protected by copyright and/or other intellectual property laws. You agree to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell ,or otherwise exploit for any purpose any Content not owned by you (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's rights (including ContextLogic's).

**9.2** WISH and the W logo are trademarks of ContextLogic Inc., registered in the U.S. Patent and Trademark Office and in other countries. All rights reserved.

**9.3** You understand that ContextLogic owns or licenses the Services. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, or otherwise exploit any of the Services, except as expressly provided in this section 9.

**9.4** Subject to your compliance with these Terms and all applicable policies, rules, and guidelines, and your payment of any applicable fees, ContextLogic or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Services. All rights not expressly granted to you in these Terms or any policies or guidelines are reserved and retained by ContextLogic or its licensors, suppliers, publishers, rightsholders, or other content providers. The licenses granted by ContextLogic terminate if you do not comply with these Terms or any applicable policies, rules, or guidelines.

## 10. Copyright

**10.1** We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To review our complete Copyright Dispute Policy and learn how to report potentially infringing content, click [here](https://merchant.wish.com/intellectual-property#ip-copyright). To learn more about the DMCA, click [here](https://www.copyright.gov/legislation/dmca.pdf).

## 11. Responsibilities

**11.1** Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such information or Content originated. You access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for your having acquired or not acquired Content through the Services. We cannot guarantee the identity of any user with whom you interact while using the Services and are not responsible for which users gain access to the Services.

**11.2** You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

**11.3** The Services may contain links or connections to third-party websites or services that are not owned or controlled by ContextLogic. When you access third party websites or use third-party services, you accept that there are risks in doing so, and that ContextLogic is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

**11.4** ContextLogic has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, ContextLogic will not and cannot monitor, verify, censor, or edit the content of any third-party website or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

**11.5** Your interactions with organizations and/or individuals found on or through the Services, including communications, payment, performance, and delivery of Products, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties. You agree to take reasonable precautions in all communications and interactions with these third parties and with other persons with whom you communicate or interact as a result of your use of the Services, particularly if you decide to meet offline or in person to receive Products from a Merchant. You agree that ContextLogic will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

**11.6** If there is a dispute between participants on this site, or between users and any third party, you agree that ContextLogic is under no obligation to become involved. In the event that you have a dispute with one or more other users, including a Merchant, you release ContextLogic, its officers, employees, agents, and successors from all claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

IF YOU ARE A CALIFORNIA RESIDENT YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.

## 12. Changes to the Services

**12.1** We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

## 13. Costs and Fees

**13.1** It is currently free to access and browse the Marketplace Apps and sites and other aspects of the Services. However, you may choose to purchase Products through the Services, and you alone will be responsible for paying the purchase price of any such Products, in addition to any taxes and shipping costs, where applicable. We may cancel or limit quantities of Products purchased, and we reserve the right to refuse any order. In the event we need to make a change to an order, we will attempt to notify you by contacting the email address, billing address, and/or phone number provided at the time the order was made. Prices are subject to change at any time. Due to separate and applicable tax jurisdictions, your purchases may be subject to specific sales, use, customs, or value-added taxes, and the shipping time and associated cost may increase accordingly. As tax rules evolve, ContextLogic may calculate and collect taxes applicable to some purchases. See our [Tax Policy page](https://www.wish.com/tax_policy) for additional information.

**13.2** ContextLogic reserves the right to require payment of fees for certain or all Services, in addition to the fees charged for the purchase of Products. You shall pay all such fees, as described on the website or Marketplace Apps in connection with such Services selected by you. ContextLogic reserves the right to change prices and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Services. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.

## 14. Purchases; Pricing

**14.1** You are responsible for reading the full Product listing before purchasing a Product. By confirming your purchase, you agree to pay all applicable fees, taxes, and other amounts associated with your use of the Services. Further, you acknowledge your responsibility for VAT and customs duties. You agree that, where applicable, you will act as the importer of the products purchased and you hereby authorize Wish to appoint a freight forwarding agent to act as your direct representative and pay any VAT and customs duties on your behalf. Please note that VAT, customs duties, and similar charges collected at the time of purchase are estimated values and may be subject to change depending on local laws. If additional amounts are assessed, you are responsible for them. Wish cannot be liable if a Product is delayed or denied customs clearance as a result of your failure to pay such amounts. For more information about VAT, customs duties, and the role of a freight forwarding agent, see our [Tax Policy page](https://www.wish.com/tax_policy). When a transaction is made pursuant to a shipping contract, the risk of loss and title for products pass to you upon delivery of the products to the carrier.

**14.2** ContextLogic (and any third-party service providers that we may utilize) may charge you fees for purchases made through the Marketplace Apps and any applicable fees will be disclosed to you via the Marketplace Apps. You must timely pay all fees or amounts associated with your use of the Services, including for any purchases. YOUR PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN APPLICABLE POLICIES.

**14.3** In order to make purchases, you must provide accurate and complete information for a valid payment method, such as a credit card, that you are authorized to use. You must promptly update your account with any changes related to your payment method. BY PROVIDING INFORMATION FOR A PAYMENT METHOD, YOU AUTHORIZE CONTEXTLOGIC OR ITS AGENTS OR PAYMENT SERVICE PROCESSORS TO CHARGE THE PAYMENT METHOD FOR: (A) AMOUNTS DUE FOR PURCHASED PRODUCTS; (B) ANY AND ALL APPLICABLE TAXES; AND (C) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE SERVICES.

**14.4** Each final price is determined by or based on a price supplied by the Merchant offering a Product for sale. Merchants provide the other information in the Product listings, including any reference or strike-through prices. Merchants are obligated to provide accurate information, but we have no way to guarantee the truth or accuracy of information in Product listings. ContextLogic does not represent, warrant, or guarantee that the Merchant actually offered or sold the Product at the strike-through price. You should not rely on the strike-through price in connection with making any decision to purchase. If comparison price is an important factor in your purchasing decision, you should do your own research and comparisons before making a purchase.

**14.5** Pricing or availability errors may occur from time to time. ContextLogic reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice. Pricing for Products may be different in different apps or platforms that we operate and also vary based on other factors, including location, time, and purchase patterns.

## 15. Refunds, Exchanges and Related

**15.1** We want you to be satisfied with your purchases on the Services. If you have a problem with an order or purchase, please contact us as described in the [Refund & Returns Policy](https://www.wish.com/return_policy). You agree that: (i) ContextLogic may, in accordance with its [Refund & Returns Policy](https://www.wish.com/return_policy), issue a refund to resolve any problems with your order, including the contents of a Product listing or the delivery, condition, performance, or quality; and (ii) if you wish to pursue any other remedy, you must seek that remedy directly from the applicable Merchant. If you accept a refund, your ability to seek another remedy from the applicable Merchant may be affected.

**15.2** Except as described in the Refund & Returns Policy, ContextLogic cannot refund, reimburse, cover, or otherwise be responsible for any fees, including without limitation those not paid to ContextLogic, such as customs, taxes, or any return shipping costs you may incur in the refund process.

## 16. Rewards, Credits and Wish Cash

**16.1** Your account may contain rewards, credits, Wish Cash, or virtual currency in one of our other Marketplace Apps. These may be used for discounts on or payment for eligible purchases made on the Services (but note that not all Products may be eligible). Rewards, credits, or Wish Cash cannot be redeemed for cash, except in jurisdictions where required by law. Wish Cash is issued and may be used as described in the [Wish Cash & Gift Card Policy](https://www.wish.com/wish_cash_policy). Wish Gift Cards are governed by the [Wish Cash & Gift Card Policy](https://www.wish.com/wish_cash_policy).

## 17. Ending Our Relationship

**17.1** You're free to stop using the Services at any time. Any unpaid amounts you owe ContextLogic (for our fees) or Merchants (for Products purchased) will remain due. ContextLogic is also free to terminate, or suspend access to, your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. ContextLogic has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. Even after your right to use the Services is terminated, these Terms will remain enforceable against you and unpaid amounts you owe to ContextLogic (for our fees) or Merchants (for Products purchased) will remain due.

**17.2** Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

**17.3** Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: (i) any obligation you have to pay us or indemnify us; (ii) any limitations on our liability; (iii) any terms regarding ownership or intellectual property rights; and (iv) any terms regarding arbitration and class action waiver.

## 18. iOS Apps & Special Terms

**18.1** If you access or use a Marketplace App on an Apple device or operating system, please review these [additional iOS terms](https://www.wish.com/ios-terms).

## 19. Changes to Terms

**19.1** We're constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we make any material changes, we will attempt to bring it to your attention by placing a notice on the Services, by sending you an email, or by some other means. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

**19.2** Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## 20. WARRANTY DISCLAIMER. THIS DISCLAIMER SECTION IS AN ESSENTIAL PART OF THESE TERMS.

**20.1** NEITHER CONTEXTLOGIC NOR ITS LICENSORS OR SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, INTELLECTUAL PROPERTY COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. WE (AND OUR LICENSORS AND SUPPLIERS) MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

**20.2** USE OF THE SERVICES, AND PRODUCTS OFFERED AND PURCHASED ON THE SERVICES, IS AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE SERVICES, PRODUCTS AND SERVICES OFFERED AND PURCHASED ON THE SERVICES, OR OTHER CONTENT ARE MADE AVAILABLE TO YOU IS ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTIES OR ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTEXTLOGIC EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

**20.3** YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTEXTLOGIC IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE SERVICES.

**20.4** IF YOU RELY ON ANY DATA OR INFORMATION OBTAINED THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF SUCH DATA OR INFORMATION.

**20.5** CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## 21. LIMITATION OF LIABILITY

**21.1** NOTWITHSTANDING CONTEXTLOGIC’S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF MERCHANT SOLELY FOR THE PURPOSES OF COLLECTING PAYMENTS FROM USERS THROUGH THE MARKETPLACE APPS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL CONTEXTLOGIC (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR (B) YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY INABILITY TO ACCESS OR USE OR THE PURCHASE AND USE OF PRODUCTS OFFERED FOR SALE THROUGH THE SERVICES, EVEN IF CONTEXTLOGIC, ITS SUPPLIERS, OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**21.2** THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR PERSONAL INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, ANY THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF, ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

**21.3** YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT CONTEXTLOGIC SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY MERCHANT OR USER OF THE SERVICES.

**21.4** UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT CONTEXTLOGIC IS LIABLE TO YOU EXCEED THE GREATER OF (I) US $100.00 OR (II) THE AMOUNTS PAID BY YOU TO CONTEXTLOGIC IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT ON WHICH YOUR CLAIM IS BASED. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF CONTEXTLOGIC FOR (1) DEATH, TANGIBLE PROPERTY DAMAGE, OR PERSONAL INJURY CAUSED BY CONTEXTLOGIC'S GROSS NEGLIGENCE OR FOR (2) ANY INJURY CAUSED BY CONTEXTLOGIC'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**21.5** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CONTEXTLOGIC AND YOU.

**21.6** WE DO NOT LIMIT OR EXCLUDE OUR LIABILITY WHERE OR TO THE EXTENT THAT IT WOULD BE UNLAWFUL. CERTAIN STATE OR NATIONAL LAWS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU DESPITE THE "GOVERNING LAW" SECTION OF THESE TERMS OF USE, THE ABOVE APPLIES ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**21.7** IF YOU ARE A RESIDENT OF NEW JERSEY, THIS SECTION DOES NOT APPLY TO PREVENT A RIGHT TO RECOVER CERTAIN DAMAGES (INCLUDING PUNITIVE DAMAGES) WHERE A HARMED PERSON PROVES WITH THE REQUIRED EVIDENCE THAT THE HARM SUFFERED WAS THE RESULT OF THE DEFENDANT'S "ACTS OR OMISSIONS AND SUCH ACTS OR OMISSIONS WERE ACTUATED BY ACTUAL MALICE OR ACCOMPANIED BY A WANTON AND WILLFUL DISREGARD OF PERSONS WHO FORESEEABLY MIGHT BE HARMED BY THOSE ACTS OR OMISSIONS." SIMILARLY, THIS SECTION DOES NOT LIMIT CONTEXTLOGIC'S TORT LIABILITY UNDER NEW JERSEY LAW RESULTING FROM CONTEXTLOGIC'S OWN INTENTIONAL OR RECKLESS CONDUCT.

## 22. Indemnity

**22.1** To the fullest extent allowed by applicable law, you agree to indemnify and hold ContextLogic, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys' fees) arising from or in any way related to any third-party claims relating to: (a) your use of the Services, including without limitation, User Submissions or any actions taken by a third party using your account; (b) your violation of these Terms; (c) your violation of any rights of another party, including without limitation any copyright, property, or privacy right or any third-party agreement; or (d) your violation of any applicable laws, rules, or regulations. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

**22.2** ContextLogic reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ContextLogic in asserting any available defenses. This provision does not require you to indemnify ContextLogic for any unconscionable commercial practice by ContextLogic or for ContextLogic's negligence, fraud, deception, false promise, misrepresentation, concealment, suppression, or omission of any material fact. You agree that the provisions in this section will survive any termination of your account, these Terms, or your access to the Services, including the purchase of any Products on the Services.

**22.3** Notwithstanding the foregoing paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold ContextLogic and its affiliates, and its officers, agents, employees, and partners, harmless from and against any third-party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

## 23. General

**23.1 Electronic Communications**

You agree to receive communications from ContextLogic electronically, such as emails, texts, mobile push notices, and notices and messages on the Services, and to retain copies of these communications for your records. You agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that ContextLogic provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing."

**23.2 Assignment**

You may not assign, delegate, or transfer these Terms, your rights or obligations hereunder, or your Services account in any way (by operation of law or otherwise) without ContextLogic's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**23.3 Force Majeure**

ContextLogic shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

**23.4 Choice of Law**

These Terms and any dispute of any sort that might arise between you and ContextLogic will be interpreted in accordance with and governed by the law of the State of California and the United States of America, consistent with the Federal Arbitration Act, without regard to any conflict-of-law or other principles that provide for the application of the law of another jurisdiction.

**23.5 Exclusive Venue**

Any claim or dispute that between you and ContextLogic that arises out of or is related to the Services and is not subject to arbitration or eligible for small claims action, shall be decided exclusively by a court of competent jurisdiction located in San Francisco County, California, and you hereby consent to, and waive all defense of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of San Francisco County, California.

**23.6 Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. Notwithstanding the foregoing, this statute of limitations shall not apply to residents of New Jersey.

**23.7 Notice**

Where ContextLogic requires that you provide an email address, you are responsible for providing ContextLogic with your most current email address. In the event that the last e-mail address you provided to ContextLogic is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by these Terms, ContextLogic's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to ContextLogic at the following address: ContextLogic Inc., One Sansome Street, 40th Fl, Attn: Legal Dept., San Francisco, CA 94104. Such notice shall be deemed given when received by ContextLogic by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

**23.8 Export Control**

You may not use, export, import, or transfer the Services, including any Products purchased on the Services, except as authorized by U.S. law, the laws of the jurisdiction in which you used the Services or purchased Products on the Services, and any other applicable laws. In particular, but without limitation, the Services, including any products purchased on the Services, may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services or purchasing Products on the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services nor the Products purchased on the Services for any purpose prohibited by U.S. law.

**23.9 Consumer Complaints**

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**23.10 Entire Agreement**

These Terms and all policies posted through our Services set forth the entire understanding and agreement between you and ContextLogic, and supersede all prior understandings and agreements of the parties. These Terms shall not be modified by any of: (i) course of performance between the parties; (ii) course of conduct or dealing between the parties; or (iii) applicable trade practice.

**23.11 Waiver**

Our failure to respond to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**23.12 Language of the Terms**

If we provide a translated version of these Terms, Privacy Policy, [Copyright Dispute Policy](https://merchant.wish.com/copyright-dispute-policy), or any other terms or policy, it is for informational purposes only. If the translated version means something different from the English version, then the English meaning will be the one that applies.

**23.13 Miscellaneous**

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that ContextLogic may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. Subject to Section 24 (Arbitration), if any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of ContextLogic, and you do not have any authority of any kind to bind ContextLogic in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Applications, you and ContextLogic agree there are no third-party beneficiaries intended under these Terms.

## 24. ARBITRATION

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION ("ARBITRATION AGREEMENT") CAREFULLY. IT REQUIRES YOU TO ARBITRATE MOST DISPUTES WITH CONTEXTLOGIC AND MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

YOU AND CONTEXTLOGIC AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION THE MARKETPLACE APPS, ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY OR THROUGH THE MARKETPLACE APPS, THESE TERMS, OR CONTENT (A "DISPUTE" AS DEFINED BELOW) SHALL BE RESOLVED ONLY BY: (A) FINAL AND BINDING, BILATERAL ARBITRATION, subject to the exceptions below; OR (B) IN A SMALL CLAIMS COURT.

You and ContextLogic agree that these Terms affect interstate commerce and the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this Arbitration Agreement and govern all questions as to whether a dispute is subject to arbitration.

**24.1 Disputes**

"Disputes" shall include, but are not limited to, any claims or controversies between you and ContextLogic against each other related in any way to or arising out of in any way from the Service, the Content, User Submission (Public, Personal, and/or Limited Audience), including but not limited to sales, returns, refunds, cancellations, defects, policies, privacy, advertising, or any communications between you and ContextLogic, even if the claim arises after you or ContextLogic has terminated use of Services or a user account or these Terms. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; (b) ContextLogic brings against you; (c) in any way relate to or arise out of any aspect of the relationship between you and ContextLogic, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (d) arose before you assented to these Terms or out of a prior set of Terms with ContextLogic; (e) are subject to ongoing litigation where you are not a party or a class member; and/or (f) arise after the termination of these Terms. Disputes does not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property, which shall not be subject to arbitration or the notice and good faith negotiation requirement described below.

**24.2 Binding Arbitration Process and Procedure**

**24.2.1** Except as provided herein, if we cannot resolve a Dispute informally, any Dispute will be resolved only by inding, bilateral arbitration before one or more neutral arbitrators in accordance with the terms of this Arbitration Agreement. You understand that by this Arbitration Agreement, *you are giving up the right to a jury trial*. You may, in arbitration, seek any and all remedies otherwise available to you in a court.

**24.2.2** Unless you and ContextLogic agree otherwise, if the JAMS Consumer Arbitration Minimum Standards apply (the “Consumer Minimum Standards”), the arbitration shall be administered by JAMS and a hearing shall be held near or in the county in which you reside. For residents outside the United States and/or where the Consumer Minimum Standards do not apply, arbitration shall be initiated in San Francisco, California. ContextLogic and you further agree to submit to the personal jurisdiction of any state or federal court in San Francisco County, California to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**24.2.3** If either of us intends to seek arbitration, the party seeking arbitration must first notify the other party of the Dispute in writing at least 30 days in advance of initiating the arbitration. Notice to ContextLogic should be sent to ContextLogic ℅ Corporation Service Company (“CSC”), 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505. You may send a courtesy copy to ContextLogic, Attn: Legal Dept., One Sansome Street, 40th Floor, San Francisco, CA 94104 (but this copy is only in addition to rather than instead of the letter to CSC). The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration.

**24.2.4** If your or ContextLogic’s claim is solely for monetary relief of US $10,000 or less and does not include a request for any type of equitable remedy, the party bringing the claim may choose whether the arbitration of the claim will be conducted through a telephonic hearing, or by an in-person hearing under the JAMS Rules, solely based on documents submitted to the arbitrator.

**24.2.5** Unless you and ContextLogic agree otherwise:

1. Disputes involving claims and counterclaims where the combined monetary demand and value of the relief sought is less than US $500,000, not inclusive of attorneys’ fees and interest, shall be decided by a single arbitrator, subject to JAMS’ most current version of the Streamlined Arbitration Rules and Procedures;
2. Disputes involving claims and counterclaims where the combined monetary demand and value of the relief sought is greater than US $500,000, shall be decided by a panel of three arbitrators and subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures;
3. The JAMS Optional Arbitration Appeal Procedures shall apply to disputes and claims having a value of US $500,000 or greater; and
4. The Consumer Minimum Standards shall also apply to the extent required by JAMS.
5. Any disagreements regarding which of the JAMS Rules apply shall be resolved by an arbitrator.

JAMS’s rules are available at [http://www.jamsadr.com](http://www.jamsadr.com/) or by calling JAMS at 800-352-5267.

**24.2.6** The cost of arbitration shall be borne by the parties in accordance with the applicable JAMS Rules. To the extent permitted by law, an arbitrator may award costs and/or fees if the arbitrator finds the party’s claims, defenses, or other fee-generating activity to be frivolous or asserted or conducted for an improper purpose. You are responsible for all other additional costs that you may incur in the arbitration including, without limitation, attorney’s fees and expert witness costs unless ContextLogic is specifically required to pay such fees under the JAMS Rules or applicable law.

**24.2.7** If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If there is a conflict between the JAMS Rules (or the rules of the alternative arbitral forum selected by the parties) and the rules set forth in this Agreement, the rules set forth in this Agreement will govern.

**24.2.8** You or ContextLogic may choose to pursue a claim in small claims court where: (a) jurisdiction and venue over you and ContextLogic otherwise qualifies for such small claims court; (b) such claim advances only on an individual (e.g. non-class, non-representative) basis; and (c) where the claim does not include a request for any type of equitable relief. However, if you decide to pursue a claim in small claims court, you agree to provide ContextLogic with advance notice by email to LER@contextlogic.com and by mail to ContextLogic, One Sansome Street, 40th Fl, Attn: Legal Dept., San Francisco, CA 94104.

**24.2.9** These Terms and this Arbitration Agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against ContextLogic on your behalf.

**24.3 WAIVER OF CLASS OR CONSOLIDATED ACTIONS.**

**24.3.1** ContextLogic and you agree to resolve any dispute in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. ContextLogic and you further agree to not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising out of or relating to any dispute with a third party.

**24.3.2** The arbitrator(s) cannot combine more than one person’s or entity’s claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless we agree otherwise).

**24.3.3** This Waiver of Class or Consolidated Actions section will also apply to any claims asserted by you against any present or future parent, subsidiary or affiliated company of ContextLogic, or any employee, officer, director, or investor of ContextLogic, and to any claims asserted by any of them against you, to the extent that any such claims is a dispute.

**24.3.4** This Waiver of Class or Consolidated Actions Section shall survive any termination of your account or the Services.

**24.4 Authority of Arbitrator**

The arbitrator(s), and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator(s) will decide the rights and liabilities, if any, of you and ContextLogic. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator(s) shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator(s) shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including this Arbitration Agreement). The arbitrator(s) shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator(s) shall follow the applicable law. The arbitrator(s) has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator(s) is final and binding upon you and us, subject to the JAMS Optional Arbitration Appeal Procedures if applicable.

**24.5 Waiver of Jury Trial**

YOU AND CONTEXTLOGIC HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO RESOLVE DISPUTES IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ContextLogic are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in above. An arbitrator can award on your individual claims the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**24.6 30-Day Right to Opt Out**

You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out. Your notice must be sent via email to LER@contextlogic.com and to: ContextLogic, Attn: Legal Department, RE: Opt-out Notice, One Sansome Street, 40th Fl, San Francisco, CA 94104, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Marketplace App User ID (if any), the email address you used to set up your Marketplace App account (if you have one), your signature, and a clear statement that you want to opt out of this Arbitration Agreement. You can find your User ID in settings. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us, or may enter into in the future with us.

**24.7 Parents, Subsidiaries, Affiliates**

This Arbitration Agreement will also apply to any claims asserted by you against any present or future parent, subsidiary, or affiliated company of ContextLogic, or any employee, officer, director, or investor of ContextLogic, and to any claims asserted by any of them against you, to the extent that any such claims arise out of or relate to these Terms (such as with respect to their validity or enforceability), the Services, any person's access to and/or use of the Services, and/or the provision of content, products, services, and/or technology on or through the Services.

**24.8 Changes to This Section**

**24.8.1** ContextLogic will provide thirty(30) day' notice of any changes to this section by posting on the marketplace websites or apps, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective thirty(30) day after they are posted on the applicable website or sent to you.

**24.8.2** Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the sections entitled "Arbitration" and "Class Waiver" and the court or arbitrator shall apply the first Arbitration and Class Action Waiver sections in existence after you began using the Services.

**24.9 Severability**

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If, however, any court or arbitrator determines that the class action waiver set forth in section 24.3 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth in this section 24 shall be deemed null and void in its entirety.

**24.10 Survival of Agreement**

This Arbitration Agreement will survive the termination or expiration of these Terms or your relationship with ContextLogic.